The Indian Pharmaceutical Association - Maharashtra State Branch's
BOMBAY COLLEGE OF PHARMACY
(Autonomous-Maharashtra State Government Aided Institute)
Kalina, Santacruz (East), Mumbai - 400 098. India Tel.: +91 (022) 2667 0871 / 2667 1027
E-mail: office@bcp.edu.in/office.bcpindia@gmail.com, Web:www.bcp.edu.in

Vision : To be a leader in Pharmacy Education, Pharmacy Training and Research in Pharmaceutical Sciences

Mission : To educate and train students in the knowledge and practice of pharmaceutical sciences
To contribute to improvement of health of the society through education programs
To contribute to improvement of health of the society through research programs

TENDER NOTICE

Notice No. The Indian Pharmaceutical Association – Maharashtra State Branch's Bombay College of Pharmacy

REF.: BCP/TENDER/PHARMACEUTICAL ANALYSIS/KM/14/2022-23 Dated: 12.10.2022

1. On behalf of Bombay College of Pharmacy the sealed tender in name of "The Indian Pharmaceutical Association – Maharashtra State Branch's Bombay College of Pharmacy C/o Dr. (Mrs.)Krishnapriya Mohanraj" is invited from the interested and eligible firms for supply of the instrument sanctioned by AICTE under the scheme Modernization and Removal of Obsolescence (MODROB) **[Sanctioned order No. F.No.9-5/IDC/MODROB-REG/Policy-1/2021-22 Dated 12.01.2022]** at Bombay College of Pharmacy, Kalina , Santacruz (E) , Mumbai-400098 as per requirements given in the tender notices appended below.

2. Sealed tender of **'Filter Assembly'** in the name of "Indian Pharmaceutical Association – Maharashtra State Branch's Bombay College of Pharmacy" to be submitted **on or before 4th November. 2022 till 5.00 pm**. The instrument specifications, terms and conditions are attached.

Note:

1. For any clarification you may contact Superintendent (BCP) or Stores (BCP) Tel. No. 022-26670871 (Ext. 227/ 238)
2. Complimentary accessory would be given preference for the purchase of instrument.
3. Do not send quotation by fax or email.
4. Management will have rights to reject any or all the bids without assigning any reason whatsoever.

In-Charge, Purchase and Stores,
Bombay College of Pharmacy,
Kalina, Santacruz (E),
Mumbai-400 0098

BOMBAY COLLEGE OF PHARMACY MUMBAI 400 098. KALINA

In-Charge Principal
Bombay College of Pharmacy
Kalina, Santacruz (E),
Mumbai-400 098

Specifications :

Filter Assembly:

- Noncytotoxic Reusable Bottle Top Filter which can screw securely onto glass media bottles.
- Can be screwed onto standard glass media bottle with 45 mm neck size.
- Removable Membrane support designed to provide maximum flow rate and throughput.
- PSF confirming to US FDA 21 CFR.
- Autoclavable.

The instruments mentioned in the tender notice are for the "The Indian Pharmaceutical Association – Maharashtra State Branch's Bombay College of Pharmacy" being established at the premier, Government -aided top ranking Pharmaceutical Education and Research Institute, Bombay College of Pharmacy, Kalina, Santacruz (E), Mumbai-400098, sanctioned by All India Council for Technical Education **[Sanctioned order No. F.No.9-5/IDC/MODROB-REG/Policy-1/2021-22 Dated 12.01.2022]**

INVITATION FOR BIDS

Bombay College of Pharmacy will not be responsible for submission/delivery of quotation at wrong places other than Administrative Office of Bombay College of Pharmacy (Office, First Floor).

1. The **two-bid system** should be followed for this tender. In this system the BIDDER must submit his offer in two separate sealed envelopes. Both the technical bid and commercial bid envelopes should be securely sealed and stamped separately and clearly marked as **"Envelope No.1–Technical Bid** "and **"Envelope No.2–Commercial Bid"** respectively. Both the sealed envelopes should be placed in a third larger envelope. The main envelope which will contain both the bids should be super scribed with our tender enquiry and to be **BCP/TENDER/PHARMACEUTICAL ANALYSIS /KM/14/2022-23 dated 12th October 2022 and due on 4th November, 2022** and to be submitted to the address given below so as to reach **on or before 5.00 pm 4th November, 2022.**
2. Envelopes must be addressed to

   The Indian Pharmaceutical Association-Maharashtra State Branch's Bombay College of Pharmacy.

   Attn-Dr. Krishnapriya Mohanraj

   Bombay College of Pharmacy, Kalina, Santacruz (east), Mumbai 400098

   The envelope must indicate on the top, for easy identification and sorting:

   a. Tender Notice number
   b. Name of the instrument
   c. Technical or Commercial bid
   d. Tender due date
   e. Name of the Vendor

Envelope No.1:

- Shall contain "Technical Bid".
- The technical offer should not contain any price information.
- The bidding document with BCP specifications must be downloaded from the BCP website (www.bcp.edu.in), and prices should be filled in the same.
- The compliance to the specifications mentioned must be stated alongside for each row. This will form the compliance statement
- The Technical Bid must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form. Please indicate page nos. on your quotation e.g. If the quotation is containing 25 Pages, please indicate as1/25, 2/25,3/25----------25/25.

- **The Technical Offer should comprise of the following:**
  - (i) The technical bid should contain commercial terms with reference to the tender.
  - (ii) The technical offer should be complete to indicate that all products and services asked for are quoted.
  - (iii) Each page of the bid and any cutting/corrections shall be duly signed and stamped by the BIDDER.
  - (iv) Unsigned Tenders will be rejected. Failure to comply with this requirement may result in the bid being rejected.
  - (v) Duly filled in technical bid with proper seal and signature of authorized person on each page of the bid should be submitted and the same should accompany with complete specifications, Manufacturer's name, address and relevant Technical Literature/Brochures with warranty Terms.
  - (vi) User List:
    The list of users specifically for the same model/make of the quoted item (not the list of general users) along with the complete name, address & contact numbers of the user organizations/persons may be submitted with the quotation along with the performance certificates from all/some of them. The prices finally paid by the users for the instrument and/or accessories shall be given with proper item wise breakup.
  - (vii) Solvency certificates (not older than twelve months) issued by Scheduled/ Nationalized bank with which BIDDER holds the current account.
  - (viii) Copy of LST/CST/WCT No. PAN No. and TIN No. allotted by the concerned authorities. If registered with the National Small Industries Corporation, the registration number, purpose of registration and the validity period of registration and a copy of DGS&D registration wherever it is applicable should also be provided in Technical Bid.
  - (ix) The prices should be shown against each item for the purpose of Insurance claims / replacements if any.
  - (x) List of deliverables / Bill of materials and services must be provided.
  - (xi) In case of foreign quote, the address of Principal's / Manufacturer's and their Banker's details should be furnished.
  - (xii) The item should be supplied with manuals and the manuals including technical drawings should be complete in all respects to operate the system without any problem.

5. **Specifications:**

The bidders must ensure that the offers must be strictly as per our specifications. At the same time, it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned

in the quotation must be reflected/supported by the printed technical leaflet/literature. Therefore, the model quoted invariably be highlighted in the leaflet/literature enclosed with the quotation. Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the quoting party

6. **Compliance Statement:**

Bidders must furnish a Compliance Statement of each and every required specification of our tender in the format uploaded on BCP website. The deviations, if any, from the tendered specifications should be clearly brought out in the statement. Technical Literature/leaflet showing the compliance of the specification may also be attached with the quotation. The firms are advised to submit the compliance statements essentially along with their quotation failing which their offer may not be considered.

Bid documents should be submitted with Index page and page numbers (including technical literature). Each page of the bid should be signed & stamped in original. Unsigned bids will not be considered for evaluation.

- **Envelope 2 : "Commercial Bid" shall contain:**

(i) Price schedule should be complete in all respects with proper seal and signature of authorized person. It should also contain the Comprehensive AMC charges for post warranty period as per the terms of the tender. The optional and any other essential items / accessories required for the maintenance of the equipment for the next seven years should also be specified in the offer separately. Discount offered should be mentioned clearly in the commercial bid only.

(ii) Cost of all the items should be mentioned clearly and individually in the Commercial Offer only.

(iii) The BIDDERs are requested to quote for Educational Institutional Price for Equipment and software, since we are eligible for the same.

(iv) Please provide 'Least Price Certificate'duly endorsed, stating that the price quoted is lower than the price quoted to any other Institute /Agency /Laboratory / Company in India, (Government or otherwise)

7. **TERMS FOR OPENING THE BID**

(i) On the due date any two following members of BCP – store or finance in-charge, PI of the project / BCP Purchase committee member / office superintendent will open.

(ii) The technical bid will be assessed as per the specifications mentioned in this tender.

(iii) The members may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of meeting AICTE project objectives. This criteria/recommendation will also form as a part of short-listing of the firms.

(iv) The members will examine all the Technical aspects of the bids received. Further, the members may also call for Technical presentations from the BIDDERs if it is

required so.

(v) After the technical evaluation is completed and approved, BCP shall inform to the BIDDERs whose bids have been rejected technically with the reasons for rejection. The commercial offers of the vendors whose technical offers are found to be technically deficient or do not meet the qualification criteria as specified in this tender will not be opened.

(vi) The successful BIDDERs will be informed regarding the date and time of Equipment Committee meeting as per the Institution norms.

(vii) In the event of seeking any clarification from various BIDDERs by BCP, the BIDDERs are required to furnish only technical clarifications that are asked for. No amendment to commercial bid will be entertained at that stage.

(viii) Specific dealers can also quote separately for constituent parts of the instruments mentioned in the tender. The decision to purchase such parts either consolidated or individually will depend on the commercial aspects and will be taken by the Equipment committee of BCP.

8. EVALUATION OF BIDS:

a) Selling exchange rate/equivalent to Indian currency will be as on the date of opening of the priced bids in the case of two-part bidding.

b) The bids shall be evaluated on the basis of final delivery and installation with IQ, OQ and PQ at the premises of BCP. All formal clearances have to be made by the vendor. All documents related to the same will be provided by BCP. All charges for freight, inland transportation, delivery, clearances and Qualifications (IQ, OQ and PQ) must be separately mentioned and included in the cost.

c) The Vague terms like "packing, forwarding, transportation ..... etc. extra" Without mentioning the specific amount/percentage of these charges will not be accepted. Such offers shall be treated as incomplete and rejected.

d) After arriving at final pricing of individual offers of all the short-listed firms, the Equipment committee of BCP will review and approve the vendors considering both the technical aspects as well as the commercial aspects, and to meet the objectives proposed in the AICTE sanctioned project. This is as per Institution norms.

e) The Chairman, Governing Body, Bombay College of Pharmacy, reserves the right to accept the offer in full or in parts or reject summarily or partly.

INSTRUCTIONS TO BIDDERS

1. PREPARATION AND SUBMISSION OF OFFERS:

a. Quotation should be submitted directly by the original manufacturer/supplier or its sole authorized distributor/dealer/Indian Agent. In case of bid by authorized dealer/distributor/Indian Agent, the manufacturer authorization should be attached with the technical bid. One Indian Agent can participate in a tender on behalf of one manufacturer only. No offer will be entertained if the same Indian Agent is representing another manufacturer for the same item.

b. In case a bidder is not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.

c. In case the instrument is proprietary nature then bidder needs to submit following documents:
Latest proprietary article certificate from the manufacturer in original or

notarized in the following format:-
"This is to certify that (Name of product) is/are our proprietary product and manufactured only by us"
ii) Sole authorized distributor certificate from the manufacturer in original or notarized in cases where manufacturer is not supplying the product directly but through a distributor.
iii) A certificate from the supplier that the item has not been sold at price lower than that quoted to BCP during this financial year. Reasonability of price may be ensured in single tender purchase.
iv) Proprietary article certificate as per Rule 154 of GFR is to be given by the concerned

d. The bidder shall bear all costs associated with the preparation and submission of its bid irrespective of the conduct or outcome of the bidding process.
e. The bidder should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process of procurement and execution of contract/order.
f. Before the deadline for submission of the bid, BCP reserves the right to modify the bidding document and to extend or not to extend the date of submission. Such amendment/modification will be hosted on BCP website.
g. Conditional tenders will be summarily rejected.
h. A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice signed by the authorized signatory before the final date of submission of the bid. Any re-submission or modification in the bid should be submitted before the date & time of submission of bid as originally conveyed in the invitation of bid.
i. No bid may be withdrawn, substituted or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof. In case of above, first envelope marked "WITHDRAWAL" shall not be opened, but returned to the Bidder subject to submission of valid authorization to request the withdrawal. In case of substituted and modified bid, only the substituted bids and modified bids will be opened subject to production of authorization from the bidders.

2. <u>Delivery Period / Timeliness</u>

The deliveries & installation must be completed within 10 weeks after placement of purchase order. It is mandatory for the BIDDERs who respond to this bid to meet these expectations, as these are tightly linked to BCP plans of executing the project within the time frame.

3. <u>Amalgamation/Acquisition etc.:</u>

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition, or sale of its business to any firm during the contract period, the BUYER/Successor of the Principal Company are liable for execution of the contract and also fulfilment of contractual obligations i.e. Supply, installation, commissioning, warranty, maintenance/replacement of spares, accessories, etc. While submitting your bid, you may confirm this condition.

4. <u>Period of validity of bids</u>

The prices must be valid at least for a period of 90 days for indigenous supplies & 180 days for imports from the date of opening of the Tender.

5. **SUBMISSION OF BIDS**
   - Deadline for submission of Bids: 4th November 2022 by 5.00 pm.
   - Bids must be received by BCP before the time & date at address specified in the tender. In the event of specified date for the submission of bids being declared as a holiday for BCP, the bid closing deadline will stand extended to the next working day. No communication is required in such cases.
   - If necessary, BCP reserves the right to extend this deadline for submission of bids and this will suitably be notified on the BCP website.

6. **Late Bids** :

   BCP will not be responsible:

   - For delayed / late quotations submitted / sent by post / courier etc.
   - For submission / delivery of quotations at wrong places other than the Administrative Office of BCP (Room No.109).
   - Fax / E-mail / Telegraphic / Telex tenders will not be considered.
   - Any bid inadvertently received by BCP after the deadline i.e. due date & time for submission of bids, will not be accepted.

7. **AWARD OF CONTRACT**:
   - BCP shall award the contract to the technically qualified eligible BIDDER whose bid has been selected and approved by the Equipment committee of BCP, as per Institution norms.
   - BCP reserves the right to award the contract to more than one BIDDER or any BIDDER.
   - BCP Right to vary Quantities at the time of Award -BCP reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the tender document.

8. **Cargo Consolidation and Customs Clearance:**
   Freight Forwarder and Custom House Agent for all imports via IPAMSB has to be done by the Bidder only. BCP will not take the responsibility for any clearance and the Bidder is solely responsible for the supply of instruments to the Bombay College of Pharmacy. While submitting your bid, you may confirm this condition.

CONDITIONS OF CONTRACT

1. Commercial Bid document should be downloaded from the BCP website (www.bcp.edu.in) , and prices should be filled in the same.

THE BIDDERS SHOULD QUOTE PRICES FOR EACH AND EVERY ITEM SEPERATELY ALONG WITH THE CONSOLIDATED PRICES APPLICABLE FOR BOTH INDIGENOUS AND IMPORTED ITEMS.

2. **For Goods manufactured in India:**
   (i) The price of goods quoted Ex-Works including taxes already paid.
   (ii) GST and other taxes, if applicable any, which will be payable on the goods if the contract is awarded.
      a) The charges for inland transportation, insurance and other local service required for delivering the goods at the desired destination as specified in the price schedule form.

b) The installation, commissioning and training charges including any incidental services, if any.

3. **For Goods manufactured abroad:**

(i) The price of the goods should be quoted for FCA (Named place of delivery abroad) or FOB (Named port of shipment).

(ii) The charges for insurance and transportation of the goods to the port/place of destination.

(iii) The agency commission charges, if any.

(iv) The installation, commissioning and training charges including any incidental services, if any.

(v) Customs Duty, if any, should be shown separately. No other charges than those mentioned clearly in the quotation will be paid.

4. **Bank Charges:** All Bank charges inside India, including opening of LC, to The Indian Pharmaceutical Association- Maharashtra state Branch's Bombay College of Pharmacy Account and outside India to Beneficiary's Account only. In case the BIDDER seeks confirmation of LC such confirmation charges are to the Beneficiary's account. This may please be noted and confirmed.

5. **Pre-installation:**

The BIDDER has to state in detail the Electrical Power/UPS requirements, floor Space, head room, foundation needed and also to state whether Air-conditioned environment is needed to house the system and to run the tests. i.e. pre-installation facilities required for installation may please be intimated in the technical bid.

Subsequently, before the consignment lands in, the BIDDER shall confirm that the pre-installation requirements are sufficient for installation of the equipment. In other words, the BIDDER should continuously monitor the pre- installation requirements and see that everything is ready before the consignment is taken to the site for installation.

6. **INSTALLATION**

BIDDER shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter. Installation demonstration to be arranged by the supplier free of cost and the same is to be done within 15 days of the arrival of the equipment at site. After successful installation what will be the minimum down time of equipment/instrument in case of breakdown should be specified by the bidder. If the identified firm or person fails to put the system into working condition what is the further alternative course of action suggested by you to adhere to minimum down time must also be stated by the bidder.

7. **INSPECTION:**

The inspection of the system will be done by our technical experts in the presence of firm's representative. In case of receipt of the material in short supply or damaged condition the supplier will have to arrange the supplies/ replacement of goods free of cost. The supplier should arrange for physical Inspection of the items directly or through their authorized representative within seven days of arrival of the consignment failing which they will be responsible for the losses. After the shipment is effected, the supplier/its representative/Indian agents must remain in touch with BCP to ascertain the date of arrival of consignment.

8. **TRAINING**

Where and whenever needed, Teaching faculty/PG students/ any other authorised personnel should be trained by the supplier at the project site free of cost. In case the person is to be trained at supplier's site abroad or in India it should be mentioned in the quotation clearly. The supplier should bear all the expenses for such training including

'to & fro' fares and lodging & boarding charges.

9. **WARRANTY**

a) The items covered by the schedule of requirement shall carry minimum three years of comprehensive warranty from the date of acceptance of the equipment by BCP. Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts. The defects, if any, shall be attended to on immediate basis, but in no case any defect should prolong for more than 24 hours. The comprehensive warranty includes onsite warranty with parts.

b) The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. This includes cost, insurance, freight, custom duty, local taxes if any should be borne by the beneficiary or his agent. A clear confirmation should be given for this item.

c) The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost.

d) The BIDDER shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 10 years from the date of supply of equipment on payment on approved price list basis.

e) The equipment must be supported by a Service Centre in India manned by the principal vendor's technical support engineers. The support through this Centre must be available 24 hours in a day, seven days a week and 365 days a year. Also, it should be possible to contact the Principal's vendor support Centre on a toll- free number/web/mail.

f) An undertaking from the manufacturer is required in this regard stating that they would facilitate the BIDDER on regular basis with technology / product updates & extend support for the warranty as well.

g) The vendor will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.

h) The principal vendor must have a local logistics support by maintaining a local spares depot in the country of deployment of the equipment. This is to ensure immediate delivery of spares parts from Principal Vendor of equipment to its channel partner/system integrator.

i) Details of onsite warranty, agency who shall maintain during warranty and undertake Annual Maintenance Contract / Comprehensive Service Maintenance Contract beyond warranty shall be given in the offer. In case of foreign quote, the Indian Agent who shall maintain during warranty and AMC beyond warranty shall be given in the Technical Offer.

10. **COMMENCEMENT OF WARRANTY PERIOD:**

The warranty period of an item shall commence after receipt of the items in good working condition and from the date of its satisfactory installation/commissioning/demonstration at Bombay College of Pharmacy. The warranty period and validity of Performance Guarantee shall be extended for the period of delay in satisfactory installation and delay in warranty services.

11. **REASONABILITY OF PRICES:**

Please quote best minimum prices applicable for a premiere Educational and Research Institution.

The party must give details of identical or similar equipment, if any, supplied to any IITS/IISERS/ CSIR lab or any other institution lab or industries during last three years along with the final price paid and Performance certificate from them.

12. ANNUAL MAINTENANCE CONTRACT

The party must mention in the quotation, the rate/amount of annual maintenance charges, if we opt for maintenance contract after expiry of the warranty period. This is mandatory to mention, wherever applicable.

No sub-contracting will be allowed for installation or maintaining system/ equipment / instrument during or after warranty period.

13. INDEMNITY

The vendor shall indemnify, protect and save The Indian Pharmaceutical Association-Maharashtra state Branch's A/c Bombay College of Pharmacy against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipments supplied by him.

14. FREIGHT & INSURANCE

Imports: In case of imports the freight & insurance will be paid by the vendor only.
Indigenous: The equipments to be supplied will be insured by the vendor against all risks of loss or damage from the date of shipment till such time it is delivered at Bombay College of Pharmacy in case of Rupee transaction.

15. PAYMENT

- **For Indigenous items,** 90% payment shall be made against delivery, installation, commissioning and on acceptance as per Purchase Order at site and balance 10% shall be made after receipt of performance Bank Guarantee for 10% of the total order value, to be valid for till warranty period from date of installation and acceptance. If no Bank Guarantee is given, the balance 10% will be paid after assessing, after sales service during warranty period i.e. payment after warranty period.
- **For imported items,** 90% payment shall be made by an Irrevocable Letter of Credit established in favor of the supplier through the State Bank of India/any Nationalized bank.
- Balance 10% will be released after completion of satisfactory installation, commissioning, demonstration of the whole system, after imparting training.
- The payment of local currency portion shall be payable in equivalent Indian Rupees, within 30 days after the receipt of the equipment in good condition and after satisfactory installation and commissioning and demonstration.

Penalty for delayed Services / LD

- If the supplier fails to Supply, Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 1% of order value per every week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.

BCP reserves the right to cancel the order in case the delay is more than 10 weeks.

16. JURISDICTION

The disputes, legal matters, court matters, if any, shall be subject to Mumbai Jurisdiction only.

17. FORCE MAJEURE

The Supplier shall not be liable for forfeiture of its performance bank guarantee, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the BCP either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

18. DISPUTE SETTLEMENT

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

If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either BCP or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

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

(a) In case of Dispute or difference arising between BCP and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Principal, Bombay College of Pharmacy, if he is unable/unwilling to act, to the sole arbitration of some other person appointed by his willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

(b) In the case of a dispute between the Purchase and a Foreign suppler, the dispute shall be settled by arbitration in accordance with provision of subclause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

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

BIDDER INFORMATION FORM

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

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

Tender No.: [Insert number from invitation of bids]

Page 1 of_____pages

1. Bidder's Legal Name [Insert Bidder's legal name]

2. In case of JV, legal name of each party: [insert legal name of each [arty in JV]

3. Bidders actual or intended Country of Registration: [insert actual or intended country of registration]

4. Bidder's year of registration: [insert Bidder's year of registration]

5. Bidder's Legal Address in Country of Registration: [insert bidder's legal address in country of registration]

6. Bidder's Authorization Representative Information Name: [insert Authorization Representative's name] Address: [insert Authorization Representative's address] Telephone/Fax numbers: [insert Authorization Representative's telephone/fax numbers] Email address: [insert Authorization Representative's email address]

7. Attach are copies of original documents of: [check the box(es) of theattached original documents] Articles of Incorporation or Registration of firm names in 1 above.

IMPORTANT
TENDERERS RESPONDING TO THIS ENQUIRY SHALL BE DEEMED TO BE AGREEABLE TO THE TERMS AND CONDITIONS HEREIN CONTAINED. THESE TERMS AND CONDITIONS SHALL BE BINDING ON THE SUCCESSFUL TENDERER. CONDITIONAL TENDERS ARE LIABLE TO BE REJECTED. BCP/RSBCP WILL PROCESS THE TENDER AS PER IPA-MSB BCP/RSBCP STANDARD PROCEDURES. THE CHAIRMAN, GOVERNING BODY, BOMBAY COLLEGE OF PHARMACY RESERVES THE RIGHT TO REJECT ANY OR ALL OR PART OF TENDER WITHOUT ASSIGNING ANY REASON AND SHALL ALSO NOT BE BOUND TO ACCEPT THE LOWEST TENDER. BCP/RSBCP WOULD NOT BE UNDER ANY OBLIGATION TO GIVE ANY CLARIFICATIONS TO THE AGENCIES WHOSE BIDS ARE REJECTED.

I agree to all terms and conditions mentioned in the tender document of the Institute

Date:

Signature of the Tenderer: