

**NATIONAL DOPE TESTING LABORATORY (NDTL)
JAWAHARLAL NEHRU STADIUM COMPLEX,
GATE NO.10 (East Gate), LODHI ROAD, NEW DELHI-110003.
(Near MTNL Building)**

Telephone: +91-11-24368850

Fax: +91-11-24365530

Website: <http://ndtlindia.com>

Bid Reference No;

Dated:

E –Bid Document

For procurement of

**ONE NO. OF “ ULTRA PERFORMANCE LIQUID
CHROMATOGRAPHY, HIGH RESOLUTION QUADRUPOLE TIME OF
FLIGHT MASS SPECTROMETER- (LC-QTOF) SYSTEM.**

CRITICAL DATE SHEET

Event	Date & Time
Publishing/advertising the requirement	14.09.2015 3.00 PM
Bid document download/sale start	14.09.2015 4.00 PM
Pre-bid meeting	28.09.2015 3.00 PM
Last date for seeking clarification	13.10.2015 5.00 PM
Bid document download/sale end date	14.10.2015 2.00 PM
Bids submission End date	14.10.2015 3.00 PM
Opening of Technical Bids	14.10.2015 4.00 PM

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PART-1
BIDDING PROCESS

SECTION - I

**NATIONAL DOPE TESTING LABORATORY
JAWAHARLAL NEHRU STADIUM COMPLEX
GATE NO.10 (East Gate), LODHI ROAD, NEW DELHI-110003.
(Next to MTNL Building)**

Telephone: +91-11-24368850

Fax: +91-11-24365530

Website:

<http://www.ndtlindia.com> (for reference only)<http://www.eprocure.gov.in> (for bidding purpose)

Bid Reference No.:

Dated

INVITATION FOR BID (IFB)

1. **National Dope Testing Laboratory,(NDTL)** for and on behalf of the Chief Executive Officer, National Dope Testing Laboratory (hereinafter called "**Purchaser**"), invites online bids for supply of the following item:

S.No	Brief description of items	Quantity (Nos.)	Amt. Of Earnest Money (Rs.)	Cost of Bid Document (Rs.)
1.	ULTRA PERFORMANCE LIQUID CHROMATOGRAPHY, HIGH RESOLUTION QUADRUPOLE TIME OF FLIGHT MASS SPECTROMETER- (LC-QTOF) SYSTEM.	One	9,00,000.00 (Nine Lakhs only)	2,500.00 (Two thousand five hundred only)

2. Bidders may also download the bid document from the NDTL website www.ndtlindia.com (for reference only) and Central Public Procurement(CPP) Portal of Govt. of India i.e <http://eprocure.gov.in/eprocure/app> for bidding purpose. Bidders shall ensure that their bids, complete in all respects are uploaded online (before the closing date and time as indicated in the Critical Date Sheet) on CPP Portal;<http://eprocure.gov.in/eprocure/app>.”.
3. **Bids shall be submitted only online in two bids system i.e technical and financial bids separately at CPP Portal** website: eprocure.gov.in/eprocure/app. Bidders are advised to follow the instructions provided in **Section II**“ Instructions to Bidders” for e-submission of bids through the CPP Portal for e-procurement at Web site <http://eprocure.gov.in/eprocure/app>.

4. Bidder who has downloaded the bid from the CPP Portal website <http://eprocure.gov.in/eprocure/app> and NDTL website [www: www.ndtlindia.com](http://www.ndtlindia.com) shall not tamper /modify the bid form including the downloaded bid template in any manner. In case, if the same is found to be tampered /modified in any manner, bid will be completely rejected and Bid Security would be forfeited and bidder is liable to be banned from doing business with NDTL .
5. Pre-bid meeting will be held on **28.09.2015 at 3.00 PM** in NDTL building.
5. Intending bidders are advised to visit again CPP Portal website <http://eprocure.gov.in/eprocure/app> and NDTL web site [www: www.ndtlindia.com](http://www.ndtlindia.com) atleast three (3) days prior to closing date of submission of bid for corrigendum /addendum /amendment if any .

(Pr. Scientific Director)
National Dope Testing Laboratory
For and on behalf of
Chief Executive Officer, National Dope Testing Laboratory.

SECTION – II
INSTRUCTIONS TO BIDDERS (ITB)

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SECTION – II INSTRUCTIONS TO BIDDERS (ITB)

A.PREAMBLE

1. Introduction

- 1.1 This bid document is for purchase of item and related services as mentioned in **Section –XII** “Schedule of Requirements”, which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 1.2 This Section (**Section II**) provides relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Purchaser for receipt and opening of bids as well as scrutiny and evaluation of bids and subsequent placement of contract.
- 1.3 Before formulating the bid and submitting the same to the Purchaser, the bidder should read and examine all the terms and conditions, instructions, specifications etc. contained in the bid document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this bid document may result in rejection of the bid.

2. Language of bid

The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid, exchanged between the bidder and the Purchaser, shall be written in English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided the same is accompanied by an English translation and, for purpose of interpretation of the bid, the English translation shall prevail.

3. Cost of bid document.

Cost of bid document is Rs. 2,500/- (Rupees two thousand five hundred only) as shown in the statement below clause 1 of **Section –I-IFB**. This amount is non-refundable. Along with the bid document, cost of bid document should also be sent in the form of demand draft drawn in favour of “National Dope Testing Laboratory, New Delhi”.

B. BID DOCUMENT

4. Content of Bid Document

In addition to Section I – “Invitation for Bid” (IFB), the Bid Document include several Sections upto Section XVI. Some of these Sections are

- Section II – Instructions to Bidders (ITB)
- Section III – Instructions for Online Submission of Bids.
- Section IV – Power of Attorney Form
- Section V – Manufacturer Authorisation Form
- Section VI – NEFT Form
- Section VII – Qualification Criteria and Performance Statement
- Section VIII – Price Schedule form for CAMC of system

5. Amendment(s) to Bid Document

- 5.1 At any time prior to the deadline for submission of bid, the Purchaser may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by issuing suitable amendment(s) to it.
- 5.2 Such an amendment to the bid document will be uploaded on NDTL website: www.ndtlindia.com and Central Public Procurement (CPP) Portal of Government of India i.e. www.eprocure.gov.in only.
- 5.3. Prospective bidders are advised in their own interest to visit website of National Dope Testing Laboratory (NDTL) for any amendment etc. before submitting their bids.
- 5.4 In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, NDTL may, at its discretion, suitably extend the dead line for submission of bids.

6. Modifications/withdrawal of bids

- 6.1 The bidder, after submitting the bid, is permitted to submit alterations/modifications to the bid until the last date and time of submitting the bid. No amendment/modification could be possible after the prescribed date and time of bid submission end date.

7. Clarification of Bid Document

- 7.1 A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with the Purchaser in writing. The Purchaser will respond in writing to such request provided the same is received (by the Purchaser) not later than fifteen days prior to the prescribed original date of submission of bid.
- 7.2. Any clarification issued by Purchaser in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

8 Late bids

The bidders are advised to make sure that their documents are uploaded in the e-procurement module of NIC well before the last date and time of the bid submission. *Purchaser will not be responsible for reasons attributable to submission of e-tender.*

9. Bid format

The bidders are to furnish their bids as per the **Section XIV(B)** and also as per the instructions incorporated in the bid document.

C. PREPARATION OF BIDS

10. Documents comprising the bid

10.1 The two bid system ,i.e, "Technical Bid" and "Financial Bid" prepared by the bidder shall comprise the following :-

10.2. Technical Bid

- a) Scanned copy of Bid Security and cost of bid document. Bid document cost is non-refundable. Bid Security is to be furnished in accordance with clauses of ITB and bid submission as perform at **Section IX**.
- b) Scanned copy of Power of Attorney duly notarised as per **Section IV** indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the bidder during the full period of its validity.
- c) Bidder/Agent who quotes for items manufactured by the other manufacturer shall furnish scanned copy of Manufacturer's Authorisation Form as per **Section V**.
- d) Certificate of Incorporation/ Registration Certificate of the firm / Company/Agency.
- e) Scanned copy of documents mentioned in the qualification criteria as per **Section VII-A**
- f) Scanned copy "Performance Statement" as perform in **Section VII-B**.
- g) Copies of certificates of satisfactory performance in supply of similar/preceding system from three WADA accredited laboratories and three clients preferably from the Central/State Government, PSUs in the proforma prescribed at **Section VII-B**.
- h) Scanned copy of PAN Card, National Electronic Fund Transfer (NEFT Form) as per **Section VI** for payment in Indian Rupee.
- i) Certificate of Chartered Accountant showing annual turnover for the last three financial years (2013-14, 2012-13 and 2011-12). Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- j) Copies of Income Tax returns filed for the last three financial years.(2013-14, 2012-13 and 2011-12).
- k) Copy of Sales Tax Registration Certificate
- l) Valid TIN (Tax Payer Identification Number)
- m) Scanned copy of duly filled, stamped and signed price schedule for CAMC for seven years after one year warranty period for the quoted system as per **Section VIII**.
- m) Clause by clause compliance demonstrating substantive responsiveness by signing and stamping on all the pages of the original bid document by authorised person(s).

Note-1: The bidding companies /firms /agencies are required to attest (self attestation) the scanned copies of documents, alongwith the responsive bid, signed on each page with seal, to establish the bidders' eligibility and qualifications failing which their bid shall be summarily rejected and will not be considered. The bidders are responsible for what they attest and claim; if, later on, it is found that whatever has been attested by the bidder is not true/correct, the company/ firm / agency of the bidder will be black- listed for purpose of procurement of any item(s).

Note-2: The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.

11. Financial Bid:- This should be uploaded online in the prescribed BOQ.XLS format as per bid document.

11.1 The bidder shall state the basic price inclusive of all levies and taxes (other than Service Tax/VAT). The basic unit price needs to be indicated individually against the items, the bidder proposed to supply.

11.2 Bidder shall quote only one price for each item. If more than one price is quoted, the lowest unit rate quoted by the bidder will be considered for evaluation.

11.3 Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the Price Schedule. Bidders desiring to offer discount shall, therefore, modify their bids suitably while quoting and shall quote clearly net price taking all such factors like discount, free supply etc. into account.

11.4 The price shown in the financial bid should indicate of taxes, duties, packing, forwarding, freight and insurance charges (other than Service Tax/VAT), if any. Any changes in the taxes (except for Service Tax/VAT) shall have no effect on the price during the scheduled delivery period. Service Tax /VAT charges will be paid extra as per actual, wherever applicable.

11.5 The authorised signatory of the bidder must sign the bid, duly stamped at appropriate places with initial on all the remaining pages of the bid.

11.6 No condition shall be attached to the Financial Bid. Such a bid shall be summarily rejected.

11.7 The bid of a bidder, who does not fulfil any of the above requirements and /or gives evasive information /reply against any such requirement, shall be liable to be ignored and rejected.

Note: Bidders are requested to upload the “Technical Bid’ and ‘Financial Bid’ having the above mentioned documents online.

12. Bid currency

The bidder supplying indigenous items shall quote the price/rate(s) as per the Price in BOQ.XLS format as per bid document in Indian rupee only.

13. Bid Price

The bidder shall fill all the columns shown in the Price bid in BOQ.XLS format at Price bid column. If any column does not apply to a bidder, same should be filled as “0.00” (means Not Applicable).

14. Octroi Duty and Local Duties & Taxes:

Normally, goods to be supplied to Government Departments against Government contracts are exempted from levy of town duty, octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the

concerned Government Department. Keeping this in view, the supplier shall ensure that the stores to be supplied against the contract placed by the Purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the Purchaser.

However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the Purchaser to reimburse the supplier.

15. Firm Price

The prices quoted by the bidder shall remain firm and fixed during the contract and not subject to variation on any account. As regards, taxes and duties, if any chargeable on the items, clause 11.4 of this Section will be applicable.

16. Alternative Bids are not allowed.

17. Documents establishing bidder's eligibility and qualifications

17.1 Pursuant to ITB clauses 10 and 11, the bidder shall furnish, as part of its bid, relevant details and documents establishing its qualifications to perform the contract.

17.2 The documentary evidence needed to establish the bidder's qualifications shall fulfil the following requirement:

In case the bidder offers to supply items, which are manufactured by some other firm, the bidder should be duly authorised by the manufacturer to quote for and supply the goods to the Purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under **Section -V** of this document.

18. Bid Security/Earnest Money Deposit (EMD)

18.1 The bidder shall furnish along with its bid, Bid Security for an amount as shown in the Clause 1 of Section I- IFB. The Bid Security is required to protect the Purchaser against the risk of the bidder's unwarranted conduct as explained under sub-clause 18.7 below. Non –submission of Bid Security will be considered as major deviation and bid will not be considered

18.2 In case as per notification of Government of India, if the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.

18.3 The Bid Security shall be furnished in one of the following forms:

- i) Account Payee Demand Draft
- ii) Fixed Deposit Receipt
- iii) Banker's cheque
- iv) Bank Guarantee (as per the format at **Section-X**)

18.4 The Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee shall be drawn on any Commercial Bank in India or country of the bidder, in favour of the "National Dope Testing Laboratory", payable at "New Delhi". In case of Bank Guarantee, the same is to be provided from any commercial bank in India as per the format specified under **Section X** of the Bid Document.

- 18.5 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. As validity period of bid as per clause 19.1 of ITB is Ninety(90) days, the Bid Security shall be valid for 135 days from the date of opening of the Technical Bid.
- 18.6 Unsuccessful bidders' Bid Security will be returned to them without any interest, after expiry of the bid validity period, but not later than **thirty days** after conclusion of the resultant contract. Successful bidder's earnest money will be returned without any interest, after receipt of Performance Security from him as called for in the contract.
- 18.7 Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of its bid without prejudice to other rights of the Purchaser. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by NDTL in the Letter of Award (LoA), its Bid Security/EMD will be forfeited.

19. Bid Validity

- 19.1 The bid shall remain valid for acceptance for a period of ninety (90) days after the date of bid opening, prescribed in the bid document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- 19.2 In exceptional circumstances, Purchaser may request the bidders' consent to extend the validity of their bids up to a specified period. The bidders, who agree to extend the bid validity period are to extend the same in writing. However, they will not be permitted to modify their original bids during the extended bid validity period. The bidders may refuse the request of the Purchaser without forfeiting their Bid Security.
- 19.3 In case, the day up to which the bids are to remain valid falls on a holiday or on a day declared as holiday or closed day for the Purchaser, the bid validity shall automatically be extended up to the next working day.

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

The Purchaser reserves the right to cancel the bidding process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders.

21. Signing of bids

- 21.1 The bid shall be duly signed at the appropriate places as indicated in the bid document and also in all other pages of the bid. The bid shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the person signing the bid shall initial the same. The letter of authorization shall be by a written power of attorney, duly notarized in the format placed at **Section- IV**, which shall also be furnished along with the bid.
- 21.2 Bid shall either be typed or written in indelible ink and the same shall be signed by the bidder or by a person who has been duly authorized to bind the bidder to the contract and uploaded in PDF format.

22. Submission of original instrument for EMD and Tender Fee.

- 22.1 Original instrument of Tender fee and EMD should be submitted by the bidder on or before the time of Opening of Technical bids to Pr. Scientific Director, NDTL, Gate no. 10, Jawaharlal Nehru Stadium complex, Lodhi Road, New Delhi in the sealed envelope.
- 22.3 The envelopes shall indicate the names and addresses of the bidders to enable the bid to be returned unopened in case it is delivered 'late' or rejected.

D. SUBMISSION OF BIDS

23. Submission of bids

- 23.1 Bids should be submitted online as per the instructions given for online submission under **Section III**.
- 23.2 Bids must be received by the Purchaser not later than the date and time prescribed in the bid document.
- 23.3 Purchaser, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with clause 4.1 of **ITB**. In that case, all rights and obligations of the Purchaser and the bidders would automatically stand extended.
- 23.4 Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process.
- 23.5 Bids sent by fax shall be ignored and rejected.

E. BID OPENING

24. Opening of bids

- 24.1 The Purchaser will open the bids at the specified date, time and place as indicated in the IFB in the **Critical Date Sheet**. If due to administrative reasons the venue / time of bid opening is changed, it will be displayed prominently in the notice board of the Purchaser and on the NDTL's website.
- 24.2 In case the specified date of bid opening falls on a holiday or is subsequently declared a holiday or closed day for the Purchaser, the bids will be opened at the appointed time and place on the next working day.

- 24.3 Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening provided they bring with them letters of authority from the corresponding bidders. Letter of authority for attending the bid opening meeting should be in the format placed at Section **XI**.
- 24.4 Two – bid system as mentioned in Para 10 above will be as follows:-

Technical Bids will be opened in the first instance, at the prescribed date and time as indicated in **Section –I (IFB)**. These bids shall be scrutinized and evaluated by the Purchaser with reference to parameters prescribed in the Bid Document. During the Technical bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the items offered, delivery period, Bid Security and any other special features of the bids, as deemed fit by them.

Thereafter, in the second stage, the Financial Bids of only the technically acceptable bids / offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any offered etc., as deemed fit by bid opening official(s) will also be read out.

F. SCRUTINY AND EVALUATION OF BIDS

25. Preliminary scrutiny of bids

- 25.1 The Purchaser will scrutinise the bids to see whether they meet the basic requirements as incorporated in the bid document. The bids, which do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important grounds for which a bid may be declared as unresponsive and is to be ignored, during the initial scrutiny:-
- (i) The bid is unsigned;
 - (ii) The bid is not eligible;
 - (iii) The bid validity period mentioned in the bid document is for a shorter period than the period required and stipulated in the bid document;
 - (iv) The bidder has quoted for items manufactured by a different firm without the required authority letter from the proposed manufacturer;
 - (v) Required Bid Security has not been provided;
 - (vi) Bidder has not agreed to give the required Performance Security;
 - (vii) The items for which quote has been provided, are substandard not meeting the required specifications etc.
 - (viii) The bidder has not quoted for all the items, as specified in **Section-I (IFB)**,
 - (ix) The bidder has not agreed to some of the essential conditions like payment terms, warranty clause, liquidated damages clause, dispute resolution mechanism etc.(having significant bearing on the cost/performance/utility of the required items) incorporated in the bid document.

25.2 Prior to the detailed evaluation of Financial Bids, the Purchaser will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of the bid document including technical specifications without material deviation. However, minor deficiencies like spelling mistake(s) in the bid document can be waived off at the discretion of the Purchaser.

25.3 If a bid is not substantially responsive, it will be rejected by the Purchaser.

26. **Qualification Criteria:**

Bids of the bidders, who do not meet the required Qualification Criteria prescribed in **Section –VII-A** will be treated as non-responsive and will not be considered further. The bidder shall be required to quote for all items along with quantity in the Schedule of Requirements (**Schedule-XII**).

27. **Technical Evaluation**

27.1 Purchaser shall evaluate the technical bids to determine whether they are complete; whether required sureties have been furnished; whether the documents have been properly signed and whether the bids are generally in order as per **clause 10.2 of ITB**.

27.2 Prior to technical evaluation, Purchaser will determine the substantial responsiveness of each bid to the bid document.

27.3 Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any other bidder(s). Any specific clarification or missing document(s) can be sought during the technical evaluation, if it is not materially non-responsive.

28. **Financial Evaluation:**

28.1 Purchaser will shortlist those bidders who are eligible and have submitted substantially technically responsive bids for opening of financial bids. The financial bids of only the technically acceptable/qualified offers are opened for further scrutiny and processing for placement of contract.

28.2 If there is a discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the Purchaser is of the opinion that there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

28.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If a bidder does not agree to the observations of the Purchaser in regard to the correction of the errors, his bid shall be summarily rejected.

28.4 If discrepancies are observed between the original copy and the other copies of the same bid, the text etc. of the 'original' will prevail.

28.5 The bidder must ensure that it quotes for all the individual items mentioned in the in clause I of **Section-I (IFB)**. Selective or partial quoting of items would result in rejection of the financial bid.

28.6 The evaluation and comparison of responsive financial bids shall be done on the total price of the items mentioned in the Section –XII which is inclusive of all applicable levies, duties, taxes etc., except Service Tax/VAT, which will be paid extra as per actual, wherever applicable. **The cost of CAMC for seven**

years will be added for Ranking/Evaluation purpose .(The rate quoted for CAMC for seven years will be loaded for ranking purpose at Net Present Value (NPV) considering discount rate of 10% (ten per cent)).

28.7 If there are conditions attached to any financial proposal, which shall have bearing on the total cost, the Financial Evaluation Committee shall reject any such proposal(s) as non-responsive. However, if the Committee feels it as necessary to seek clarification on any financial proposal(s) regarding taxes, duties or any such matter, the Purchaser may invite response(s) in writing.

29. Award Criteria.

29.1 **The contract will be awarded to the lowest evaluated bidder, whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bid document.**

29.2 The Purchaser reserves the right to give the price preference/purchase preference as per the instructions in vogue while evaluating, comparing and ranking the responsive bids. The bidders claiming the same should enclose copy of the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preference.

30. Influencing the Purchaser

30.1 No bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of bid opening till the time the contract is awarded.

30.2 Any effort by a bidder to influence the Purchaser in bid evaluation, bid comparison or decision on award of contract shall result in rejection of the bid.

G. AWARD OF CONTRACT

31. Notification of Award

31.1 The bidder whose bid has been accepted will be notified of the award by the Purchase prior to the expiry of the bid validity period.

31.2 Before expiry of the bid validity period, the Purchaser will notify the successful bidder in writing, by registered / speed post or by fax/ email that its bid for items, which have been selected by the Purchaser, has been accepted; also briefly indicating there-in, that the essential details like description, quantity of the items, and delivery period, and prices have been accepted. The successful bidder must furnish to the Purchaser the required Performance Security within twenty one (21) days from the date of despatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under GCC Clause 4 under **Section XV**.

31.3 The Letter of Award (LoA) will state the sum that the Purchaser will pay the successful bidder in consideration of the items to be supplied by him

31.4 Notification of Award shall constitute the conclusion of the Contract.

32. Issue of Contract

- 32.1 Promptly after notification of award, the Purchaser will mail the Contract Agreement as per **Section XIV (A)** duly completed and signed, in duplicate, to the successful bidder by registered / speed post.
- 32.2 The successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered/speed post within twenty one (21) days from the date of issue of the contract.

33. Variation of quantities at the time of award

At the time of awarding the contract, the Purchaser reserves the right to increase the quantity of items mentioned in the "Schedule of Requirements" without any change in the unit price and other terms & conditions quoted in the bid by the bidder.

34. Annulment of Award

Failure of the successful bidder to comply with the requirement of signing an agreement with the Purchaser and furnishing Performance Security as per cl. 4.11 of **Section XIV-B** shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

35. Cancellation of Bid

The Purchaser reserves the right to cancel the bid(s) without assigning any reason.

36. Disqualification.

Purchaser reserves the right to disqualify the bidder for a suitable period who habitually failed to supply the items in time. Further, the bidder(s) whose items do not perform satisfactorily in accordance with the specifications may also be disqualified for a suitable period by the Purchaser.

37. Corrupt and fraudulent practices

It is required by all concerned namely the Consignee/Bidder/Supplier to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

- (a) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- (b) Will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the Purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract.
- (c) The Purchaser reserves the right not to conclude the contract and in case contract has been issued, terminate the same, if found to be obtained by any misrepresentation, concealment and suppression of material facts by the bidder. In addition, Bid Security/Performance Security (as the case may be) deposited by the bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment and suppression of material facts shall be initiated

SECTION-III

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white

coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Foreign bidder can get help at +91-79-40007451 to 460.

SECTION - IV
Form for Power of Attorney

Know all men by these presents, we, _____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms. (Name),son/daughter/wife of _____and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the (Name of Mandate) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidder's and other conferences and providing information/responses to Sports Authority of India(hereinafter referred to as "Purchaser"), representing us in all matters before Purchaser, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with Purchaser in all matters in connection with or relating to or arising out of our bid for the said Tender and /or till the entering into the Contract with Purchaser.

AND we hereby agree to ratify and confirm and do hereby all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ___DAY OF 20**

For_____

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)
(Signature)

(Name, Title and Address of the Attorney)

SECTION –V
MANUFACTURER’S AUTHORISATION FORM

To

National Dope Testing Laboratory.
Jawaharlal Nehru Stadium Complex,
Gate No.10, Lodhi Road, NEW DELHI-110003

Dear Sirs,

Ref. Your Bidding Reference No _____, dated _____
We, _____ who are proven and reputable
manufacturers of _____ (*name and description of the
goods offered in the Bid*) having factories at _____,
hereby authorise Messrs _____ (*name and address of
the agent*) to submit a Bid, process the same further and enter into a contract with
you against your requirement as contained in the above referred Bidding Documents
for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs.
_____ (*name and address of the above agent*) is
authorised to submit a Bid, process the same further and enter into a contract with
you against your requirement as contained in the above referred Bidding Documents
for the above goods manufactured by us.

We also hereby extend our full warranty of one year from acceptance of goods by
Purchaser as per Clause 11 of General Conditions of Contract.

Yours faithfully,

[Signature with date, name and designation]
for and on behalf of Messrs _____

[Name & address of the manufacturers]

Note : 1. This letter of authorisation should be on the letter head of the
manufacturing firm and should be signed by a (person of the firm)
competent to authorise someone to act on behalf of the firm. The
person submitting a bid on behalf of the firm should have a Power of
Attorney to legally bind the manufacturer.

i) Original letter of authorization may be enclosed.

SECTION – VI NEFT MANDATE FORM

From: M/s. _____

Date: _____

To

National Dope Testing Laboratory,
Jawaharlal Nehru Stadium Complex,
Gate No.10, Lodhi Road, NEW DELHI-110003

Sub: NEFT PAYMENTS

We refer to the NEFT being set up by NDTL. For remittance of our payments using RBI's NEFT scheme, our payments may be made through the above scheme to our under noted account.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM

Name of City	
Bank Code No.	
Bank 's name	
Branch Address	
Branch Telephone / Fax no.	
Supplier's Account No.	
Type of Account	
IFSC code for NEFT	
IFSC code for RTGS	
Supplier's name as per Account	
Telephone no. of supplier	
Supplier's E-mail ID	

[Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & address of the manufacturers]

Confirmed by Bank:

Enclose a copy of Crossed Cheque

SECTION – VII

QUALIFICATION CRITERIA & PERFORMANCE STATEMENT

(A) QUALIFICATION CRITERIA

Bid Reference No. 172/Admin/NDTL/2015-16

Dated:

- (a) The Bidder must be a Manufacturer or its exclusive Authorized Agent.
 (b) The bidder must satisfy the following qualification criteria –

Sl. No.	Qualification Criteria	
1	Annual turnover of manufacturer/bidder (Average of last 3 years of 2013-14, 2012-13 and 2011-12) (Enclose documentary evidence such as certificate given by the Chartered Accountant)	Rs. 25.0 Crores.
2	Proven past performance of bidder of supplying satisfactory to sports stadia/ sports academies/ sports federations/ sports training centres in last 3 years.	<p>a) The Quoted Model or preceding model of the equipment/system should be minimum 3 (three) in India at Govt./Private Sector and at least 3 (three) installations available in WADA accredited lab across the globe.</p> <p>(b) Number of installation in India in Govt./ Private Sector and WADA approved labs globally should be mentioned and list containing contract details of the user and institutions should be provided.</p>
3	<p><u>After Sales Service:</u></p> <p>After sales service network in India of manufacturer/ Indian Agent to satisfactorily cater to services. The Bidder has to provide a good after sales service support. The shutdown problem in the machine should be rectified within 24 hrs. and 72 hrs., if any part is required to be replaced. A undertaking in this regard should be given along with the quote. The Bidder will give complete addresses of after sales service centres in India alongwith technical manpower available.</p>	
4	The manufacturer should be manufacturing the same type of equipment at least for the last five years. The quoted model of the system should be in use atleast for last one year and the model launched after 1 st January 2015 will not be accepted.	
5	In case the Bidder is not manufacturer then the Bidder should be an authorized Indian Agent of manufacturer and in business of supplying Installing & maintaining (during warranty period and CAMC period) equipment prior to the date of opening of Bids for atleast one year.	

- (c) In support of the above, the bidder shall furnish relevant documents, Performance Statement as per Pro-forma in Section-III (B).

SECTION – VII-B**PROFORMA FOR PERFORMANCE STATEMENT**

(For the period 2014-15 and 2013-14)

Bid Reference No. : _____

Date of opening : _____

Name and address of the bidder : _____

Name and address of the manufacturer : _____

Order placed by (full address of Purchaser)	Order number and date	Order placed on	Description and quantity of ordered goods and services	Value of order	Date of completion of Contract		Remarks indicating reasons for delay if any	Are the system is working fine ?
					As per contract	Actual		
1	2	3	4	5	6	7	8	9

(Signature and seal of the bidder)

Note:

1. Purchaser reserves the right to ask the manufacturer as well as the bidder to furnish copies of orders and satisfactory Consignee Certificate(s) in respect of above.
2. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre-determined place acceptable to the Purchaser for technical acceptability as per the bid specifications, before opening of the Price bid.

Please quote total cost in figures and words (inclusive of all applicable levies, duties and taxes, but exclusive of only Service Tax/VAT). All levies and taxes like Excise duty, Packing, Forwarding, Freight, Octroi, Insurance charges, etc. other than Service Tax/VAT are assumed to be mandatorily included in the total cost.

Any alteration/cutting/over-writing in the rates should be attested by the authority signing the bid. Bids received with alteration/cutting/over-writings without attestation will not be considered.

Note: - If individual price of all the items is not given item wise, then the tender will not be considered and liable to be rejected.

.....

SECTION – IX BID SUBMISSION FORM

Date _____

To

National Dope Testing Laboratory
Jawaharlal Nehru Stadium Complex,
Gate No.10, Lodhi Road,
New Delhi-110003

Ref.: Your Bidding Document No. _____ dated _____

We, the undersigned have examined the above mentioned bid Document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver “Conditioning Equipment” in conformity with your above referred document for the sum as shown in the price schedule(s), attached herewith and made part of this bid.

We further confirm that, if our bid is accepted, we shall provide you with a Performance Security of required amount in an acceptable form in terms of GCC clause 4, in **Section – XV** for due performance of the contract.

We agree to keep our bid valid for acceptance for 180 days or for subsequently extended period, if any, agreed to by us without any increase in amount. We also accordingly confirm to abide by this Bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We agree to all terms and conditions of General Conditions of Contract as per **Section-XIV-B**.

We agree to Fall Clause at S. No. 20 of General Conditions of Contract as per **Section XIV-B**.

We further understand that you are not bound to accept our bid, you may receive against your above-referred bid reference.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities in India.

We confirm that we fully agree to the terms and conditions specified in above mentioned Bid Document, including amendment/ corrigendum if any

[Signature with date, name and designation]

Duly authorised to sign bid for and on behalf of Messrs

[Name & address of the manufacturers]

SECTION – X BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (hereinafter called the “Bidder”) has submitted its quotation dated _____ for the supply of _____ (hereinafter called the “Bid”) against the purchaser’s Bid Reference No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the “Bank”) having our registered office at _____ 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 _____ 20____. The conditions of this obligation are:

- 1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this Bid.
- 2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:-
 - a. Fails or refuses to furnish the performance security for the due performance of the contract.
 - Or
 - b. Fails or refuses to accept/execute the contract.

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 it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of 180 days i.e. for 225 days (180 days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)
Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

SECTION XI

Letter of Authorisation for attending bid opening Meeting

Tender No.-----

Subject : Authorisation for attending bid opening on ---- (date)
in the tender of -----

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on behalf of----- (bidder) in order of preference given below.

Order of Preference	Name	Specimen
Signature		
1.		
2.		

Alternate Representative

Signatures of bidder

Or

Officer authorised to sign the bid documents on behalf of the bidder.

Note:

1. Maximum of two representatives will be permitted to attend bid **opening. In case where it is restricted to one, first preference** will be allowed. Alternate representatives will be permitted when regular representative are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorisation as prescribed above is not recovered.

SECTION – XII
SCHEDULE OF REQUIREMENTS

Part – I

S. No.	Name of the Equipment	Qty.	Whether essential or not
1	Quadrupole Time Of Flight Mass Spectrometer - (Q-ToF) System with LIQUID CHROMATOGRAPHY UPLC SYSTEM	One	Essential
2	Computer	one	Essential
3	Software	one	Essential
4	Printer	one	Essential
5	15 kva UPS with one hour battery back-up	one	Essential
6	Gas Generator and Other accessories essential for installation of above said equipment	one	Essential

Part II: Delivery Schedule:**For domestics goods or goods of foreign located in India**

(i) Time is the essence of the contract. Items are therefore, required to be supplied within forty five (45) days from the date of signing of the contract. However, the bidder (s) may quote their earliest delivery period from the date of signing of the contract. The successful bidder/supplier is requested to deliver items within the delivery period and the date of delivery at the site of the consignee will be considered as actual date of delivery.

Part III: Terms of Delivery**For domestics goods or goods of foreign located in India**

“Free Delivery at Consignee’s Site”, and date of delivery at Consignee’s site will be considered as the actual date of delivery.

Part-IV: Consignee(s) Details for LC-QTOF:

Consignee Code	NDTL	Contract Address	Tel/Fax/Email No.
NDTL : 01	National Dope Testing Laboratory, New Delhi, INDIA	Jawaharlal Nehru Stadium, Gate No. 10, Near MTNL Bldg. CGO Complex, Lodhi Road, New Delhi – 110 003, INDIA	Telephone: 011-2436 8850 011-2436 5530 011-24368536 Telefax: 011-2436 8850 011-2436 5530 E.mail: ndtlindia@nic.com Website: www.ndtlindia.com

Section – XIII
Technical Specifications
of

ULTRA PERFORMANCE LIQUID CHROMATOGRAPHY, HIGH RESOLUTION
QUADRUPOLE TIME OF FLIGHT MASS SPECTROMETER- (LC-QTOF) SYSTEM.

S.No	Brief Description of items	Specification
Quadrupole Time Of Flight Mass Spectrometer - (Q-ToF) System:		
1	Ion Source	<p>The instrument must be equipped with a Combined or separate Ionization Source assembly for ionizing samples in both ESI & APCI sources.</p> <p>Facility for switching between the two ionization types (ESI & APCI) during a single LCMS experiment should be available.</p> <p>Positive and negative ionization capabilities must be included as standard on the instrument.</p> <p>An isolation valve must be fitted to the source to allow the source elements to be removed and cleaned without breaking instrument vacuum, maximizing instrument uptime.</p> <p>ESI Flow Rate Range: Up to 2ml/min or more without the use of splitter.</p>
2	Mass Analyzer	<p>The instrument should be capable of operating in following modes:</p> <p>Quadrupole Mass Range / Quadrupole Isolation Range: 1200m/z or better</p> <p>TOF Mass Range: The mass range of the analyser must be 10,000 m/z or better.</p>
3	Vacuum System	Suitable Vacuum system to operate the instrument.
4	Acquisition Rate	<p>Minimum 25 Spectra per second or better maintaining a resolution of $\geq 35,000$ FWHM in MS mode.</p> <p>(Separate scan speed should be defined for MS mode & MS/MS mode)</p>
5	Resolution in MS mode	<p>1) For mass range above 1000 m/z must be $\geq 40,000$ FWHM ii) For mass range upto 1000 m/z must be $\geq 25,000$ FWHM</p> <p>Note: a) Particular Masses used in both the case should be mentioned</p>

		b) Resolution in MS/MS mode and the mass used should also be mentioned.
6	Mass Accuracy	Minimum 1 ppm, in MS mode and 2 ppm in MS/MS mode on 10 consecutive repeat measurements using suitable lock mass.
7	Sensitivity	S/N ratio & MS-MS sensitivity of 1 pg on-column reserpine injection should be greater than 300:1 with the above claimed resolution.
8	Direct Infusion	Syringe pump or equivalent for direct infusion of samples.
9	Reference Mass Introduction.	The instrument should be capable of internal reference mass correction for MS and MS/MS operation without losing sensitivity
10	Interface	<p>a) The design of the instrument should be to maximize the intake of ions that are generated during to ionization stage in to the mass analyzer, by following it up with a design to reject the excessive neutrals that are taken into the system along with the ions, like Ion Funnel Guide / Step Wave or any other technology.</p> <p>b) A third dimension of Ion separation particularly isobaric species, co-eluting ions using advanced technology based on Ion mobility should be part of the module. The control of ion mobility device should be through software.</p>
11	Acquisition Modes	<p>Following acquisition modes must be available:</p> <ol style="list-style-type: none"> 1. MS Scanning 2. MS/MS product Ion Scanning 3. Simultaneous MS & MS/MS scanning. The software should be capable of data acquisitions whereby high and low collision energy data is acquired simultaneously to provide fragmentation data for all detectable molecular ions. 4. Additional mode of operation of the equipment to maximize specificity with MRM quantitation using high resolution fragment ions, to do Qual/Quan applications at sub ppb level in a single run.
12	Computer & Printer	A suitable computer with heavy duty printer HP 3000 series or better to operate the system.
13	Operating Software	<p>The software should be user friendly & have capabilities to perform the following functions.</p> <p>Integrated sample/calibrant delivery system + programmable divert valve</p> <p>Automated mass calibration</p> <p>Software tools for addressing Screening, Component Identification &</p>

		<p>Structural Elucidation workflows.</p> <p>The data processing software must incorporate an elemental composition calculator as standard. Included into the calculator must be algorithms for isotope pattern modeling that allow data interpretation of actual isotope patterns. A goodness of fit from actual to theoretical isotopes must be included. The ability to filter out incorrect elemental composition calculations through the use of intelligent spectral interpretation algorithms must be incorporated.</p> <p>Suitable software for detection and identification of metabolites (expected and unexpected), minimizing false positives and generating extensive metabolite lists using various mass defect filters should be quoted.</p> <p>The software should also have capability for assigning structures by taking fragment ion spectra into account and automatically calculating fragments based on algorithms.</p>
14	Gas Generator	A suitable and efficient/ high quality gas generator with built-in compressor capable of providing all the gases at the required purity (99.99%), pressure and flow rate for the QTOF Mass Spectrometer must be quoted. The compressor should be noise-free.
15	<u>LIQUID CHROMATOGRAPHY UPLC SYSTEM:</u>	
	A liquid chromatography system should provide an integrated configuration for solvent and sample management with the following specifications	
	Pump:	<p>Quaternary Gradient Pump /Solvent Manager with low pressure mixing.</p> <p>Operating Flow Rate Range to be 0.010 to 2.000 mL/min, in 0.001 mL increments.</p> <p>Operating Pressure should be 15000 psi or better.</p> <p>System Delay Volume < 400ul, independent of system backpressure (with standard mixer)</p> <p>The chromatography system should be capable of being operated both as a HPLC & UPLC by interchanging the column chemistries.</p>
	Auto sampler:	An auto sampler should be quoted with a Sample Carryover < 0.005% or < 2.0 nL, whichever is greater (with dual wash).
	Column Heater:	A column heater should be quoted with Column Tracking & Storage Devices.

	Photo Diode Array Detector:	Wavelength Range : 190 – 800nm. Wavelength Accuracy : ± 1 nm or better Optical Resolution : 1.2 nm or better Flow Cell Path Length : 10 mm Flow Cell Volume : 10ul/10 mm or 2.5ul/5mm or better. (Please specify the Exact flow cell volume.)
16	Single Point of Control	Single point control for both LC and MS system
17	Training	Training for application and maintenance at factory site for 4 persons.
18	UPS System	15 kva ups with one hour power back-up
19	Others	Any other auxiliary items such as gas regulator, gas purifier etc. etc.
20	Warranty	1 Year standard warranty from the date of installation.

SECTION XIV

Form of Contract Agreement

Contract for procurement of

**ULTRA PERFORMANCE LIQUID CHROMATOGRAPHY, HIGH RESOLUTION
QUADRUPOLE TIME OF FLIGHT MASS SPECTROMETER- (LC-QTOF) SYSTEM.**

Between

National Dope Testing Laboratory (NDTL)

And

[Name of Supplier]

Dated

SECTION-XIV

(A) CONTRACT AGREEMENT FORM

This agreement is made this day.....day of2015 BY AND BETWEEN the Pr. Scientific Director, National Dope Testing Laboratory acting through <<Insert Name and Designation>>, a Society registered under Societies Registration Act, 1860 having its office at Jawahar Lal Nehru Stadium Complex, Gate No. 10 (East Gate), next to MTNL Building, Lodhi Road, New Delhi- 110003 (herein after referred to as “NDTL” which expression shall unless repugnant to the context or meaning thereof, includes its successor-office and assigns) of the ONE PART:

AND

(Name of Company) having its registered office at (Address of the Company), represented through <<Insert Name and Designation>> who is duly authorised to execute this Agreement) hereinafter referred to as ‘Supplier’ which expression shall unless repugnant to the context or meaning thereof, includes its successor- office and assigns) of the SECOND PART:

WHEREAS the Supplier shall and will deliver the Items to National Dope Testing Laboratory, New Delhi details of which are given in clause I of Section I to this office Bid reference No.....datedat the rate quoted by the Supplier vide their proposaldated..... and as per all the terms and conditions given in Invitation for Bid (IFB) dated.....and the Bid Document for Procurement of one LC-QTOF equipment which shall become part and parcel of this agreement.

That the Supplier would raise demand and the payment shall be done in accordance with the relevant Clause of this Contract and Clause 15 (Liquidated Damages) of General (Commercial) conditions of the Contract.

The Performance Security would be encashed by “NDTL” in case the Supplier fails to deliver items and/or breaches the terms and conditions of this contract.

Signatory on Behalf of Supplier

**(Signature, name and address
 Of the Purchaser’s authorised official)**
For and on behalf of Chief Executive Officer, National Dope Testing Laboratory
 Received and accepted this contract

SECTION-XIV-B

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

- 1.1 The General Conditions of Contract incorporated in this Section shall be applicable for this purchase to the extent the same is not superseded by Schedule of Requirements under **Section XII** and Technical Specifications under **Section XIII** of this document.
- 1.2 Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:
- i) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
 - ii) "Supplier" means any private or public entity that will supply the goods to NDTL under the contract. This refers to the Supplier with whom NDTL has signed this contract with.
 - iii) "Contract" means the Contract signed by the Parties that is this General Conditions of (GCC), the Special Conditions of contract (SCC), and the Appendices.
 - iv) "Day" means calendar day.
 - v) "GCC" means the General Conditions of Contract
 - vi) "NDTL" means the National Dope Testing Laboratory.
 - vii) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.
 - viii) "In writing" means communicated in written form with proof of receipt.

2. Technical Specifications and standards

The items supplied under this contract shall conform to the standards prescribed in the Technical Specifications given in **Section XIII** of the bid document.

3. Mode of communication

The communication of an acceptance is complete as against the proposal or offer where it is put in the course of transmission to him, so as to be out of the power of the acceptor, when it comes to the knowledge of the proposer or offerer. The medium of communication in Government contracts is generally by Post and the acceptance is, therefore, complete as soon as it is posted; so that there might be no possibility of a dispute regarding the date of communication of acceptance, it should be sent to the correct address by some authentic fool proof mode like Registered Post Acknowledge due etc. it is the responsibility of the bidders to provide the correct address including the e-mail id in their bids submitted to NDTL.

4. Performance Security

- 4.1 To ensure due performance of the contract, the supplier shall furnish Performance Security to the Purchaser for an amount equivalent to ten per cent (10%) of the total value of the contract prior signing of this contract.
- 4.2 Performance Security should remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the supplier including warranty period of one year from the date of acceptance of the items by the consignee(s).
- 4.3 Supplier may furnish in the form of an account payee Demand Draft, Fixed Deposit Receipt from the a commercial bank, Bank Guarantee from a Commercial bank in an acceptable form in the format at **Section XV**, safeguarding the Purchaser's interest in all respects.
- 4.4 In the event of any amendment issued to the contract regarding extension of delivery period, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the amended contract.
- 4.5 Bid should be refunded to the successful bidder on receipt of Performance Security.
- 4.6 Performance Security will be forfeited and credited to the account of NDTL (Purchaser), in the event of a breach of contract by the supplier, in terms of the said contract.
- 4.7 The Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.
- 4.8 Within twenty one (21) days from date of the issue of Notification of Award by the Purchaser, the supplier shall furnish Performance Security to the Purchaser for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty days beyond warranty period of one year from the date of acceptance of the goods by the consignee.
- 4.10 The Performance Security shall be denominated in Indian Rupees in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in **Section-XV** of this document in favour of the Purchaser.
- 4.11 Performance Security is to be forfeited and credited to the accounts of NDTL, in the event of a breach of contract by the supplier, in terms of the relevant contract.

5. Packing and Marking

The packing for the items to be provided by the supplier should be strong and durable enough to withstand transit hazards, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the items and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

6. Inspection, Testing and Quality Control

- 6.1 The Purchaser and/or its nominated representative(s) will, without any extra cost to the Purchaser, inspect and/or test the ordered items to confirm their conformity to the contractual specifications incorporated in the contract. The Purchaser shall inform the supplier in advance, in writing, its programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging of Purchaser and/or its nominated representative(s) will be borne by the Purchaser and/or its nominated representative(s).
- 6.2 For such inspections and tests which are conducted in the premises of the supplier or its sub-contractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the Purchaser's Inspector at no charge to the Purchaser.
- 6.3 If during such inspections and tests the contracted items fail to conform to the required specifications and standards, the Purchaser's Inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the Purchaser and resubmit the same to the Purchaser's inspector for conducting the inspections and tests again.
- 6.4 If the supplier tenders the items to the Purchaser's Inspector for inspection at the last moment without providing reasonable time to the Inspector for completing the inspection within the contractual delivery period, the Inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the items have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the Purchaser under the terms & conditions of the contract.
- 6.5 The Purchaser's contractual right to inspect, test and, if necessary, reject the items after their items arrival at the final destination shall have no bearing on the fact that the goods have previously been inspected and cleared by Purchaser's Inspector during pre-despatch inspection mentioned above.
- 6.6 Items accepted by the Purchaser and/or its Inspector at initial inspection and in final inspection in terms of the contract, shall in no way dilute Purchaser's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 10.

7. Terms of Delivery

- 7.1 Items shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.
- 7.2 In the case of FOB/FAS/CIF/CIP Contract, the date of issue of the Bill of lading/Air Way Bill shall be considered the date of delivery.
- .

8. Insurance

- 8.1 Unless otherwise instructed, the supplier shall make arrangements for insuring the equipment/systems against loss of damage incidental to manufacture or acquisition, transportation. Storage and delivery in the following manner:

- (i) Wherever necessary, the goods supplier under the Contract shall be fully insured in a freely convertible currency in the manner specified in the Contract. If considered necessary, the Insurance may be done for coverage on “**all risks**” basis including war risks and strike clauses. The amount to be covered under Insurance should be sufficient to take care of the Overall expenditure, which may be incurred due to any such damage, loss etc.
- (ii) Where delivery of imported equipment/systems offered from abroad is required by the purchaser on CIF/CIP basis, the supplier shall arrange for Insurance for an amount equal to one hundred and ten percent of CIF or CIP value of the equipment/systems from “**warehouse to warehouse**” (final destination) on “**all risks**” basis including war risks and strikes and pay for the Insurance, making the purchaser as the beneficiary.

9. **Incidental services:**

Subject to the stipulations in the Technical Specification (**Section-XIII**), the supplier shall be required to perform the following services also.

- (i) Installation and Demonstration of equipment/systems
- (ii) On Site Training of Consignee’s Staff
- (iii) Supplying required number of operation & maintenance manual for the equipment/systems.

10. **Warranty**

- 10.1 The supplier warrants comprehensively that the equipment/systems supplied under the Contract is new, unused and incorporated all recent/latest improvements in design and materials unless prescribed otherwise by the purchaser in the Contract. The supplier further warrants that the equipment/systems supplied under the Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied equipment/systems under the conditions prevailing in India.
- 10.2 This warranty shall remain valid for One (01) Year after the equipment/systems have been delivered and installed at the final destination and accepted by the purchaser in terms of the Contract.
- 10.3 During warranty period the supplier shall, promptly repair or replace the defective equipment/systems or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/equipment/systems after providing their replacement and no claim, whatsoever shall lie on the purchaser for such replaced parts/equipment/systems thereafter.
- 10.4 If the supplier, having been notified, fails to rectify/replace the defect(s) promptly, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other Contractual rights and remedies, which the purchaser may have against the supplier.

- 10.5 Supplier shall carry sufficient inventories to assure Ex-stock supply of consumables spares for the equipment/systems so that the same are supplied to the purchaser promptly on receipt of order from the purchaser.
- 10.6 AN UPTIME warranty of 95% during the warranty and CAMC should be provided. Down time above 5% per year will extend the warranty period and CAMC period by double the down time period.
- 10.7 The supplier will provide at-lease quarterly pre-maintenance services in the year in addition to attending to the emergency breakdown calls during the warranty period and CAMC Period.

11. Prices

Prices to be charged by the supplier for supply of items in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its bid and incorporated in the contract including extended period.

12. Taxes, Duties and Octroi

- 12.1 Custom Duty: Whole custom duty and additional duty for dope testing equipment/systems are exempted as per Custom Notification no. 146/94-custom dated 13.07.1994 amended by Notification no. 101/95-customs dated 26.5.1995: and No. 132/95 dated 28.8.1995 : no. 48/96 dated 23.7.1996: no. 24/2002 dated 1.3.2001: No. 88/2002 dated 28.8.2002 and No. 5/2010 dated 19.1.2010. Any subsequent amendment may also be considered. Accordingly Custom Duty Exemption Certificate (CDEC) applicable on CIF on goods to be imported will be provided by NDTL.

Supplier shall be entirely responsible for all taxes, local duties, levies etc. incurred until delivery of the Contracted equipment/systems to the purchaser. Only statutory variations in finished product if stipulated in Contract shall be allowed to the extent of actual payment by the Supplier.

12.2 Octroi Duty, Local Duties & Terminal Taxes etc.:

Normally, equipment/systems to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.

However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage/detention charges and obtain a receipt for the same. **The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser to reimburse the same to supplier and take other necessary action in the matter.**

13. Terms and Mode of Payment

13.1 Payment Terms

- a) **Payment for Domestic Items** shall be made subject to recoveries, if any, by way of liquidated damage or any other charges as per terms & conditions of Contract in the following manner:

On Delivery

100% Payment of the contract price shall be paid on receipt of equipment/systems in good condition and upon the submission of the following documents:

- (i) Supplier's invoice showing Contract Number, equipment/systems description, quantity, Unit price and total amount;
- (ii) Consignee Receipt Certificate, as per Section VIII in original issued by the authorized representative of the Consignee;
- (iii) Packing list identifying contents of each package;
- (iv) Inspection Certificate issued by the nominated Inspection agency, if applicable as per Contract

- b) **Payment for Imported Equipment/systems on DDP terms:**

Payment for foreign currency portion shall be made in the currency as specified in the Contract in the following manner:

(a) On Shipment:

Sixty five (65%) percent of the net CIF/CIP/DDP price (CIF/CIP/DDP price less Indian Agency Commission) of the equipment/systems dispatched shall be paid through irrevocable, non-transferable letter of credit (LC) opened in favour of the foreign Principal's bank in his country and upon submission of Documents specified hereunder:

- (i) Four copies of supplier's invoice showing Contract number, equipment/systems description, quantity, Unit Price and total amount.
- (ii) Original negotiable clean on-board Bill of Lading/Airway Bill, marked freight pre paid and four copies of non negotiable Bill of lading/Airway Bill;
- (iii) Four copies of packing List identifying contents of each package;
- (iv) Manufacturer's warranty certificate;
- (v) Inspection certificate issued by the nominated inspection agency, if applicable as per Contract;
- (vi) Manufacturer's own factory Inspection report;
- (vii) Certificate of country of origin issued by the Chamber of Commerce of the Concerned Country, if any;

The above documents shall also be received by the purchaser promptly before arrival of equipment/systems at the Port/Airport of arrival and, if not received, the supplier will be responsible for any consequent expenses.

c) On Acceptance:

Balance Thirty five (35%) percent payment would be made against Final Inspection, installation of equipment/systems and acceptance certificate of equipment/systems issued by the consignees, through irrevocable, non

transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country subject to recoveries, if any

d) **Payment of Indian Agency Commission:**

Indian Agency Commission will be paid to the Foreign Principal's Indian Agent in the local currency for an amount in Indian Rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange rates on the date of contract as on website of RBI) and shall not be subject to further escalation/exchange variation. Payment shall be made in Indian Rupees to the Indian Agent after receipt of "**Final Inspection and Acceptance Certificate**" from the consignee.

13.2 The supplier shall not claim any interest on payments under the contract.

13.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

13.4 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the Purchaser.

13.5 All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS systems as per the NEFT Mandate form at Section IV(E).

Payment for Comprehensive Annual Maintenance Contract Charges

(i) The Purchaser/Consignee will enter into a Comprehensive Annual Maintenance Contract for seven years with the supplier/his authorized Indian Agent at the rates as stipulated in the Contract. The supplier/his authorized Indian Agent has to furnish a security deposit equal to 10% (ten percent) of CAMC amount for total seven years before releasing the performance guaranty furnished by the said firm. The payment of CAMC will be made on half yearly basis after satisfactory rendering the service of said period, duly certified by the scientists of NDTL

(ii) An UPTIME warranty of 95% during the CAMC should be provided. Down time above 5% per year will extend the warranty period of CAMC period by double the down time period

(iii) The supplier will provide at-least quarterly pre-maintenance services in the year in addition to attending to the emergency breakdown calls during the AMC period.

(iv) The supplier shall not claim any interest on payments under the Contract

(v) Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

(vi) The payment shall be made in Indian Rupees to Indian Agent authorized in the Contract.

- (vii) The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the Purchaser.

14. Delay in the supplier's performance

- 14.1 The supplier shall deliver the equipment/systems and perform the services under the Contract within the time schedule specified by the purchaser as incorporated in the Contract.
- 14.2 In case where Delivery period is linked with date of opening of Letter of Credit, and in case the Letter of Credit is amended to make letter of Credit as per Contract, then in such cases the Delivery Period will be calculated from the date of amendment of Letter of Credit.
- 14.3 Subject to the provision of Force Majeure under GCC clause 18, any unexcused delay by the supplier in maintaining its Contractual Obligations towards delivery of equipment/systems and performance of services shall render the supplier liable to any or all of the following sanction:
 - (i) Imposition of liquidated damages,
 - (ii) Forfeiture of its Performance Security and
 - (iii) Termination of the Contract for default
- 14.4 If at any time during the currency of the Contract, the supplier encounters conditions hindering timely delivery of the equipment/systems and performance of services, the supplier shall promptly inform the purchaser in writing about the same and its likely duration and make a request to the purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendments to the Contract.
- 14.5 Where the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall inter-alia, contain the following conditions:
 - (i) The purchaser shall recover from the supplier, under the provisions of the clause 15 of the General Conditions of Contract, liquidated damages on the equipment/systems and services, which the supplier has failed to deliver within the delivery period stipulated in the Contract.

- (ii) That no increase in price on account of any ground whatsoever, including and stipulation in the Contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales Tax/CST/VAT/CENVAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the equipment/system and services specified in the Contract, which takes place after the date of delivery stipulated in the Contract shall be admissible on such of the said equipment/systems and services as are delivered and performed after the date of the delivery stipulated in the Contract.
- (iii) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Customs Duty, Excise Duty, Sales Tax/CST/VAT/CENVAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the Contract.
- (iv) In respect of Service Tax, the same shall be paid by the successful bidder to the concerned department on demand and it will be reimbursed to them by NDTL after satisfying that it has been actually and genuinely paid by the successful bidder.

14.6 The supplier shall not dispatch the equipment/systems after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the equipment/systems without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/or any other expense related to such supply shall lie against the purchaser.

15. Liquidated damages

Subject to the provision of Force Majeure under GCC clause 18, if the supplier fails to deliver any or all of the items within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of items until actual delivery or performance subject to a maximum of 10% of the contract price.

16. Termination for default

16.1 The purchaser, without prejudice of any other Contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the supplier, terminate the Contract in whole or in part, if the supplier fails to deliver any or all of the equipment/systems or fails to perform any other Contractual obligation(s) within the time period specified in the Contract, or within any extension thereof granted by the purchaser.

- 16.2 Unless otherwise instructed by the purchaser, the supplier shall continue to perform the Contract to the extent not terminated.

17 Termination for insolvency

If the supplier becomes bankrupt or otherwise insolvent, the Purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

18. Force Majeure

- 18.1 Notwithstanding the provisions contained in GCC clauses 15, 16 and 17, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 18.2 For purpose of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 18.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 18.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 18.5 In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

19. Termination for convenience

- 19.1 The Purchaser reserves the right to terminate the contract, in whole or in part for its (Purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the

contract is terminated, and the date with effect from which such termination will become effective.

- 19.2 The items which are complete and ready in terms of the contract for delivery within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices. For the remaining items, the Purchaser may decide:
- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - b) To cancel the remaining portion of items and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the items.

20. Fall Clause

- a) The Supplier undertakes that he has not supplied/is not supplying similar products/items to any Department of Govt. Of India i.e. Central Government/State Government, Statutory Undertakings of Central/State Governments/Local Bodies etc. and as well as to private Purchaser, domestic or foreign at a price lower than that offered in the present bid.
- b) If it is found at any stage that similar product/systems or sub systems was supplied by the Supplier to any of the above Organizations as well as to private Purchaser, domestic or foreign, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Supplier to the Purchaser, if the contract has already been concluded.

21. Withholding and lien in respect of sums claimed

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchase shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at anytime thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser or the Government, pending finalization or adjudication of any such claim and that The Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

22. Resolution of disputes

- 22.1 If dispute or difference of any kind shall arise between the Purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 22.2 **Arbitration:** In event of any dispute or difference between parties hereto, such disputes or differences shall be resolved amicably by mutual

consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Chief Executive Officer, NDTL, New Delhi. The provisions of Arbitration and Conciliation Act, 1996 (No. 26 of 1996) shall be applicable to the arbitration under this clause.

22.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Delhi only.

22.4 The Courts of Delhi will have the exclusive jurisdiction to try the disputes.

23. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

SECTION XIV-C**(C) SPECIAL CONDITIONS OF THE CONTRACT**

1. The special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in Section II & "General (Commercial) Conditions of the Contract" and wherever there is a conflict, the provisions herein shall prevail over those in Section II and General (Commercial Conditions of the Contract).
2. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honour the Contract without sufficient grounds.
3. The material shall be supplied in original packing from the manufacturer clearly indicating manufacturing date, expiry date and Price etc. The supply shall be completed within the delivery time as mentioned in this Contract, from the date of placement of purchase order.
4. The quality of items should be strictly be as per specifications mentioned at **Section XIII** of the bid document.
5. The Performance Guarantee would be returned after satisfactory execution of the contract and recovery cost charges, if any for defective goods, if any supplied or for non-satisfactory functioning of any goods/services.
6. TDS applicable will be deducted from the payable amount of the bill.
7. The bidder shall abide with all local/municipal/State/Central laws and regulations.
8. The bidder shall not engage any person below the age of 18 years.

SECTION – XV
BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

**National Dope Testing Laboratory
 Jawaharlal Nehru Stadium Complex,
 Gate No.10, Lodhi Road,
 New Delhi-110003.**

[The bank, as requested by the successful bidder, shall fill in this form in accordance with the instructions indicated]

Date: [insert date (as day, month, and year) of Notification of Award]
 and Contract No. _____

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary: National Dope Testing Laboratory, Jawaharlal Nehru Stadium Complex, Gate No.10, Lodhi Road, NEW DELHI-110003

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that [insert complete name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s) in figures and words] upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Signatures of authorized representatives of the bank and the Supplier

SECTION – XVI
INSTALLATION & PERFORMANCE ACCEPTENCE CERTIFICATE
(To be given by Consignee’s Authorized Representative)

Certified that the following store(s)/item(s) has/ have been received in full & good condition as per the contract specifications and terms & conditions of contract:

- 1) Contract No. & Date : _____
- 2) Supplier’s Name & Address : _____
- 3) Consignee : _____
- 4) Name of the item supplied : _____
- 5) Quantity supplied & received : _____
- 6) Date of receipt by the consignee : _____
- 7) Damages/Shortages/Recoveries : _____
- 8) Remarks, if any : _____
- 9) Ledger Entry Details : _____

It is certified that the above mentioned equipment has been installed, commissioned and demonstrated by authorized representative of supplier and training imparted to the staff of purchaser as per the terms of contract.

() () ()

Signatures of Inspection & Acceptance Committee Members

Countersigned by Scientific Director, NDTL

Date: _____

Place: _____

(Seal)