BIDDING DOCUMENT FOR PURCHASE OF PROTEIN ANALYZER

F.No. PSM/DE/P.ANALYZER/2017/ Dated: 2.2017

To

__________________________

Sir,

1. Sealed Quotations/tenders, under limited tender enquiry Two Bid, are invited from the registered firms/their authorized dealer etc. for the goods mentioned below. The Quotations/bids duly sealed/signed & completed in all respect should reach in the office of Purchase Section, NDRI, Karnal-132001 latest by 2.00 PM on 17.3.2017. The incomplete Quotations/bids will be treated as rejected. The Quotations received after stipulated date & time will not be considered & rejected, and no correspondence in this regard will be entertained.

2. The Bidders are required to submit their Technical & Financial Bid duly sealed/signed in Separate Envelops and both the sealed envelopes/bids should be put together in One bigger envelop. The Tender No., Name of Item and Technical Bid or Financial Bid should be clearly indicated on the concerned envelops as well as on the top of one bigger envelope.

Schedule of Bids/quotations:-

i) Last date of Receipt of Bids : 17.3.2017 by 2.00 PM
ii) Opening of Bid(Technical) : 17.3.2017 at 2.30 PM

Failing as above, the bid will be out rightly rejected.

3. The Technical Bids/Quotations will be opened on Scheduled Date & Time in the office of Purchase Section, in the presence of the bidders or their authorized agents, if any, who may wish to be present on the spot at the time of opening the tenders/quotations.

4. The Financial Bid of the Technically Qualified bidders only will be opened in due course of time.

Description of the goods required and quantity:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Equipment</th>
<th>Qty</th>
<th>Minimum Warranty</th>
<th>AMC</th>
<th>Bid Security/EMD (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PROTEIN ANALYZER</td>
<td>1</td>
<td>2 years</td>
<td>2 years</td>
<td>Rs.14000/- In favour of ICAR Unit NDRI</td>
</tr>
</tbody>
</table>

ii) Guiding specification and other technical detail:
iii) Terms of delivery : Delivery at site, viz. AAO (Stores), NDRI, Karnal

iv) Delivery period for goods: Within One month from the date of issue of Purchase Order.

v) Erection / installation and commissioning are to be completed within 15 days of delivery of the goods at site.

vi) Terms of Inspection by the purchaser’s representative: At NDRI, Karnal after Receipt of Supply of Goods

vii) Price structure:

a. The ICAR Research Institutes are exempted from Excise and Customs Duties on Research Consumables, vide Notification No. 10/97-CE dated 1.3.1997 (as amended by 16/07-CE) and Notification No. 51/96-Customs respectively. However, for the ICAR Institutes to avail the aforesaid Duty Exemption benefits, the Prices are required to be quoted by Manufacturers preferably on Ex-Works basis, without including any Excise/Customs Duty component. Freight & Transit Insurance are required to be quoted extra, as per actuals, for insured transportation from Ex-Works to Destination.

b. Alternatively, however, the Authorized Dealers/Retailers may quote their most competitive FOR Prices, with maximum possible Dealer’s Special Discount.

c. The rates and prices quoted by the supplier shall remain firm and fixed during the currency of the contract and shall not be subject to variation on any account, whatsoever, including stator variations, if any.

viii) Receipt of Goods & Terms of Payment:

a. Payment term for supply of goods :-

   Immediately on receiving the goods at site, the purchaser will verify the quantities of
the items supplied as specified in the delivery challan of the supplier and also check
for any superficial damage etc. in the goods so supplied and issue a provisional
receipt accordingly.

The purchaser, **within three days of issue of the provisional receipt**, will issue
acceptance certificate (of the goods) to supplier, provided the goods supplied are
technically acceptable in terms of the contract. The supplier will then send its invoice
along with accompanying documents to the paying authority for payment. The
paying authority will release the full payment to the supplier as due in terms of the
contract, within seven working days of receipt of supplier’s invoice, provided the
invoice and the accompanying documents are in order. While claiming any
reimbursement for **Sales Tax**, the supplier shall furnish the following certificates duly
dated and signed, on its bill:

“Certified that the goods, **on which Sales Tax has been charged**, have not been
exempted under the **Central Sales Tax Act** or **State Sales Tax Act** or the rules made
thereunder and the charges on account of Sales Tax on these goods are correct
under the provisions of that Act or the Rules made thereunder.”

“Certified further that we are registered as dealers for the purpose of Sales
Tax and have paid the Sales Tax against this contract accordingly, for which we are
asking for reimbursement in this bill.”

ix) **Paying Authority:** Comptroller, NDRI, Karnal – 132 001.

x) **Liquidated Damage Clause:**

If any time during the performance of the contract, the supplier encounters
conditions hindering timely delivery of the goods, the supplier shall promptly inform
the purchaser in writing the fact of the delay and the likely duration of the same.

After receipt of supplier’s communications, the purchaser shall decide as to whether
to cancel the contract for the un-supplied portion after the existing delivery period,
or to extend the delivery period suitably by issuing an amendment to the contract.

If the supplier fails to deliver the goods and / or perform the services within the
contractual delivery period for reasons other than circumstances beyond supplier’s
control (which will be determined by the purchaser) and the purchaser extends the
delivery period, **the purchaser will also deduct from the contract price, as liquidated
damage, a sum equivalent to 0.5% (half per cent) of the delivered price of the
delayed goods or unperformed services for each week of delay or part thereof until
actual delivery or performance.**

The maximum limit of such deduction will, however, be 10% (ten per cent) of the
contract price of the delayed goods or services.

Further, during such delayed period of supply and / or performance, the supplier
shall not be entitled to any increase in price whatsoever on any ground.

However, the purchaser shall be entitled to the benefit of any decrease in price and
cost, on any ground, whatsoever, of the goods & services, during the period of delay.

The purchaser’s letter (to the seller with copies endorsed to other concerned) extending the delivery period will be subject to the above conditions.

xi) **Warranty Clause:**

The minimum period of Warranty / Guarantee for Equipment shall be 24 months from the Date of Supply.

xii) **Quality of Supply of Equipment:** The Quality of Equipment to be supplied must be such that the time-period between their Date of Manufacture and their Date of Supply is ensured to be minimum possible and, in any case, not more than maximum 1 month.

xiii) **Dispute Resolution Mechanism:**

If any dispute or difference of any kind arises between the purchaser and the supplier in connection with the contract, the parties shall make every effort to resolve the same amicably by mutual discussions.

However, if the parties fail to resolve the disputes or differences by such mutual discussion **within 30 days**, either the purchaser or the supplier may give notice to the other party of its intention to refer the same to arbitration.

The arbitration will be conducted by a sole arbitrator, who will be appointed by the Secretary, ICAR and the procedure to be followed in this respect will be as per the Indian **Arbitration act, 1996**.

The **venue** of the arbitration shall be the place (i.e. NDRI, Karnal), from where the contract is issued.

xiv) In case of any Legal Dispute, the jurisdiction will be at Karnal.

5. You are also required to fulfill the following conditions and also furnish the required details as indicated in subsequent paragraphs.

a) At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to 25%, the quantity of goods & services as specified in the above requirement, without any change in the unit price or other terms & conditions.

b) Please furnish a **certified copy** of your latest ITCC (Income Tax Clearance Certificate).

c) Please indicate if you are registered with any Government organization; and, if registered, furnish all relevant details.

d) Please state **whether business dealings** with you presently stand banned by any Government organization; and, if so, furnish relevant details.

e) Bidders are advised that one bidders cannot represent two suppliers or quote on their behalf in a particular tender. Specifications mentioned in Firm’s **Brochure** will only be acceptable.

f) The supplier shall at all times indemnify the purchaser, at no cost to the purchaser, **against all third party claims** of infringement of patent, trademark of industrial design rights arising from the use of the goods or any part thereof, with respect to the goods quoted by the supplier in its offer.

g) The **quotation(s)** as well as the **contract** shall be written in **English language**. All correspondence and other documents pertaining to the quotation(s) and
the contract, which the parties exchange, shall also be written in English. The quotation and all correspondence and documents relating to the quotation exchanged between the bidder and the purchaser may also be written in Hindi language, provided that the same is accompanied by an **English translation**, in which case, for the purpose of interpretation of the quotation, the English translation shall govern.

**h)** The contract shall be governed by the laws of India and the interpreted in accordance with such laws.

**i)** **The quotation / offer shall remain valid for acceptance for a period not less than 60 days after the specified date of opening of the offer.**

**j)** The Bidder quoting the Bid of foreign equipment on behalf of Foreign Manufacture/Foreign Supplier, the Authorization Certificate from the Principal is essentially required and should be attached with the bid.

**k)** The bidder should submit the Certificate of **Non-Blacklisting/ Not Banned/Temporarily suspended by any Govt. Deptt. / Organizations.**

**L)** The SSI/MSEs Registered with NSIC are exempted from Tender Fees and EMD subject to submission of NSIC Registered with valid certificate with the items list.

**M)** The EMD is essentially required from the bidders. The NSIC registered firm who quote their bid of foreign make on behalf of the Foreign Manufacturer/Principal supplier should also submit the EMD. In case the required EMD is not submitted by the bidders, their bid will not be considered and will be treated as rejected.

**N)** **The Annual Maintenance Contract / Comprehensive Maintenance Contract, if required by the user lateron, will be awarded separately. However, the bidders are required to quote the years wise rates for the requisite period in their bids.**

6. The tenders, which are received late by the purchaser will be ignored. Further, the purchaser does not accept any liability and responsibility for the tenders in case the same are not properly sealed & marked and / or sent as above.

7. **The tenders, which are received in time, will be opened in purchaser’s office at 2.30 P.M. on 17.3.2017 the purchaser will open the tenders in the presence of the Indenter, tenderes duly authorized representatives, who choose to attend the tender opening.**

8. The purchaser will evaluate and compare the quotations, which are substantially responsive i.e. which are properly prepared & signed and meet the required terms, conditions, specification etc. The purchaser will award the contract to the supplier(s), whose quotation will be determined to be responsive and offering the best evaluated price.

9. **The Alternative bid will not be accepted.**

10. Notwithstanding the above, the purchaser, reserves the right to accept or reject any quotation or annual the tendering process and reject all quotations at any time prior to award of the contract, without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever, to the affected tenderer or tenderers.

11. Please submit your quotation accordingly. Your price quotation may be furnished in the format enclosed as **Annexure – I**. You are also required to return this original tender enquiry (all the pages), as it is, duly signed by you on every page, for our record. You may retain a photocopy of this tender enquiry for your record.
Before executing supply, the successful Bidder will have to deposit Performance security equal to 5% (five percent) of the ordered value of goods, in the shape of Demand draft in favor of “ICAR Unit, NDRI” Payable at Karnal.

Senior Admn. Officer (P)

Enclosures: Annexure - 1
**FORMAT OF PRICE QUOTATION**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Goods &amp; allied Services</th>
<th>Specification</th>
<th>Accounting Unit</th>
<th>Qty</th>
<th>Quoted Unit Price in</th>
<th>Total Amount</th>
</tr>
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<tbody>
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<td>1</td>
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<td>1</td>
<td>In Fig.</td>
<td>In Words</td>
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</tbody>
</table>

Grand Total Cost: ________________

**MANDATORY FILD**

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<tr>
<th>Vendor Name</th>
<th>Vendor Type</th>
<th>Address</th>
<th>PAN No. (Mandatory in case TDS is deducted)</th>
<th>TAN NO./TIN NO./SERVICE TAX NO./CST REGN NO.</th>
<th>Name of the Bank &amp; Branch Name AND ADDRESS OF BANK BRANCH</th>
<th>Bank Account No.</th>
<th>BIC (IFSC Code No.)</th>
<th>e-mail address</th>
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We agree to supply the above goods & allied services. We confirm that the same will meet the description & the specification & other technical details as required in the tender enquiry.

We also confirm that we agree to all other terms & conditions of your tender enquiry including the terms of delivery, period of delivery and warranty provision.

We have furnished all the information, as required in the tender enquiry and attached the relevant document. (In case tenderer desires to put some additional / modified stipulations, terms & conditions etc. the same may be clearly indicated).

We also confirm that our offer will remain valid for acceptance for ______days after the date of opening of tenders.

(Signature, name and address of the authorized executive of the tendering firm)

For and on behalf of....................

(Name and address of the tendering firm).................................

(Seal of the tendering firm) Website Address: .........................; E-Mail Address: ..........................

Date: Place: