NOTICE INVITING LIMITED TENDER THROUGH E-PROCUREMENT TOWARDS PURCHASE OF DEEP FREEZER (-80 °C)

We have a requirement of the goods & services as indicated below, tender for which you are invited to submit your most competitive quotation for the same. All the relevant details are given below.

The Tender document contains the following:-

Annexure-I- Terms for Delivery of Goods
Annexure-II-“Guiding specification and other technical details”.
Annexure-III- “Instructions for Online Bid Submission”

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Description of the goods required and the required quantity:

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| 01     | DEEP FREEZER (-80 °C)       | 01  | 2 year warranty  | 1. Rs. 22,500/- of EMD in favour of ICAR Unit NDRI  
2. The Tender fee Rs.500/- (Separate demand drafts)  
3. Firms with the Micro, Small and Medium Enterprises Certificate holders are exempted from EMD only |

All the soft copies should be uploaded including Tender fee & EMD and Technical Specification of the equipment
IMPORTANT NOTES:

i. Tender Documents can be downloaded from NDRI website www.ndri.res.in or from the Central Public Procurement Portal www.eprocure.gov.in. Bidders should enroll/register in the e-procurement module of Central Public Procurement Portal through the website: www.eprocure.gov.in for participating IN THE BIDDING PROCESS. Bidders should also possess a valid DSC for online submission of bids. Central Public Procurement Portal (CPPP) shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with NDRI.

ii. Bids received on e-tendering portal only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.

iii. Intending tenderers are advised to visit again NDRI website www.ndri.res.in or from the Central Public Procurement Portal www.eprocure.gov.in. At least 3 days prior to closing date of submission of tender for any corrigendum/addendum/amendment.

iv. NDRI reserves the right to accept/reject any or all the tenders in part/full without assigning any reason thereof.

v. NDRI will not be responsible for any delay in enrollment/registration as bidder or submitting/uploading the offer on e-tender portal. Hence, bidders are advised to register in e-tendering website www.eprocure.gov.in and enroll their Digital Signature Certificate and upload their quotation well in advance.

vi. Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated later.

vii. Any change/corrigendum extension of opening date in respect of this tender shall be issued through websites only and no press notifications will be issued in this regard. Bidders are therefore requested to regularly visit our website for updates.

viii. Not more than one tender shall be submitted by one contractor or contractors having relationship. Under no circumstances will father and his son(s) or other close relations who have business relationships with one other (i.e. when one or more partners (s)/Director (s) are common be allowed to tender for same contract as separate Competitors. A breach of these conditions will render the tenders of both parties liable to rejection.

ix. Tender not accompanied with the cost of tender documents is liable to be rejected. However, Public sectors undertaking/Govt. Undertaking firms are ez.

x. The tender form/bidder documents may be downloaded from the website: https://eprocure.gov.in/eprocure/app. Online submission of Bids through Central Public Procurement Portal (https://eprocure.gov.in/eprocure/app) is mandatory. Manual bids shall not be accepted.

xi. Tenderers/bidders are requested to visit the website https://eprocure.gov.in/eprocure/app regularly. Any changes/modifications in tender enquiry will be intimated but corrigendum through this website only.

xii. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Ministry reserves the right to accept or reject any or all the tenders.
The firms are required to furnish/upload copies of the following documents:

I. Signed and scanned copy of Firm’s registration, PAN No, VAT No, TIN No & Affidavit of Partnership firm.
II. Signed Scanned copy of documents like tender documents & RTGS detail of the firm.
III. Scanned copy of similar contracts to Government Departments.

We agree to supply the above goods and allied services. We confirm that the same will meet the description, specification and other technical details as required in the tender enquiry. We confirm that we agree to all other terms and conditions of your tender enquiry including the 3 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 documents. (In case a tenderer desires to put some additional/modified stipulations, terms and conditions etc. the same may be clearly indicated). We confirm that our offer will remain valid for acceptance for **180 days** after the date of opening tenders.

Sd/-

Asstt.Admin.Officer (P)
Annexure-I

i. Terms of delivery: Delivery at site, viz. AAO (stores), NDRI, Bangalore.

Security performance: To ensure due performance of the contract, performance security is to be furnished by the successful bidder for as amount of 10% of the value of the goods as fixed by the competent Authority in the form of Account payee Demand draft, fused deposit receipt, Bankers cheque or bank Guarantee in favour of the Head, SRS, ICAR-NDRI, Bengaluru payable at Bengaluru to be furnished within 21 days from the date of issue do Purchase order.

ii. Delivery period for goods: Within ONE MONTH from the signing of the contract.

iii. Erection / installation and commissioning (if required, depending on the goods ordered) are to be completed within 15 days of delivery of the goods at site.

iv. Terms of Inspection by the purchaser’s representative: At NDRI, Bangalore after Receipt of supply of Goods

v. Price structure:

a) The ICAR Research Institute are exempted from Excise and Custom 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 Institute 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 actual, 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.

vi. Receipt of Goods & Terms of Payment:

Payment terms for supply of goods, including erection/installation and commissioning (as and if applicable):-

Immediately on receiving the goods at site, the purchaser will verify the quantities of the items supplied 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 purchase, within three days issue of the provisional receipt, will issue acceptance certificate (of the goods) to supplier, provide 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 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 there under and the charges on account of sales Tax on these goods are correct under the provisions of that Act or the Rules made there under.”

“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.”

vii. Paying Authority: AF&AO, ICAR-NDRI, Bengaluru-560030

viii. Liquidated Damaged 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 fail to deliver the goods and / or perform the service 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 periods, the purchaser will also deduct from the contract price, as liquidated damage, a sum equivalent to 0.50% (half percent) of the delivered price 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 percent) 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 and services, supplied 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.

ix. Warranty Clause:

- The minimum period of Warranty / Guarantee for equipment for equipment shall be 2 year.
- The vendor should have installed at least 5 installations in Research Institutes in India during last 5 years.
x. **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 2 months.

xi. **Dispute Resolution Mechanism:**

If any dispute or difference of any kind arises between the purchase and 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 difference 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 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, Bengaluru from where the contract is issued.

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

2. 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 in the above requirement, without any change in the unit price or other terms & conditions.

3. Please furnish a **certified copy** of your latest ITCC. (INCOME TAX CLEARANCE CERTIFICATE).

4. Please indicate if you are currently **registered** with any Govt, Organization; and, if registered, furnish all relevant details.

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

6. A supplier shall not submit more than one quotation for the same set of goods. Specifications mentioned in Firm’s Brochure will only be acceptable.

7. 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 goods or any part thereof, with respect to the goods quoted by supplier in its offer.

8. The quotation(s) as well as the contract shall be written in English Language. All correspondence and other documents pertaining to be quotation(s) and the contract, which the parties exchange, shall also be written in English.

9. 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.

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

11. The quotation/offer shall remain valid for acceptance for a period not less than 90 days after the specified date of opening of the offer.

12. Notwithstanding the above, the purchaser reserves the right to accept any quotation to annul the tendering process and reject all quotations at any time to award of the contract, without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever, to the affected renderer to lenderers.
13. The Bid Security/EMD is Compulsory in Case the Value of Goods/materials Exceeds rupees 1 lakh (one lakh). If the bidder failed to providing EMD the quotation should be Consider as invalid.

14. The successful Bidder shall have to deliver the performance security either by a Bank Guarantee or a Bank Draft of the Head, NDRI, Bengaluru for an amount of 10% contract value, valid up to 60 (sixty days) after the date of completion of all contractual obligations by the Supplier, including the warranty obligations.

15. Before executing supply, the successful Bidder will have to deposit Performance security equal to 10% (ten percent) (if total value exceeds 1 lakh) of the ordered value of goods, in the shape of Demand draft in favor of” ICAR Unit, NDRI” Payable at Bangalore.

Sd/-

Asstt.Admin.Officer (P)
Annexure-II

Specification of -80°C Deep Freezer

1. Push Button LED display
2. Heavy gauge, cabinets with a powder coat paint finish
3. Polyurethane insulation
4. Vacuum relief ports
5. Washable filter for protection from dust on the condenser
6. Integrated key lock for security with password protection
7. Microprocessor control and monitoring system
8. Power management system minimum of 72 hours power backup
9. Temperature Range: –50°C to –86°C at 18°C – 32°C ambient temperature
10. Capacity: Mini. of 500 liters; 2” box capacity: 350 boxes; vial capacity 35,000 2ml vials
11. Insulation: Non CFC
12. Electrical: 230VAC, 50 Hz, 12.0 FLA
13. Breaker Requirements: 15 Amp, Dedicated circuit
14. Max. Shelf Weight: 57 kg max or less
15. The minimum period of Warranty / Guarantee for equipment shall be 1 year and 5 years for compressor from the date of supply. Additional/ extended warranty for two more years may be included and quoted with applicable cost.
16. The vender should have installed at least 5 installations in Research Institutes/ organizations in India during last 5 years and should enclose the list.
17. Freezer should have ISO 9001 standard quality test requirements and IEC 61010 Electrical safety CE & UL certified or any other suitable certification.

Note: (1). Suitable stabilizer should be provided.
(2). The final rate/cost quoted should be of FOB to FOR which is inclusive of equipment cost, applicable taxes, delivery cum installation and extended/additional warranty for 2 years.
INSTRUCTIONS FOR ONLINE BID SUBMISSION:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Portal (URL: http://eprocure.gov.in). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are means to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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

REGISTRATION:

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

SEARCHING FOR TENDER DOCUMENTS:

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

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

**PREPARATION OF BIDS:**

1) Bidders should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/PAR/DWF formals. Bid documents may be scanned with 100 dpi with black and white option.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the required for bid submission process.

**SUBMISSION OF BIDS:**

1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessary submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the while coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changes. Once the details have completed, the bidder should save it and
submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

4) The service time (which is displayed on the bidders ‘dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders would follow this time during bid submission.

5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secretary of the data. The data entered cannot be viewed but unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS:

• Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

• Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The contact number for the helpdesk is 18002337315.

• For any technical related queries please call the Helpdesk, Mobile Number-+919611724686. Tel:24X7 Help Desk Number 01204200462, 0120-4001002.

• E-mail: support-eproc@nict.in.

• Note: Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details.

Sd/-

ASSISTANT ADMINISTRATIVE OFFICER (SP)
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To,                                                                                                                   Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: __________________________

Name of the Tender / Work:-

Dear Sir,

I/We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender/Work’ from the web site(s) namely.

as per your advertisement, given in the above mentioned website(s).

I / We hereby certify that I/ we have read the entire terms and conditions of the tender documents from Page No. _______ to _______ including all documents like annexure(s), schedules(s), etc., which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.

The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.

I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) in its totality / entirely.

I /We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/Public sector undertaking.

I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully

(Signature of the Bidder, with Official Seal)