

Indian Rubber Manufacturers Research Association,

[ISO/IEC 17025 (NABL) Accredited Laboratory]

[Affiliated to DPIIT, Ministry of Commerce & Industry, Govt. of India],

Plot no.254/1B, Road No.16-V, Wagle Industrial Estate,

Thane – 400 604, Maharashtra. (INDIA)

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NOTICE INVITING TENDER

Offline sealed Tenders are invited for Providing **Group Health Insurance Policy for IRMRA Contractual employees** from the Insurance company/Authorized Insurance Agent in two-part bidding system, as per the guidelines and terms & conditions given in tender documents.

The interested bidders can send their **Technical & Price bids** along with scanned copies of all the relevant certificates, documents, etc. duly signed in a sealed separate envelope on address before due date and time:

Important Events & Dates:

Sr.No.	Event	Date	Time
1.	Issue of Tender Documents	02 nd May 2022	11:00 Hrs.
2	Bid closing & Tender documents submission duly filled	10 th May 2022	14:00 Hrs.
3	Technical Bid Opening	10 th May 2022	14:30 Hrs.
4	Commercial Bid Opening	10 th May 2022	14:45 Hrs.

Technical Bid & Price bid to be submitted in a sealed envelope **separately**. On sealed envelope superscribed as “**Technical/Price for Group Health Insurance Policy**”

Commercial bid opening of Technically Eligible Bidders will be on 10th May 2022 at 14:45Hrs. at IRMRA,Thane.

**DIRECTOR
IRMRA, Thane**

INDEX

Sr. No.	Subject	Page No.
1.	Instructions to the Bidders	3-14
2.	Terms and Conditions of the tender	15-17
3.	Details about Policy requirements	18-19
4.	Annexures	
I	Declaration whether blacklisting or otherwise	20
II	Performance Security Bond Form	21
III	Confidentiality Agreement	22
IV	Bank Guarantee format for EMD	23
V	Letter of Acceptance	24
VI	Self-Declaration Certificate for Anti-Profiteering Clause of GST	25
VII	Certificate (Regarding share of land border)	26
5.	Price Bid Format	27

INSTRUCTIONS TO THE BIDDERS

1. Definitions

- (i) "The Purchaser" means I.R.M.R.A.
- (ii) "The bidder" means the individual or firm who participates in this tender and submits bid
- (iii) "The supplier" means the individual or firm supplying the goods under the contract
- (iv) "The contract price" means the price payable to the supplier under the Purchase order for the full and proper performance of its contractual obligation.

2. The bidder(s) is/ are expected to examine all instructions, forms, terms & conditions contained in the bid document. Failure to furnish all information required as per the bid document or submission of bid not substantially responsive to the bid documents in every respect will be at the bidders' risk and may result in rejection of the bid.

3. Minimum Eligibility of the bidders

Bidders should -

- i) be company/firm/contactor must be engaged in providing Mediclaim insurance policy in India and having its office (head office/ regional/Branch Office) in India.
- ii) have minimum three years of experience in providing Mediclaim insurance policy to the Departments/Ministries of the Government of India or to any reputed firm / company.
- iii) have minimum turnover of Rs.14 lakhs per year during any of the last three years
- iv) not have been blacklisted by the Departments / Ministries of the Govt. of India / PSUs. (Declaration has to submitted in the specified format in Annexure-I)

4. Documents / Certificates

The bidders are required to submit technical bid attaching therewith photocopies of following documents (Documents in original should be produced for verification before signing of the agreement), failing which their bids may be summarily rejected and will not be considered any further or Purchasers decision will be final whether bid to be accepted or rejected:

- a) Registration Certificate as per existing norms (indicating the legal status – Company/partnership firm/proprietorship concern, etc.)
- b) Copy of GST Registration Certificates;
- c) Copy of PAN Card;
- d) Proof of experience of work completion with Government Departments (Copies of two Purchase Orders received from Govt. depts. / PSUs) or to any reputed firm.
- e) Annexure- I,III,V,VI & VII to be submitted duly filled with technical bid.

4.1 Export License – Not Applicable

- a) Bidder should categorically confirm the availability of export license from the government for exporting goods.
- b) Please also indicate the status of export permit on the basis of present rules / regulations of your country and normal time frame to obtain such permit if an order is placed on you in near future and the time should be covered the delivery schedule indicated.

5. I.R.M.R.A. reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to reject any or all the tenders in whole or in part without giving any notice or assigning any reason thereof. Further Addendum/Corrigendum if any will be uploaded onto website of I.R.M.R.A only. The decision of I.R.M.R.A, in this regard, shall be final and binding on all participants/bidder.

6. Rejection of incomplete and conditional tenders

The incomplete and conditional tenders will be rejected. Quoting unrealistic rates will be treated as disqualification. Bids sent by any other modes like FAX / E-mail will not be considered (unless they have been specially called for by these modes due to time constraint)

7. Non-transferability

This tender is non-transferable.

8. Details of Rate Contract with Departments/Ministries of the Government of India

The bidders shall also inform whether any of the items/parts which the firm is quoting rates is/are covered under Rate Contract with Departments/Ministries of the Government of India. In case, the item is covered, the details as to the price, validity period, etc. may be furnished.

9. Preparation of Bids

i. Language of Bid

The bid prepared by the bidders and all correspondence and documents relating to the bid exchanged by the bidder with the Purchaser shall be written in English only.

ii. Documents comprising the bid

The bids prepared by the bidder shall comprise of (i) technical bid and (ii) the financial bid. i.e. two bid system. All the information/ documents sought should be provided with the technical bid. Technical bids will be opened on the time and date specified above. Commercial bid of only those firms will be opened whose technical bids are found complaint/suitable after technical evaluation is done by the buyer.

The financial bid shall specify the rates / prices only in the format shown in the financial bid/price schedule.

N.B. All the documents attached with the bid must be legible and self-attested.

10. Bid Prices

10.1 Price

Foreign Bidder: - Not applicable

- a) The bidder is required to indicate price against individual terms. Prices quoted should be in the currency of the country of supply or any other convertible foreign currency too be specified by IRMRA in line with RBI/FEMA rules.
- b) Price confirmation:
Please confirm (as applicable) in your quotation that:
Kindly furnish the PO copy, if same item is procured by IRMRA other Divisions (if available)
The price quoted is your lowest export price and is the same as you would normally quote to Government Department & other favored customers.
- c) Price Basis:
Price quoted should be CIF basis or any port in INDIA.
- d) Requested to include the Box charges / Packing Charges / Phytosanitary regulation charges in the unit quoted price if any (otherwise indicate separately charges for each item)
- e) Preferences will be given to firm prices. But should quoted prices be subject to variation, bidders are requested to give the following information:
The portion of the contract price which will be subject to such variation. A breakdown of this variable figure into i) labor ii) materials
An escalation formula should be given and escalation in price established with supporting documents. Price variation may be considered only if it occurs within the contractual delivery period.
A further breakdown of materials giving the main classes of material involved i.e. steel, nonferrous metal etc.
- f) **Conversion rate of currency will be considered as on Price bid opening date.**

Indian Bidder: -

- g) Quoted prices are firm and fixed without any escalation till the execution of order.
- h) The bidder is required to indicate prices against individual items.
- i) Rate Contract in case Bidder has entered into Rate Contract with IRMRA, the Rate Contract Reference to be sent to IRMRA along with the quotation. Bidder is required to certify that prices quoted are the same as applicable to IRMRA and other Government Departments.
- j) Price confirmation:
Please confirm (as applicable) in your quotation that:
 Kindly furnish the PO copy, if same item is procured by IRMRA other Divisions (if available)
 The price quoted is your lowest export price and is the same as you would normally quote to Government Department & other favored customers.

- k) Pricing term: Price quoted should be on FOR Destination basis for delivery at IRMRA-Thane for Indian suppliers. Stores inclusive of all charges including transit insurance if require.
- l) In case of imported item is quoted by bidder the prices quoted should be in the currency of the country of supply. IRMRA reserves the right to avail Custom duty exemption on imported item.
- m) Tenderers should clearly mention whether the prices hold good when the full quantity of enquiry is not ordered but only a part of it. Unless otherwise mentioned, it would be assumed that the rates hold good even when lesser quantities than those enquired of are ordered. Any increase in prices at a later date for ordering lesser quantities will not be agreed to.

11. Cost of Proposal

It mandatory to indicate basic cost of the item and taxes applicable separately (Submit in commercial bid as per two bid system). Please indicate the taxes/duties separately if applicable. All quotations must be inclusive of door delivery charges till the consignee premises.

11.1 The bidders are required to spell out the rate of GST in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of compensation of prices. If reimbursement of GST is intended extra over the quoted prices the bidder must specifically say so. In absence of such a stipulation it will be presumed that prices quoted are firm and final and no claim on account of such duties will be entertained after opening of the tender. If a bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate rate of such duty and quantum of GST included in the price. Failure to do so GST so may result in ignoring of such offers summarily. If a bidder is exempted from payment of Customs Duty up on any value of supplies from them, they should clearly state that no GST will be charged by them up to the limit GST of exemption which they may have. If any concession is available in regard to rate / quantum of Customs same will be charged. It should be brought out clearly. Stipulations like GST was presently not available to the bidder but if it becomes leviable later on ;will not be accepted unless in such cases it is clearly stated by the bidder that the excise duty will not be charged by him even if it becomes applicable latter on irrespective of the bidders who fail to which is normally Comply with this requirement their quoted prices shall be loaded with the quantum of excise duty applicable on the item in question for the purpose of comparing their prices with other bidders . The same logic applies with the Customs Duty and GST also.

11.2 The lowest bid will be decided on the basis of lowest price quoted by the particular bidder as per the bidding format or as per lowest landed price to IRMRA

11.3 If there is discrepancy in the unit price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is discrepancy between words and figures, the amount in words will prevail for calculating price.

11.4 The lowest acceptable bid will be considered further for placement of contract/supply order after complete clarification and price negotiations as decided by the Buyer. The buyer will have right to award the contract to different bidders for being lowest in particular items. The buyer also reserves right to do Apportionment of Quantity, if it is convinced that lowest bidder is not in a position to supply full quantity in stipulated time.

11.5 The rates/ prices should be quoted in INR/International Currency (if applicable) in words as well as figures. If bidder chooses to bid for less than four categories of items for which bids have been called, he has to quote for all the items contained in that particular category failing which the bid will be treated as "non-responsive".

11.6 Rates should be valid for one year from the date of signing of the agreement. Rates/prices should remain fixed during the entire period of the contract. i.e. one year and shall not be subject to variation on any account. However, in case of decrease in prices, the benefit shall be passed on to the Purchaser. No claim for compensation or loss due to fluctuations or any other reasons/causes will be entertained. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

11.7 Prices should be quoted on door delivery basis (IRMRA-Thane)

12. Bid Security/ Earnest Money Deposit (EMD)

12.1 EMD as per table below to be deposited by **NEFT to I.R.M.R.A. SB A/C No.:910020014172122, IFS Code: UTIB0000061 at Axis Bank Ltd. before 10.05.2022 up to 14.00 PM.**

Sr. No.	Name of Equipment	EMD amount (INR.)
1	Providing Group Health insurance policy	5000.00

Vendor also needs to upload a soft copy of the Demand Draft / copy of NEFT receipt.

Vendor needs to send a covering letter mentioning about the payment details, Company Name, Address, Payment towards EMD Charges in either case of payment mode i.e. by Demand Draft / by NEFT; at below mentioned address:

M/s Indian Rubber Manufacturers Research Association (IRMRA),
Plot no.254/1B, Road No.16-V,
Wagle Industrial Estate, Thane – 400 604, Maharashtra (India).

Bidder can pay EMD through Bank Guarantee also. Bank Guarantee format as per Annex-IV.

Micro and Small Enterprises (MSEs) are exempted from depositing EMD as per Public

Procurement Policy for MSEs Order, 2012. Supporting documents to be provided/uploaded.

12.2 EMD shall remain valid for a period of **45 days** beyond the final validity period of bids (**120 days**)

12.3 A bid received without Bid security (EMD) shall be rejected as non-responsive at the bid opening stage.

12.4 EMD for lesser amount / EMD not submitted in the manner prescribed will be rejected and returned to the bidder.

12.5 The submission of EMD is compulsory for all the Bidders and no exemption will be granted for submission of EMD in any case.

12.6 The Bid EMD of the unsuccessful bidder will be discharged / returned to them within **30 days** after finalization and award of the contract without any interest.

12.7 The bid EMD may be forfeited: -

- a) If a bidder withdraws his bid during period of bid validity specified in the bid document
- b) In the case of successful bidder, if the bidder fails to:
 - i. sign the contract
 - ii. Furnish the Performance security within the specified time in the document

13. Bank Charges

- All Bank charges to Bidder account.

14. Period of validity of bids

The bid shall remain valid and open for acceptance for a period of **120 days** from the last date fixed for receiving the same. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

15. Deadline for submission of bids

15.1 Bids must be submitted on or before the prescribed date and time.

15.2 No bids will be received/ accepted after the expiry of the prescribed date and time for submission of the bids.

15.3 The Director, Indian Rubber Manufacturers Research Association may, at his discretion, extend the deadline for submission of bids through the issuance of an amendment for the reasons mentioned therein in which case all rights and obligations of the Purchaser and the bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.

15.4 The responsibility for submission of the bids in time would rest with the bidder.

16 Bid Opening and Evaluation

16.1 Tender Committee shall examine/ evaluate the technical bids to determine whether they (i) fulfill the eligibility criteria, (ii) submitted the requisite documents (iii) meet the terms and conditions specified, (iv) complied with all the instructions contained therein, etc. For the purpose of this clause a substantially responsive bid is one which conforms to all the terms and conditions of the bid document without material deviation. Bidders may depute their representative, duly authorized in writing to attend the bid opening on the due date and time. Rates and important commercial terms of all bidders will be read out in front of the representatives of all bidders if available/present.

The event will not be postponed due to non – presence of your representative. If due to any exigency the due date for opening the bid is declared a closed holiday; the bid will be opened on the very next day at the same time or on any other day/time as intimated by the buyer.

16.2 The financial bids of technically qualified bidders only will be recommended for opening and consideration.

16.3 IRMRA shall evaluate the technical bids to determine whether they are complete, whether documents have been furnished, properly signed and whether the bids are generally in order.

16.4 Prior to financial evaluation, the IRMRA will determine the substantial responsiveness of each bid to the bid document. For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bid documents without any deviation or reservation. The determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

16.5 A bid determined as substantially non responsive will be rejected by the IRMRA and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

16.6 The IRMRA shall shortlist those who are eligible and filed substantially responsive technical bids for opening of financial bid. The financial bids of unsuccessful bidders would not be opened.

16.7 The IRMRA 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 bidder.

17. Award of Contract

Award Criteria

The contract shall be awarded with the approval of the competent authority to the bidder/bidders whose bid has/have been determined to be eligible and to be substantially responsive to the bid documents and who has/have offered the lowest rate for one or more category of items for which bids are called provided further that the bidder has the capability and resources effectively to carry out the contract works. In other words, contract shall be awarded to the bidder for those category/categories only for which bidder has quoted the lowest rates; who also qualifies all the technical requirements.

18. Right to accept / reject any or all Bids

The Director, I.R.M.R.A reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the said action.

19. Consequences of Breach of Contract

Risk Purchase in case the Supplier fails to execute the order either in terms of quality or in quantity, IRMRA reserves the right to procure from elsewhere at the risk and cost of the Supplier and any extra expenditure incurred due to this purchase is payable by the supplier.

20. OEM certificate-NA

If the bidder is not the OEM; the agreement certificate with the OEM for sourcing the spares shall be mandatory. However; where OEM does not exist minor aggregates and spares can be sourced from authorized vendors subject to the certificate of quality.

21. Earliest year of manufacture

Earliest acceptable year of manufacture is the year of purchase order.

22. Quality

Quality of the stores delivered according to the present contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in the seller's country or specifications enumerated as per RFP and shall also include there in modifications to the stores suggested by the buyer. Such modifications will be mutually agreed to. The seller confirms that the stores to be supplied under this contract shall be a new i.e. not manufactured before the year of contract and shall incorporate all latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the seller in the past any .The seller shall supply an inter changeability certificate along with the changed part numbers wherein it should be mentioned that the item would provide as much life as the original item.

23. Inspection Authority - NA

The inspection will be carried by the IRMRA Team /panel nominated by the IRMRA/PMC.

24. Delivery and Transportation

The delivery shall be affected on door delivery basis by Road at the Consignee premises. The date of delivery shall be the date on which the delivery is made at the consignee's site mentioned in the contract. The delivery shall be accompanied by the following documents:

1. Copy of Purchase Order or Contract.
2. Delivery challan, Invoice copy and transporter's/shipping documents
3. Inspection note where applicable or Warranty/Guarantee Certificate.
4. Packing list.

25. Installation and Commissioning

Where the system is being installed as retro-fitment, the complete installation and commissioning will be the responsibility of the supplier

26. Warranty- NA

Except as otherwise in the invitation tender, the seller hereby declares that the goods stores articles sold/supplied to the buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract.

The seller hereby guarantees the said goods /stores/articles would continue to confirm to the description and quality aforesaid for a period of twelve months from the date of delivery of the said goods/stores/articles to the buyer or fifteen months from the date of shipment/ dispatch from the seller's works whichever is earlier.

During warranty period seller should depute his technical team for free servicing quarterly.

27. Annual Maintenance Contract – Not Applicable

28. Samples of the items need for undertaking

Bidders are requested to examine the instruments in respect of which examination of the samples is required before quoting the rates.

29. Confidentiality

The supplier shall hold confidential technical data and information supplied by the purchaser or on behalf of the purchaser and shall not reproduce any such technical data or information or divulge the same to any third party without the prior written consent of the purchaser. The purchaser shall hold the confidential technical data and information supplied by the supplier or on behalf of the supplier and shall not reproduce any such technical data or information or divulge the same to any third party without the prior written consent of the supplier except as far as may be necessary to carry out its obligations under the contract. **(Refer Annexure – 3)**

30. Please provide the following

For foreign Bidders – **Not Applicable**

- a) Company registration no.
- b) Quality accreditation certificate
- c) Sales tax certificate

For Indian Bidders

- d) GST No.
- e) Company registration no.
- f) Quality accreditation certificate.

31. All bidders have to mention country of origin of bidden items/Goods

32. For Foreign bidders IRMRA will not pay any commissions to their Indian Agent if any.

33. The Foreign OEM/Supplier can bid either directly or through it's Indian Agent but not by both ways. If the agent is bidding, it can bid only & only for one manufacturer. On non-fulfillment of the condition, the said bidder will be disqualified and their corresponding EMD will be forfeited.

34. Bidders/Firms are to be uploaded Letter of Acceptance as per Annex-V duly signed and stamped.

35. Bidders/Firms are to be uploaded Anti-Profiteering clause as per Rule 171 of GST Act as per Annex-VI duly signed and stamped.

36. Every bidder please note following important points

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority, Competent Authority will be the Registration Committed constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). This clause is not applicable to those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.
- II. "Bidder" (including the term tenderer, consultant or service provider in certain contexts) means any person or firm or company, including any members of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India " for the purpose of this clause means:-
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.
Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association of body of individuals;

4. Where no natural person is identified under (1) or (2 or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control of ownership.

- V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.(This is applicable for Tender for Works Contracts, including Turnkey Contracts).

TERMS AND CONDITIONS OF THE TENDER

1. Application

The general conditions shall apply in contracts made by the Purchaser for the procurement of Goods.

2. Standards

2.1 The goods supplied under this contract shall conform to the standards prescribed specifications mentioned there against the goods in the financial bid.

2.2 The bidder should furnish the full specification of the goods such as **weight, dimensions, unit, length, colour/ shade, make/ brand etc.** offered in the tender. No change shall be permitted after opening of bids.

3. Performance Security Deposit (PSD) - NA

3.1. PSD @ 5% of total value of contract will have to be made **within 21 days** of receipt of the communication of the selection of the bid or 5% will be deducted from the RA Bills.

3.2. PSD shall be in the form of Bank Guarantee from a Nationalized Bank and in the form provided in the **Annexure-2**

3.3 The PSD should remain **valid** for a period of **sixty days** beyond the date of completion of all contractual obligations by the supplier including warranty/guarantee obligation, if any. EMD will be refunded to the successful bidder on receipt of performance security.

3.4 PSD can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period.

4. Liquidated damages - NA

If the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5% per week of the value of the delayed supply with reference to the delivery date given in the Purchase Order with a maximum of 10% of total value.

5. Force Majeure.

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war of hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall due to such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

6. Termination for Default

6.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part ,if a) the supplier fails to deliver any or all the goods/items within the time period(s) specified in the P.O., or any extension thereof granted by the purchaser;

b) Supplier fails to perform any other obligation(s) under the Contract; and

c) Supplier, 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.

6.2 In the event the purchaser terminates the contract in whole or in part pursuant to Para 6.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the supplier shall continue the performance of the contract to the extent not terminated.

7. Termination for Insolvency

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

8. Set Off

Any sum of money due and payable to the supplier (including Performance Security Deposit refundable to him) under this contract may be appropriated by the purchaser or the I.R.M.R.A or any other person(s) contracting through the Purchaser and set off the same against any claim of the Purchaser or I.R.M.R.A or such other person or person(s) for payment of sum of money arising out to this contract or under any other contract made by the supplier with the Purchaser or I.R.M.R.A or such other person(s) contracting through the I.R.M.R.A.

9. Settlement of disputes

All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the “**The Director, IRMRA**” or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

10. Mode of Payment.

100% Advance Payment.

.11. Change in quantity.

Quantity given in the financial bid is approximate. It may likely to vary.

12. Purchaser's Rights

12.1 The I.R.M.R.A reserves the right to accept/reject any or all the Bids in whole or in part or cancel the Tender without assigning any reason whatsoever.

12.2 The I.R.M.R.A reserves the right to award the contract to more than one Bidder.

12.3 The I.R.M.R.A reserves the right to relax/withdraw any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.

12.4 If a firm after award of the contract violates any of the terms and conditions, fails to honor its bid without sufficient grounds and within reasonable time it shall be liable for blacklisting for a suitable period. EMD/performance security shall be forfeited.

12.5 If required IRMRA can shift machine/tendered item to our any center located in INDIA

13. Delivery

13.1 The delivery of the product has to be as per the schedule mentioned in the Purchase Order; else the material will be procured from other sources and the difference of cost, if any, will be recovered from Performance Security Deposit (PSD) by issuing notice and necessary action for **blacklisting** the firm will also be taken for Indian bidders.

13.2 The Inspection Team of I.R.M.R.A shall inspect the items on receipt to examine whether the items supplied are in conformity with the sample approved in terms of quality, specifications, dimensions, etc. before issuance of the same to the officers/ staff of the Purchaser for Indian bidders only and foreign bidders to produce self-certification . In case the inspection team rejects the consignment for not conforming to the approved sample the supplier has to replace the consignment ensuring conforming to the approved sample within the given time.

14. Penalty for subpar / inferior quality.

14.1 If it is found that items are fake or of subpar quality and not conforming to the required specifications, the firm, will not have to replace the fake/subpar items with genuine ones; cost for the same will be borne by the vendor but they will also be liable to be blacklisted.

14.2 If the selected bidder/firm does not supply the items/ does not make available within the stipulated period as may be indicated by the Purchaser, the Purchaser reserves the right to arrange the supply from another firm and the bidder will have to reimburse the additional expenditure, if any, incurred by the purchaser and the PSD submitted by the bidder will be forfeited.

15. Acceptance of Tender Documents:

The bidder who successfully submitted Tender, it is presumed that the said bidder accepted terms and conditions of tender documents and/or any corrigendum if any.

DETAILS FOR HEALTH INSURANCE POLICY (MEDICLAIM POLICY)

Last Year Claim Amount :Rs.2,00,000.00

1) Contractual Employees Details:

LIST OF IRMRA CONTRACTUALS								
Sr. No.	NAME	DOJ	DOB	UPTO	DESIGNATION	QUALIFICATION	SECTION	SALARY
1	MR. BHIMRAO SONKAMBLE	26.11.12	18.3.1988	30.06.2021	Junior Engineer	Dipl. In Mechanical Engg., ITI Fitter, NCVT Fitter	TYRE	26000
2	MR. LILADHAR DHARKAR	19.12.2016	15.5.1986	30.06.2021	Driver	Under SSC	ADMIN	24500
3	MR. DNYANESHWAR JOSHI	11.04.13	01.06.1988	30.06.2021	Hindi Translator cum Admin Executive	MA, BED	HR / ADMIN	22000
4	MR. GHANSHYAM GABHALE	1.8.2016	20.05.1987	30.06.2021	IT Executive	Dipl. In computer Hardware & Networking	IT	20000
5	MR. SACHIN PATANGE	01.12.2017	31.01.1968	30.06.2021	Technician	PWD Electrician, Certified Autonomous Engineer	MAINTENANCE	29600
6	MS. SARASWATI SHARMA	05.01.2018	13.03.1988	30.06.2021	Executive (Customer Communication)	M.Com	CSC	29000
7	MRS. VARSHA NADIGER	23.01.2018	09.02.1987	30.06.2021	Marketing & Branding Officer	B.SC (IT)	CSC	36750
8	MR. R. RAJEEV GANDHI	20.04.2018	09.06.1989	30.06.2021	Junior Admin Executive	MA	SRICITY	30796
9	MS. PRANALI RAUT	18.06.2018	18.05.1996	30.06.2021	Technical Service Executive	B.Tech (Plastic & Polymer Engg)	CSC	20000
10	MR. SARVANA KUMAR	30.4.2019	19.04.1995	30.06.2021	Product Design Engineer	M.Tech	PRODUCT DEVELOPMENT	36300
11	GULLIPALLI	20.11.2021	12.08.1999	19.10.2022	Trainee Engineer	B. Tech (Mech)	SRICITY	15000
12	VIKAS KADURU	12.10.2021	21.07.2000	11.10.2022	Trainee Engineer	B. Tech (Mech)	SRICITY	15000
13	MR. AIRILY SHEFIN	22.11.2021	25.10.1999	21.11.2022	Trainee Engineer	Dipl. In Fabrication Tech & Erection Engg	SRICITY	15000
14	MR. SUMAN ACHARYA	03.11.2021	02.10.1996	02.11.2022	Senior Lab Analyst	Polymer Engg	SARPOL	25000

2) Existing Policy Copy as below:

Caringly yours

Bajaj Allianz



Bajaj Allianz General Insurance Company Ltd.
Bajaj Allianz House, Airport Road, Yerawada, Pune - 411006
GROUP MEDICLAIM (STANDARD) POLICY SCHEDULE
UIN: IRDA/NL-HLT/BAGWP-HV.V47/13-14

Policy issuing office and Correspondence address for communication by policyholder for claim, service request, notice, summons, etc.: 4th Floor Destination, Near Shoppers Stop, M.G.Road, Ghalkopar(East), Mumbai-400069 Phone No :022-67443100

Policy No. OG-21-1907-8402-00000096
Product GROUP MEDICLAIM (STANDARD)
Period of Insurance From 16:48:43 05-JAN-21 To 04-JAN-22 Policy Issued On 07-JAN-21
Co-Insurance Details Own Share: 100%
Insured Name THE INDIAN RUBBER MANUFACTURERS RESEARCH ASSOCIATION
Insured Address PLOT NO B 88 ROAD NO 22 WAGLE INDUSTRIAL ESTATE, PO Area - WAGLE I.E., THANE, MAHARASHTRA - 400604
Bank Details : No Details No Details
GSTIN / UIN 27AAAT7089F1Z6 Place of Supply/State 27 -Maharashtra Code/Name
Company GST No : 27AABCBS730G1ZX Invoice No : 237590330/1
Company PAN : AABCBS730G
Additional** Loading @ %
Additional Discount@ %
Base Premium 1,05,285.00
Special Discount
Net Premium 1,05,285.00
Terrorism** Surcharge
Stamp Duty
State GST (9%) 9,476.00
Central GST (9%) 9,476.00
Final Premium 1,24,237.00
*** All Premium figures are in Rupee.

On specific request and subject to terms and conditions, record of information exchange will be made available.

As per the GST regulations, the amount of GST will not be refunded if the policy / endorsement is cancelled after 30th September of the next financial year.

Scope of Cover As per the policy wording attached.
Risk Covered -1
Special Perils -2
Special Exclusions -
Subject to Clauses
Warranties -
Special Conditions -
Comments -
Bank RM Employee Code : Y

Broker Code 10033563 Channel Name : ML
Broker Name : NJ INSURANCE BROKERS PRIVATE LIMITED

Contact No : 9909020750/0

Email - miral.gajjar@njgroup.in

Premium Collection Details [Receipt No/Collection No/Amount] 1901-02573529 / 235291161 / Rs. 1,24,237.00 ,

*** If Premium paid through Cheque, the Policy is void ab-initio in case of dishonour of Cheque

*** This policy is subject to the standard policy wordings, warranties and conditions applicable for this product in addition to any specific warranty or condition attached

For & On Behalf of Bajaj Allianz General Insurance Company Ltd.



ANNEXURE- I

DECLARATION

From

M/s.
.....
.....

To

THE DIRECTOR
Indian Rubber Manufacturers' Research Association
254 / 1B, Road No. 16 V,
Wagle Industrial Estate,
Thane – West, 400601

Dear Sir,

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Performance Security, as applicable, in the form of Demand Draft.
3. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have blacklisted/banned / suspended business dealing. I/We further undertake to report to the I.R.M.R.A. immediately after we are informed but in any case, not later than 15 days, if any firm in which Proprietor /Partners/Directors are Proprietor or Partner or Director of such a firm which is blacklisted/banned/suspended in future during the currency of the Contract with you.

Yours faithfully,

(Signature of the Bidder)

Name:

Designation

ANNEXURE-II

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

Director,
Indian Rubber Manufacturers Research Association
254/1B, Road No.16V,
Wagle Industrial Estate, Thane (w)
Maharashtra State (India) - 400 604

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no _____ dated _____ to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid till such time to cover two months beyond the warranty period from the date of Notification of Award i.e. up to _____ (indicate date).

..... (Signature
with date of the authorized officer of the
Bank)

.....
Name and designation of the officer

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

ANNEXURE- IV

BANK GUARANTEE FORM FOR EMD

Whereas _____ (hereinafter called the “Tenderer”) has submitted its quotation dated _____ for the supply of _____ (hereinafter called the “tender”) against the purchaser’s tender enquiry 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 Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity: -

fails or refuses to furnish the performance security for the due performance of the contract or fails or refuses to accept/execute the contract or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

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 tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature with date of the authorized officer of the Bank)

.....
Name and designation of the officer

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

ANNEXURE- V

LETTER OF ACCEPTANCE

COMPLIANCE TO STANDARD TERMS AND CONDITIONS

Tender Enquiry No. :

Dt.

Bidder's Name:

I/We, confirm that I/We are authorized to submit Tender on behalf of the firm participating in the Tender and have perused the entire Tender Enquiry document including all its amendments till date.

Having perused the subject Tender Enquiry with all amendments (wherever applicable). I/We hereby confirm unconditional acceptance and compliance to abide by all its Terms and Conditions as mentioned in Tender Documents without any deviations whatsoever.

I/We certify that the prices quoted against the Tender Enquiry are competitive and without adopting any unfair/unethical means including cartelization.

I/We certify that Tendering firm has not been banned by Govt.of India or by any Indian Ministry from business dealings.

I/We also certify that the information given is factually correct, true and nothing material has been concealed.

Name of Representative with signature and seal.....

.....

.....

ANNEXURE- VI

TO BE ISSUED IN FIRMS LETTER HEAD

Addressed to the order Placing Authority

**CERTIFICATE ISSUED IN ACCORDANCE WITH PARA
171 OF GST ACT 2017 CONFORMANCE TO ANTI-
PROFITEERING MASURES**

“It is hereby certified that any reduction in rate of tax on any supply of Goods or Services or the benefit of input tax credit in respect of RFP/Purchase/ Work Order No. _____ dated _____ and our Quotation No. _____ dated _____ shall be passed on to the recipient/order placing authority by commensurate reduction in prices. The benefit so accrued will be passed on in the form of revised prices prior to raising invoice for payment.

Place:

Date:

Signature of Authorised Signatory

(Name of the person)

Address

FIRM'S GST UID: _____

HSN/SAC CODE: _____

ANNEXURE- VII

TO BE ISSUED IN FIRMS LETTER HEAD

Certificate

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (where applicable, evidence of valid registration by the Competent Authority shall be attached.)”

Place:

Signature of Authorised Signatory

Date:

**(Name of the person)
Address**

PRICE BID FORMAT

Sr. No.	Item Name				<u>Health Insurance Policy</u>
	Description				
	Brand /Make				
	Quantity				1 Policy
	Basic Cost (INR)				
	GST				
	Customs Duty				NA
	Surcharge if any				
	Any other Tax				
	Total Cost of proposal				

Note : Selected bidder has to nominate dedicated person for any help/queries/claim and should be based in Thane/Mumbai & Mumbai Suburban area.