

**NATIONAL CENTRE FOR DISEASE INFORMATICS AND RESEARCH  
(Indian Council of Medical Research)**

Department of Health Research, Ministry of Health and Family Welfare, Government of India  
Nirmal Bhawan-ICMR Complex (II Floor), Poojanahalli, N.H-7, B. B. Road,  
Kannamangala Post, Bengaluru-562 110 (India)

**TENDER FOR**

**Supply, installation, testing, commissioning of CCTV Camera along with  
storage LAN connection and other accessories required for working of  
CCTV Surveillance System at National Centre for Disease Informatics and  
Research (ICMR) Bengaluru.**

Email: [nkdir@ncdirindia.org](mailto:nkdir@ncdirindia.org) / [adm.ncdir@gov.in](mailto:adm.ncdir@gov.in)

Website: [www.ncdirindia.org](http://www.ncdirindia.org)

Tender Inquiry No: NCDIR/ICMR/2/2017 (CCTV)

Name of the bidder

---

---

---

Cost of Tender Document – Rs. 500/-

## **TABLE OF CONTENTS**

<b>Sl.No.</b>	<b>TITLE</b>	<b>PAGE NO.</b>
1	Notice Inviting Tender	3
2	Instructions to the Bidders	4-5
3	Commercial and General Terms & Conditions of the Contract	6-15
4	Technical Bid (Annexure – II [Part A and Part B])	16
5	Agreed Terms and Conditions (Annexure – II)	17-18
6	Financial Bid (Annexure – III)	19
7	List of Organizations and Clients (Annexure – IV)	20
8	Vendor Details (Annexure – V)	21-22
9	Undertaking from Bidders (Annexure – VI)	23
10	Tender Fee & Earnest Money Deposit Payment Particulars(Annexure – VII)	24
11	Performance Security(Annexure – VIII)	25-26
12	Manufacturers Authorization(Annexure – IX)	27
13	Declaration(Annexure – X)	28
14	Turn Over Details(Annexure – XI)	29

**NATIONAL CENTRE FOR DISEASE INFORMATICS AND RESEARCH**  
*Indian Council of Medical Research, Bengaluru*

**NOTICE INVITING TENDER**

**NCDIR, Bengaluru invites sealed tenders under two bid systems for Supply, installation, testing, commissioning of CCTV Camera along with storage LAN connection and other accessories required for working of CCTV Surveillance System National Centre for Disease Informatics and Research (ICMR) Bengaluru.**

<b>SCHEDULE</b>		
<b>S.No.</b>	<b>Activity Description</b>	<b>Schedule</b>
1.	Tender Enquiry No	NCDIR/ICMR/2/2017 (CCTV)
2.	Sale of Tender Document	28 <sup>th</sup> January 2017 to 20 <sup>th</sup> February 2017 till 1:00 pm Tender document can be collected from NCDIR office or downloaded from our website <a href="http://www.ncdirindia.org">www.ncdirindia.org</a>
3.	Time and last date of depositing Tender/Bid	20 <sup>th</sup> February 2017 up to 5.00 PM
4.	Time and date of Opening of Technical Bid	28 <sup>th</sup> February 2017 at 2:30 PM
5.	Time and date of Opening of Financial Bid	The Financial bid will be opened after evaluation of technical bid, which will be announced later.
6.	Minimum Validity of Tender Offer	One year from the date of Opening of tender.
7.	Services to be offered	Supply, installation, testing, commissioning of CCTV Camera along with storage LAN connection and other accessories required for working of CCTV Surveillance System
8.	Estimated Cost of Tender	Rs. 4,50,000/-
9.	Amount of EMD to be Deposited	Rs. 9,000/-
10.	Cost of Tender Document	Rs. 500/-

**Important Notes:**

1. NCDIR reserves the right to accept / reject any/all tenders in part/full without assigning any reason thereof.
2. Any Addendum/Corrigendum date extension in respect of above tender shall be issued on our website [www.ncdirindia.org](http://www.ncdirindia.org) only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated.

**DIRECTOR**  
**NCDIR (ICMR) BENGALURU**

## **INSTRUCTIONS TO THE BIDDERS**

The tender shall be submitted in accordance with these instructions and any tender not confirming the instructions as under is liable to be rejected. These instructions shall form the part of the tender and contract.

1. The firms fulfilling the following criteria, may deposit their tenders super scribed as “Tender for Supply, installation, testing, commissioning of CCTV Camera along with storage LAN connection and other accessories required for working of CCTV Surveillance System for National Centre for Disease Informatics and Research (ICMR) Bengaluru” and address it to The Director, National Centre for Disease Informatics and Research (ICMR), Nirmal Bhawan-ICMR Complex (II Floor), Poojanahalli, Off N.H. -7, Adjacent to Trumpet Flyover of BIAL, Kannamangala Post, Bengaluru – 562 110 so as to reach on or before 5:00 PM, 20<sup>th</sup> February or the tender may be dropped in Tender Box placed at II Floor – Administration Room of NCDIR, Bengaluru.
2. The technical/commercial tender in two separate sealed covers with technical bid marked clearly as “Technical Bid” and Financial proposal marked as “Financial Bid” should be submitted.
3. The intending bidder, in case of Prime Equipment Manufacturers shall submit a self declaration on their letter-head, along with the tender documents, confirming that they are regular in manufacturing, supplying, installing, testing and commissioning of the similar equipment from last 2 years.
4. The intending bidder, in case of Authorized Distributor/ Authorized Dealer shall possess valid authorized Distributorship /Dealership license from Prime Equipment manufacturers. The bidder shall enclose the copy of the same in the bid while submitting the tender.
5. The equipment shall be in compliance to the specifications mentioned in Annexure – I of the tender and shall be of the latest technology, best quality and high standards. The tenderer should enclose the product catalogue supporting the specifications mentioned in Annexure – I (Part A and Part B).
6. Any optional Accessories / Tooling, besides the standard equipment recommended for the better performance of the equipment, if offered, be provided with their full technical details including their use and advantage in a separate sheet with the tender documents. Warranty period, if applicable, should be specified for these.
7. No extra payment shall be paid on account of any discrepancy in nomenclature of items.
8. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any bidder stipulates any condition of his own, such conditional tender is liable to be rejected.
9. Director, NCDIR, reserves the right to reject any tender/bid wholly or partly without assigning any reason.
10. The Committee constituted by the Director NCDIR shall have the right to verify the particular furnished by bidder independently. Those technically qualified bids will only be considered for price evaluation (Financial bid). Price should not be quoted with technical bid; otherwise

the tender will be rejected without any correspondence. Decision of the Director, NCDIR Bengaluru on the eligibility for qualifying technical bids shall be final and no representation shall be considered in this regard.

11. Bidder shall take into account all costs including installation, testing and commissioning, cartage etc. for giving delivery of material at site i.e. NCDIR, Bengaluru before quoting the rates. In this regard no claim for any extra payment for any reason shall be entertained.
12. The supply should be delivered at our premises free of transport charges in the address given below and the contractor shall be responsible for dues damage during the transit of goods.
13. The material shall be inspected on receipt at site i.e. NCDIR, Bengaluru and contractor shall be responsible for any damage during the transit of goods.
14. All the communication with respect to the tender shall be addressed to:

The Director,  
National Centre for Disease Informatics and Research (ICMR)  
Nirmal Bhawan-ICMR Complex (II Floor), Poojanahalli  
Off N.H. -7, Adjacent to Trumpet Flyover of BIAL  
Kannamangala Post, Bengaluru – 562 110

15. In the event of any dispute the legal matter shall be subjected to the jurisdiction of Bengaluru Court only.

16. On receipt of the approval from ICMR Hqs. New Delhi, the purchase order will be issued to the successful tenderer i.e L1 (lowest one) by the Director, NCDIR, Bengaluru.

We confirm with our acceptance to the instructions from S.No.1 to 16 above.

Date:

Name, Signature and Seal of Bidder

## **COMMERCIAL AND GENERAL TERMS & CONDITIONS OF THE CONTRACT**

Nature of Goods/ Equipments: Supply, installation, testing, commissioning of CCTV Camera along with storage LAN connection and other accessories required for working of CCTV Surveillance System mentioned in Annexure – I.

### **1. Eligibility Criteria:**

- a) Should be a Firm/Company (Incorporated in India) having their own Service Centre.
- b) Bidder should have a fully functional service centre with spares stock for attending the breakdown calls. Details of the service centre must be provided.
- c) Bidder should be an established Service Centre. Services provider should have been in this business for a period not less than five years as on 01.01.2017.
- d) Bidder should have a minimum 5 year experience in Supply, installation, testing and commissioning of CCTV Surveillance System.
- e) The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
- f) The Bidder must have a turnover of more than Rs.25 lakhs in at least one of the last three Financial Years ending on 31.03.2016

### **2. Scope of Supply:**

- a) The tenders shall be submitted as per the technical specifications as per Annexure – I
- b) Submission of the tender implies that these conditions of tender have been read by the bidders and is aware of the scope of the supply and the quality of the material to be supplied. The final acceptance of the tender rests with the Director, NCDIR, Bengaluru who reserves the right to accept or reject any or all tenders without assigning any reason thereof.

### **3. Submission of Bids:**

Only physical bids received by NCDIR, Bengaluru office will be considered for opening. Bids sent through fax or email will not be considered.

The tender should be submitted in a sealed cover in two parts as under

- a) Technical Bid: Envelope should subscribed "Technical bid for Supply, installation, testing, commissioning of CCTV Camera along with storage LAN connection and other accessories required for working of CCTV Surveillance System". It should contain the Tender Fee, Earnest Money Deposit (EMD) and all details as mentioned in Technical Bid [Annexure – I]
- b) Financial Bid: Financial Bid: The second envelope should subscribed "Financial bid for Supply, installation, testing, commissioning of CCTV Camera along with storage LAN connection and other accessories required for working of CCTV Surveillance System" and it should contain the rates etc. as per Annexure III .

#### **4. Validity of Tender:**

- a) The tender shall be valid for a period of one year from the date of opening of the tender.
- b) Bidders for any reason whatever, withdraws the tender after it is accepted or become unable or fails to execute the orders within stipulated delivery period, NCDIR shall be at liberty to cancel the order forthwith and the EMD of the tender in such a case will be forfeited by the NCDIR.
- c) No representation for the enhancement of the prices of the accepted tender or alteration of the terms and conditions will be entertained till supplies are completed.

#### **5. Offers ready stock / Subject to prior sale:**

- a) Offers from ready stock are preferred. In case the offers are subject to prior orders, the Bidders shall indicate the period within which the ordered quantity will be supplied. The Bidders shall note that in case Bidder fails to supply within the period of delivery indicated in the said tender, penalty at the rate of 1% of value of the order, per week of delay subject to maximum of 20% of the order value will be levied.
- b) The successful Bidder shall, within 5 days from the date of receipt of communication of acceptance of quotes from NCDIR shall intimate his acceptance of the order. The successful Bidder shall complete supplies strictly as per the accepted delivery period.

#### **6. Price Applicability**

- a) The price shall be firm and shall include all applicable taxes and charges. Any variation in the duties, levies etc. during the period of supplies shall be charged to the bidder account. The rates quoted shall be all inclusive, with the delivery, up to destination i.e. NCDIR, Bengaluru.
- b) The Bidders shall submit the copy of PAN Number, TIN Number registration details along with the tender.

#### **7. Delivery:**

- a) The successful bidder shall complete supplies strictly within the accepted delivery period. Material ordered by the NCDIR shall be delivered to destination securely packed as may be necessary.
- b) The Equipments shall have to be delivered and installed at NCDIR, Bengaluru to the satisfaction of concerned Authority.
- c) Supply, installation, testing, commissioning of CCTV Camera along with storage LAN connection and other accessories required for working of CCTV Surveillance System shall have to be carried out free of charge at NCDIR, Bengaluru. The comprehensive catalogue which includes instructions for Operation, Maintenance, Trouble shooting and

all other areas which are necessary for smooth functioning of equipment, shall be provided along with the equipment by the bidder.

## **8. Standards**

The goods supplied under the contract shall conform to the standards mentioned in the Technical Specifications.

## **9. Patent Rights**

The Contractor shall indemnify the Purchaser against all third party actions/claims of infringement of patent, trademark or industrial design rights arising from the use of goods or any part thereof.

## **10. Performance Security**

- a) Within 10 days of the Contractor's receipt of Letter of Intent (LOI)/P.O., the Contractor shall furnish a Performance Security in the form of a Bank Guarantee for an amount equivalent to 10% of the contract/P.O value issued by a schedule Bank from its branch in Bangalore, in the prescribed format given in this tender.
- b) The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Contractor's failure to complete its obligations under the contract.
- c) The Performance Bond will be discharged by the Purchaser after completion of the Contractor's obligations including any warranty obligations under the contract.

## **11. Inspection and Tests**

- a) The Purchaser or its representatives or ultimate client shall have the right to inspect and test the goods for their conformity to the specifications. The Purchaser may also appoint an agency for this purpose. The technical specifications shall specify what inspection and tests the Purchaser requires and where they are to be conducted, Where the Purchaser decides to conduct such tests on the premises of the Contractor, all reasonable facilities and assistance like testing instruments and other test gadgets including access to the drawings and production data shall be furnished to the Inspector free of costs. In case the tested goods fail to conform to the specifications, the Inspector may reject them and the Contractor shall either replace the rejected goods or make alteration necessary to meet the specifications requirements free of cost to the Purchaser.
- b) Notwithstanding the pre-supply tests and inspections, the material on receipt in the Purchaser's premises shall also be tested and if any material or part thereof is found defective, the same shall be replaced free of cost to the Purchaser. If any material before it is taken over is found defective or fails to fulfill the requirements of the contract, the Inspector shall give the Contractor notice setting forth details of such defects or failures and the Contractor shall make the material good or alter the same to make it comply with the requirements of the contract and in any case within a period not exceeding 1 month of



the initial report. These replacements shall be made by the Contractor, free of the all charges, at the site(s).

## **12. Warranty**

- a. The Contractor shall give warranty that goods to be supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The Contractor shall be responsible for any defects that may develop under the conditions provided by the contractor and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect goods are faulty. This warranty shall survive inspection or payment for, and acceptance of goods, after the goods have been taken over.
- b. If it becomes necessary for the contractor to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment's replaced or renewed. If any defect is not remedied within a reasonable time, the Purchaser may proceed to get the work done at the Contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Contractor in respect of such defects.
- c. Replacement under warranty clause shall be made by the Contractor free of all charges at site including freight, insurance and other incidental charges.
- d. The equipments offered shall conform to the specifications as given in tender/order and shall be guaranteed against defective design, defective quality material supplied, manufacturing defects etc., for a minimum period of 12 months from the date of supply of CCTV Camera.
- e. The Bidders have the right to offer warranty more than the period of warranty offered by manufacturer of the product for 12 months from the date of supply of CCTV Camera and this aspect would certainly be taken into consideration.

## **13. Payment:**

- a. The payment will be made through NEFT by NCDIR to the bank account as mentioned in the bank mandate. The bidder shall submit the documents which shall clearly indicate that the Proper Installation, Commissioning & successful Testing of Equipment are done and said document shall be duly acknowledged by the Administration of NCDIR.

#### **14. Tender Fee and Earnest Money Deposit (EMD):**

##### **Tender Fee:**

The cost of tender document is Rs. 500/- (Rs. Five Hundred only) (Non - refundable). The tender document can be obtained by paying the fees through Demand Draft / Bankers Cheque drawn in favour of "The Director, NCDIR payable at Bengaluru". The cost of tender document shall be attached with Technical Bid in case the tender document is downloaded from the website. The Tender Document is not transferable to any other bidder.

##### **Earnest Money Deposit (EMD):**

- a) The units registered with Central Purchase Organization (DGS&D), National Small Industries Corporation (NSIC) or the concerned Ministry or Department shall be exempted from the payment of Earnest Money as defined under Rule 157 of General Financial Rules (GFR), 2005. In such case, copy of the certificate showing registration with the above mentioned institutions to be enclosed along with the bid.
- b) In case the unit is not covered as above, it shall submit the offer along with the Earnest Money Deposit (EMD) for Rs. 9,000/-

An Earnest Money Deposit of Rs. 9,000/- (Rs. Nine Thousand only) in the form of demand draft drawn in favor of Director, NCDIR Bengaluru may be submitted, failing which their bids will not be considered valid. The amount will be refunded to unsuccessful bidder without any interest after completion of the tender process. The EMD should remain valid for a period of 45 days beyond the final tender validity period.

Note:

The EMD will be forfeited in following cases:

- a) If the bidder fails to accept the order based on his/her offer (bid) and within the prescribed time.
- b) If the bidder fails to supply the material with specifications in compliance to as mentioned in Annexure – I.( Part A and Part B)
- c) If the bidder delays supply beyond a reasonable time resulting in disruption of NCDIR works.

#### **15. Service Facility:**

In order to ensure proper and timely after sales service, contact details with addresses of service centre nearest to Bengaluru shall be provided along with the bid.

#### **16. Taxes:**

Contractors shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

## **17. Change Orders**

The Purchaser may at any time by written order given to the Contractor make changes Within the general scope of the contract in any one or more of the following:-

- a) Drawings, designs or specifications where goods to be furnished under the contract are to be specifically manufactured for the Purchaser.
- b) Method of transportation or packing.
- c) Place of delivery.
- d) Services to be provided by the contractor.

If any such change causes an increase or decrease in the cost or the time required for the execution of the contractor, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended.

## **18. Sub-Letting**

The Bidder cannot assign or transfer and sub-contract its interest/ obligations under the contract without prior written permission of the Purchaser.

## **19. Liquidated Damages**

- a) The date of the delivery of the goods/services stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed not later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period and accepted by the consignee, such deliveries will not deprive the Purchaser of the right to recover Liquidated Damages.
- b) In case the Contractor fails to supply the goods/services against the order, the same shall be procured from other Contractors at the cost and risk of the Contractor and the excess money will be recovered from any dues of the party.
- c) For late deliveries, as liquidated damages, a sum equal to 2% of the price of any goods/services not delivered or total order value in case where part delivery is of no use to a Purchaser, for a week or part of a week subject to maximum limit of 10% of the total order will be recovered from the Contractor. The Purchaser also reserves the right to cancel the order in such cases and forfeit the EMD/Performance Bank Guarantee and may also debar the Contractor for future purchases.
- d) LD can be recovered from any dues of the Contractor.

## **20. Arbitration**

- a) In the event of any dispute arising between Purchaser and the Contractor in any matter covered by this contract or arising directly or indirectly there from or connected or concerned with the said contract in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to the The Director, NCDIR, Nirmal Bhawan-ICMR Complex (II Floor), Poojanahalli, N.H-7, B. B. Road, Kannamangala Post, Bengaluru-562 110 (India), who may himself act as sole arbitrator or may name as sole arbitrator an officer of NCDIR notwithstanding the fact that such

officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration. The contractor expressly agrees that the arbitration proceedings shall be held at Bangalore.

- b) The proceedings of arbitration shall be in English language:
- c) In case any contractor wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Bangalore shall have the Jurisdiction.

## **21. Risk Purchase**

In the event of Contractor's failure to execute the contract to the satisfaction of the purchaser, the purchaser reserves the right:

- (a) To reject any part of the Contract executed and withhold payment for such portion of the Contract till such time the defects are rectified to the satisfaction of the purchaser.
- (b) To terminate the Contract by giving 2 weeks notice in writing without assigning any reason and to get the Contract executed by other agency at the risk and cost of the Contractor.

## **22. Applicable Laws**

- a) This contract shall be interpreted, construed and governed by the laws of the Republic of India and the parties hereby submit to the exclusive jurisdiction of the Court at Bangalore and to all Courts at Bangalore having jurisdiction in appeal there from. Any dispute in relation to the contract shall be submitted to the appropriate Court of the Republic of India for determination. The parties to the contract shall continue to fulfill their respective obligations under the contract during the currency of the contract pending the final decision of the Court.

## **23. Packing**

- a) The contractor shall provide packing of the goods, as required to prevent their damages or deterioration during the transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit.
- b) The equipment shall be securely boxed, crated and protected from mechanical damage, moisture etc. suitable for both storage and transit according to the nature of the material and mode of transport.

## **24. Replacement Of Defective Equipment**

- a) If any equipment or any part thereof, is found defective or fails to meet the requirements of the contract before it is accepted, NCDIR shall give the Contractor a notice setting forth details of such defects or failures and the Contractor shall forthwith arrange to set right the defective equipment or replace the same by the good one to make it comply with the requirements of the contract. This in any case shall be completed within a period not exceeding one month from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the Contractor free of cost. If the Contractor fails to do the needful within this stipulated time frame, the purchaser reserves the right to reject the equipment in full or in part and get it replaced at the cost of the

Contractor. The cost of any such replacement made by the Purchaser shall be deducted from the amount payable to the Contractor against this purchase order.

- b) If any equipment or part thereof is lost or rendered defective during transit, pending settlement of the insurance claim, fresh order shall be placed on the Contractor for such loss or defective equipment and the Contractor shall arrange to supply the same within three months of such order at the same prices and on the same general terms and conditions as mentioned in this purchase order.

## **25. Force Majeure**

- a) If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of Nature, hereinafter referred to “eventuality”, provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an “eventuality” be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such “eventuality” has come to an end or ceased to exist. In case of any dispute, the decision of Director, NCDIR, Bengaluru, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the Purchaser shall be at liberty to take over from the Contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Contractor at the time of such termination, or such portion thereof as the Purchaser may deem fit except such material, as the Contractor may, with the concurrence of the Purchaser, elect to retain.

## **26. Termination for Default**

- a) The Purchaser, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this contract in whole or in part.
- If the contractor fails to deliver any or all the goods within the time period (s) Specified in the contract, or any extension thereof granted by the Purchaser
  - If the Contractor fails to perform any other obligation(s) under the contract;
  - If the Contractor, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
  - If the Contractor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
  - On a notice period of 30 days.

For the purpose of this Clause:

- 1) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

- 2) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition”.

b) In the event the Purchaser terminates the contract in whole or in part pursuant to above paragraph the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Contractor shall be liable to the Purchaser for any excess cost for such similar goods. However, the Contractor shall continue the performance of the contract to the extent not terminated.

### **27. Claims:**

- a) If the material supplied are found to be off size and shape different than those in the accepted offer and are of specifications lower than those stipulated in the accepted offer, NCDIR, Bengaluru shall have the right to totally reject the goods and/or to prefer a claim for compensation for the part of goods, which are rejected.
- b) The contractor shall reimburse to NCDIR, the actual expenditure incurred, on such goods, within 15 (fifteen) days of its demand.
- c) The contractor shall be responsible for arranging the rejected goods to be removed at his/her cost from NCDIR, Bengaluru premises.

The contractor shall also compensate for losses, if any, sustained by NCDIR due to defective packing and/or wrong marking of the goods.

### **28. Excise Duty**

- a) The offer should contain the Basic Price and percentage of Excise Duty should be shown separately, since NCDIR, Bengaluru is exempted from payment of Excise duty vide Govt. Notification No. 10 / 97-Central Excise dated 1st March, 1997.
- b) NCDIR, Bengaluru is exempted from payment of Custom Duty vide Govt. Notification No.51 / 96- Customs dated 23rd July, 1996. Since the contractors are requested to quote only on for basic price, custom duty will not be applicable for the contractors.
- c) The rates of Sales Tax, G.S.T, C.S.T and Excise Duty must be clearly indicated. Whenever chargeable S.T/ G. S. T / C. S. T numbers must be indicated. It will be deemed that no Taxes are payable by us if such items are not indicated.

### **29. Termination for Insolvency**

- a) The Purchaser may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the contractor if the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

### **30. Add On/Repeat Order**

- a) NCDIR, reserves the right to place Add on/Repeat order for additional quantity to 100% of the original quantity at the same rate and terms & conditions of the purchase order within six months from the date of issue of purchase order.

We confirm with our acceptance to the Commercial & General Terms & Conditions Sl. No. 1 to 31 as given above.

Date:

Name, Signature and Seal of Bidder

**ANNEXURE - I**

**TECHNICAL BID**

**Technical Specification for Supply, installation, testing, commissioning of CCTV Camera along with storage LAN connection and other accessories required for working of CCTV Surveillance System**

<b>Sl. No.</b>	<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Compliance (YES/NO)</b>	<b>If No, Specify Requirements</b>
1.	Total Camera	25 Nos.		
2.	Camera Type	16 Dome IP Camera with 2 megapixel 9 Bullet IP Camera with 2 megapixel		
3.	Day/Night Function	Yes		
4.	Motion Detection	Yes		
5.	Camera Resolution	1920x1080 Frame rate: 30 frame per second		
6.	IR LED Range	Minimum 20 to 30 meters coverage		
7.	Vandal – Proof	Yes		
8.	NVR with Internet Access	Minimum 36 Channels		
9.	Data Storage	Minimum 3 Months data		
10.	POE Switches	2 Nos. of 24 ports Redundant uplink from North wing to south wing		
11.	Power	POE enabled Cameras		
12.	Connectivity	Support IE, Mobile Phone, Remote Monitoring		
13.	Network Support	NETVF, ONVF		
14.	Support	Third party IP camera support		
15.	Cable for CCTV, Casing/Capping/Conduit/Flexible	Bidder should examine the site to understand the requirement and working of Institute and quota accordingly. (Approximately 500 Meters)		
16.	Warranty	3 Years		
17.	Software	i. System should be provided with suitable software for monitoring, archiving, replay for data ii. Software should be able to connect all the cameras and also suitable for future expansion.		
<b>OPTIONAL</b>				
18.	AMC	AMC charges for 5 years after completion of warranty period (4 <sup>th</sup> year onwards)		



## ANNEXURE - II

### AGREED TERMS AND CONDITIONS

(TO BE FILLED BY INDIAN BIDDERS QUOTING ONLY IN INDIAN RUPEES)

**Important Notes:**

- (A) This questionnaire (ATC) duly filled-in the same word file must be submitted along with the offer, failing which your offer will be liable for rejection. This document received in any other form will not be accepted and can lead to rejection of offer.
- (B) Each point must be confirmed / replied suitably.
- (C) Bidders to note that the confirmation/acceptance/comments mentioned/agreed by them in this ATC are final and will supersede any contrary term indicated elsewhere in their quotation / tender documents.

**NCDIR'S Tender No: NCDIR/ICMR/2/2017 (CCTV)**

S. No.	Description/Tender Requirement	Vendor's Reply
<b>Vendor Compliance to Technical Conditions</b>		
1.	<b>Confirm</b> that the offer has been submitted strictly as per the tender requirements.	
2.	<b>Confirm</b> that all pages of "Technical Specifications" have been submitted with the technical bid as a token of acceptance	
3.	<b>Confirm</b> that all the documents related to "Technical Criteria for acceptance of offer" have been submitted with the technical bid.	
4.	<b>Confirm</b> that there is no technical deviation and specification of offered product is same as per tender specification	
<b>Vendor Compliance to Commercial Conditions</b>		
1.	<b>Confirm</b> that you are a OEM <b>OR</b> Authorized dealer of CCTV Cameras. In case of authorized dealer of CCTV Camera submit authorization letter along with your bid	
2.	<b>Confirm</b> that the quoted prices are in Indian Rupees	
3.	Confirm that the Prices shall be FIRM and FIXED till complete execution of order and shall not be subject to variation on any account	
4.	<b>Confirm unconditionally</b> that your quotation is valid for acceptance up to 1 year from the closing date of this enquiry	
5.	<b>Please note</b> that Packaging & Forwarding charges or any other charges should be included in Price Bid. The total price of all items put together will be considered for price evaluation.	
6.	<b>Excise Duty</b> – It may please be noted that NCDIR, Bengaluru is registered with the <b>DSIR</b> for the purpose of availing the Central Excise Duty exemption in terms of Govt. Notification <b>No.51/96-Customs dated 23.07.1996</b> and <b>No.10/97-Central Excise dated 01.03.1997</b> . The Exemption Certificate along with the copy of Certificate of Registration (if required) can be obtained on demand and would be	

	provided to the successful bidder as and when asked for.	
7.	<b>Please confirm</b> that your firm have not been banned or delisted by any Government or Quasi Government agencies or PSUs. This does not necessarily be the cause for disqualification. <b>However if this declaration is not furnished the bid may be rejected as non-responsive.</b>	
8.	If your response to point no. 7 above is “Banned/Delisted”, please provide details of such banning / delisting such as (i) Banned / Delisted by ..... (Name of Co.) and (ii) Validity of such delisting / banning.	
9.	<b>Confirm unconditional acceptance</b> that any bidder making a false claim would have its contract terminated forthwith, if detected later.	
10.	<b>Confirm that</b> you shall supply the requisite operation/maintenance manual with the equipment.	
11.	<b>Please also confirm that</b> spare parts shall be made available as and when required for a minimum period of 7 years from the date of successful completion of warranty period.	
12.	<b>Confirm unconditional acceptance</b> Confirm unconditional acceptance of comprehensive warranty (inclusive of absolutely free of charge delivery (all expenses paid) at our site and installation of replacement parts/spares and free of all expenses related to such service calls) for a period of clear 12 months or more from the date of satisfactory completion of onsite installation, commissioning and training at our location	
13.	<b>Confirm</b> whether your firm is registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs Order, 2012. a) District Industries Centers (DIC) b) Khadi and Village Industries Commission (KVIC) c) Khadi and Village Industries Board d) Coir Board e) National Small Industries Corporation (NSIC) f) Directorate of Handicraft and Handloom g) Any other body specified by Ministry of MSME <b>If Yes, then please mention with whom your firm is registered with as MSE and the proof for the same may be attached</b> <b>NOTE:</b> Benefits/Preference available to Micro & Small Enterprises (MSEs) is applicable to “Producer/Manufacturer” of the tendered items only”	
14.	<b>The bidder is requested to advise whether they have a rate contract for the quoted items with DGS&amp;D and if so whether the same could be extended to NCDIR.</b>	

**ANNEXURE – III**

**Financial Bid for Supply, installation, testing, commissioning of CCTV Camera along with storage LAN connection and other accessories required for working of CCTV Surveillance System**

<b>Sl. No.</b>	<b>Item Description</b>	<b>Brand</b>	<b>Unit Cost</b>	<b>Qty.</b>	<b>Taxes /VAT</b>	<b>Total</b>
1.	Dome IP Camera with 2 megapixel –POE enabled			16 nos.		
2.	Bullet IP Camera with 2 megapixel –POE enabled			9 nos.		
3.	Day/Night Function, Motion Detection, Camera Resolution, IR LED Range, Vandal-Proof, NVR with internet access, Connectivity, Network Support and Third Party Support Data Storage, POE Switches, Cable for CCTV, casing/capping/conduit/flexible, Software with monitoring, archiving and replaying the data facilities and also suitable for future expansion					
4.	3 years Warranty					
	<b>Optional-I</b>					
5.	AMC charges for 5 years after completion of warranty period					
	<b>Total</b>					

The above Total amount mentioned is inclusive of all tax and other charges

Date:

Name, signature & seal of the bidder

**ANNEXURE - IV**

**List of Govt. Organizations / Dept.**

<b>List of Government Organizations for whom the Bidder has undertaken such work during last three years(must be supported with work orders)</b>		
<b>Name of the organization</b>	<b>Name of the Contact person</b>	<b>Contact No.</b>

<b>Name of application specialist/ Service Engineer who have the technical competency to handle and support the quoted product during the warranty period.</b>		
<b>Name of the organization</b>	<b>Name of Contact person</b>	<b>Contact No.</b>

Signature of Bidder

Name: \_\_\_\_\_

**ANNEXURE – V**

**On the Letterhead of the Vendor/Contractor/Supplier Details**

Date:

To  
The Director,  
National Centre for Disease Informatics and Research (ICMR)  
Nirmal Bhawan-ICMR Complex (II Floor), Poojanahalli  
Off N.H. –7, Adjacent to Trumpet Flyover of BIAL  
Kannamangala Post, Bengaluru – 562 110

Dear Sir,

We hereby give our consent to accept the related payments of our claims/bills on NCDIR through Cheques or Internet based online E-Payments system at the sole discretion of NCDIR. Our Bank account details for the said purpose are as under:

<b><u>A. Vendor Details:</u></b>	
1.Name ( As per the Bank Records)	
2.Address	
3.PAN No.	
4.TIN No.	
5.CST No.	
6.E-mail ID	
7.Mobile Number	
<b><u>B. Particulars of Bank Account:</u></b>	
1. Bank Name	
2. Branch Name/Branch Code	
3. Branch Address	
4. 9 Digit MICR No. of Bank and Branch( As appearing on the cheque)	
5. Account Type (Savings/Cash credit/Current)	
6.Account Number ( as appearing on the cheque book)	
7.IFSC Code of the Branch( For RTGS)	
8.IFSC Code of the Branch( For NEFT)	

\*\*\*(please attach a blank copy of a cancelled cheque/photocopy of a cancelled cheque issued by your Bank relating to the above account number for verifying the accuracy of the 9 digit MICR code number.

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I would not hold the user Institution responsible.

Date :  
Firm  
Phone No:

Signature/Seal of

Certified that the particulars furnished above are correct as per our records

Date :  
Signatory

Company's Authorized

Phone No:

**Encl: Photocopy of cheque duly cancelled and copy of Indian PAN Card**

**ANNEXURE – VI**

**(Undertaking from Bidders)**

To  
The Director,  
National Centre for Disease Informatics and Research (ICMR)  
Nirmal Bhawan-ICMR Complex (II Floor), Poojanahalli  
Off N.H. –7, Adjacent to Trumpet Flyover of BIAL  
Kannamangala Post, Bengaluru – 562 110

Sir,

Nature of Goods/Equipments:	CCTV Camera along with Storage LAN connection and other accessories required for working of CCTV Surveillance System
-----------------------------	--

Having Examined and Perused the following documents:

1. Notice Inviting Tender
2. Instruction to the Bidder
3. Commercial General Terms & Conditions
4. Technical Specifications of items (Annexure – I) for which tender is issued
5. Price Bid

I/We .....do hereby submit tender in prescribed formats for Supply, installation, testing, commissioning of CCTV Camera along with storage LAN connection and other accessories required for working of CCTV Surveillance System to NCDIR, Bengaluru, completed in all respects in accordance with the conditions applicable.

If this tender is accepted, I/We agree to abide by and fulfill all the terms and conditions in the tender documents

I/We hereby distinctly and expressly declare and acknowledge that before the submission of this tender, I/We have carefully read and followed the instructions and I/We have understood the existing system of supply in the NCDIR, including the scope and nature of duties expected from the Bidder.

I/We distinctly agree that I/We would hereafter make no claim or demand upon the NCDIR, Bengaluru based upon or arising out of any alleged misunderstanding or misconceptions or mistake on my/our part of the said stipulations, restrictions and conditions.

Any notice required to be served on me/us shall be sufficiently served on me/us by post (registered or ordinary) or courier or left at my/our address furnished herein. I/We fully understand the terms and conditions in the tender documents.

Dated this.....day of.....2017

**ANNEXURE – VII**

**TENDER FEE & EARNEST MONEY DEPOSIT PAYMENT PARTICULARS**

Number of Demand Drafts enclosed:

Demand Draft particulars:

Sl. No.	D.D. No.	Date	Name of the Bank / Branch and Place	Amount
1				
2				
3				

I / We, ..... hereby declare that the particulars furnished by me/us in this offer are true to the best of my/our knowledge and I/We understand and accept that, if at any stage the information furnished by me/us are found to be incorrect or false, I/We am/are liable for disqualification from this tender and also liable for any penal action that may arise due to the above, besides being black listed.

Signature :

Name :

Designation :

Name of the Agency :

Address of the Bidder :

Phone No. & Mob. No.:

Email Address:

Website address (if any):

Date:



## ANNEXURE – VIII

### PERFORMANCE SECURITY BOND FORM

1. In consideration of National Centre for Disease Informatics and Research (ICMR) Bengaluru (here in after called the NCDIR Bengaluru) having agreed to exempt \_\_\_\_\_(here in after called the said contractor(S) from the demand of security deposit/earnest money of Rs \_\_\_\_\_on production of Bank Guarantee for Rs.\_\_\_\_\_. For the due fulfillment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for supply of \_\_\_\_\_we, (name of the Bank) \_\_\_\_\_(herein after referred to as “the Bank”) at the request of \_\_\_\_\_Contractor’s do hereby undertake to pay the NCDIR Bengaluru an amount of not exceeding \_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the NCDIR Bengaluru reason of any breach by the said contractor’s of any of the terms & conditions contained in the said agreement.

2. We (Name of the Bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the NCDIR Bengaluru stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NCDIR Bengaluru reason of breach by the said contractor’s of any of terms & conditions contained in the said agreement or by reason of the contractors failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, where the decision of the NCDIR Bengaluru in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.\_\_\_\_\_.

3. We undertake to pay to the NCDIR Bengaluru any money so demanded notwithstanding any disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

4. We (Name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the NCDIR Bengaluru, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till NCDIR Bengaluru certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges guarantee.

5. We (name of the bank) further agree with the NCDIR Bengaluru that the NCDIR Bengaluru shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & condition of said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the NCDIR Bengaluru against the said any contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the NCDIR Bengaluru or any indulgence by the NCDIR Bengaluru to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/ supplier(s).

7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by NCDIR Bengaluru.

Dated : \_\_\_\_\_

For \_\_\_\_\_  
(Indicating the name of the bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.

**ANNEXURE – IX**

**MANUFACTURERS AUTHORIZATION FORM**

Ref No : .....

Dated : .....

To,  
The Director  
National Centre for Disease Informatics & Research  
Indian Council of Medical Research  
Nirmal Bhawan - ICMR Complex (II Floor)  
Poojanahalli Off N.H.-7  
Adjacent to Trumpet Flyover of BIAL  
Kannamangala Post  
Bengaluru – 562 110.

Reference: Tender No. .... dated \_\_\_\_\_ due on  
\_\_\_\_\_

Dear Sir,

We \_\_\_\_\_ the Manufacturers of \_\_\_\_\_  
\_\_\_\_\_ having manufacturing unit at \_\_\_\_\_  
\_\_\_\_\_ (Address of the  
factory) do hereby authorize M/s. \_\_\_\_\_ (Name and  
Address of dealer) to submit a bid, and subsequently negotiate and sign the contract with you  
against the above tender.

We hereby extend our full guarantee, warranty and support and also in meeting warranty  
obligations by providing necessary spares in time for the goods & services offered by the  
above dealer against this tender.

Yours faithfully

(Name)

(Name of the manufacturer)

Note: This letter of authority should be on the letterhead of the manufacturer and should be  
signed by a person competent and having a power of attorney to bind the manufacturer. The  
bidder in its bid should include it.

**ANNEXURE – X**

**DECLARATION**

I/We having our office as mentioned below and declare that I/we have never been blacklisted by any State Government/Central Government or any State/Central PSU.

Signature :

Name :

Designation :

Name of the Agency :

Address of the bidder :

Date:

Place:

**ANNEXURE – XI**

**TURN OVER DETAILS**

As per the tender eligibility criteria, the sales turn-over should not be less than Rs. 25 Lakhs per annum in the past two years. These turnover details will have to be substantiated with the appropriate documentary evidences duly enclosed.

The last two years sales turn-over details are furnished as follows.

Name of the Company / Firm:

Sl. #	Financial Year	Turnover (Rs. In Lakhs)
1	2014-15	
2	2015-16	

Proof of the above sales turn-over details should be furnished in the form of Audited Annual Accounts of the bidder.