E-TENDERS NOTICE INVITING
(NATIONAL COMPETITIVE BIDDING)

Online bids are invited on single stage Two bid system for
AWARD OF RATE CONTRACT FOR SUPPLY OF LIQUID NITROGEN at ICAR-NDRI, KARNAL”

Tender documents may be downloaded from NDRI web site www.ndri.res.in (for reference only) and CPPP site https://eprocure.gov.in/eprocure/app as per the schedule as given in CRITICAL DATE SHEET as under:-

<table>
<thead>
<tr>
<th>CRITICAL DATE SHEET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Published Date</td>
</tr>
<tr>
<td>Bid Document Download/Sale Start Date</td>
</tr>
<tr>
<td>Bid Submission Start Date</td>
</tr>
<tr>
<td>Bid Submission End Date</td>
</tr>
<tr>
<td>Bid Opening Date</td>
</tr>
<tr>
<td>Place of opening of Technical bid</td>
</tr>
<tr>
<td>Address for communication</td>
</tr>
</tbody>
</table>

1. On behalf of Director, ICAR-NDRI, Karnal, Electronic Quotations/tenders under Open tender enquiry, Bids are invited from the registered firms/their authorized dealer registered on portal etc. for AWARD OF RATE CONTRACT FOR Supply of Liquid Nitrogen at ICAR-NDRI, KARNAL. The Quotations/bids duly sealed/signed & completed in all respect should be submitted with scan documents online at CPPP latest by 11.00 AM on 06 Mar 2018 (11:00AM). 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 Tender form/bidder documents may be downloaded from the https://eprocure.gov.in/eprocure/app. Online submission of Bids through Central Public Procurement Portal (https://eprocure.gov.in/eprocure/app) is mandatory. Manual/Offline bids shall not be accepted under any circumstances. However, for the purpose of realisation, the bidder has to send the Demand Draft/ banker’s cheque/ pay order in original to this institute through post or by hand so as to reach by the time of tender opening.
3. Tenderers/bidders are requested to visit the website [https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.

4. 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 Director, ICAR-NDRI, Karnal reserves the right to accept or reject any or all the tenders.

5. The firms are required to upload copies of the following documents:-

- **Technical Bid**
  - i. Scanned copy of Earnest Money Deposit (EMD)/its exemption, if any. The SSIs/MSEs Registered with NSIC are exempted from EMD subject to submission of NSIC Registered with valid certificate with the items list.
  - ii. Scanned copy of Firm’s registration, PAN Card, GST No., Tender acceptance letter
  - iii. Scanned copy of User List/Purchase Orders of its satisfactory installation.
  - iv. The bidder should submit the Certificate of Non-Blacklisting/ Not Banned/Temporarily suspended by any Govt. Deptt. / Organizations.
  - v. The scan copy of an undertaking stating that if the information/declaration/scanned documents furnished in respect of eligibility criteria are found to be wrong or misleading at any stage, the firm will be liable to punitive action.

- **Financial Bid:-**

  Financial bid should be quoted as per BOQ.

6. The Bidders may submit their Techno-Commercial bids and price bids online on the portal of CPP. No conditional bids shall be allowed/ accepted. Bidders will have to upload scanned copies of various documents required for their eligibility and all other documents as specified in NIT, techno-commercial bid in cover-I, and price bid in Cover-II. To enable system generated techno-commercial and price comparative statements, such statement may be submitted in Excel formats strictly. The bidder will have to give an undertaking online that if the information/declaration/scanned documents furnished in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action. **EMD (demand draft/ banker’s cheque/ pay order) amounting Rs. 25000/- is to be submitted in the electronic format online** (by scanning) while uploading the bid. This submission shall mean that EMD is received electronically. However, for the purpose of realisation, the bidder has to send the Demand Draft/ banker’s cheque/ pay order in original to this institute through post or by hand so as to reach by the time of tender opening. In case of exemption of EMD, the scanned copy of the document in support of exemption will have to be uploaded by the bidder during bid submission.

7. The Financial Bid of the TechnicallyQualified bidders only will be opened after short listing of techno-commercially acceptable bidder with due information through system generated emails & SMS alerts.
8. i) Description of the Work:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of ITEM Required</th>
<th>Bid Security/EMD (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Award of Rate Contract for Supply of Liquid Nitrogen</td>
<td>Rs.25000/- In favour of ICAR Unit NDRI</td>
</tr>
</tbody>
</table>

ii) Specification for Liquid Nitrogen

1. **Quantity of stores required**: A Total of 5000-6000kg of liquid nitrogen per month in 3-4 to lots. Quantity of delivery each time will be minimum 1400 kg and maximum to 2000 Kg and at Lalukheri around 1000 kg.

2. **Purity** of Liquid nitrogen to be 99% and above.

3. **Rates to be quoted**: FOR, Karnal and Lalukheri, Lalukheri Dist. Muzaffarnagar, UP in Non-pressurized cryo-vessels as well as Semi-pressurized cryo-vessels/tanks for Kgs of liquid nitrogen.

4. **Supply quantity measurement**
   - **Quantity**: Liquid nitrogen supplied under this rate contract shall be measured and exp-reseed in terms of KG of Liquid nitrogen. For the purpose of calculation of actual quantity of liquid nitrogen delivered each time, weight of transport carrier along with Vacuum Insulated Tank (VIT) shall be taken before and after the transfer of Liquid nitrogen in our storage tank, and the difference in weight in Kgs. shall be treated as quantity supplied. The pressure of the VIT at the time of reporting for delivery of liquid nitrogen at the weighing balance shall not be more than 1.5kg/cm².

9. **Terms and Conditions of Supply**

   a) **Supply request**: The supply request will be by e-mail, fax or over telephone and will be given details of the quantity of liquid nitrogen required to be supplied and the date. Supply will be taken on Working days of NDRI within office hours i.e. 9.30 AM to 5.00 PM.

   b) Material will be received through the Central Store. Quantity and quality will be verified by indenting officer or his representative from ABRC and representative of central store. The pressure of the VIT at the time of reporting for delivery of liquid nitrogen at the weighing balance shall not be more than 1.5kg/cm².

   c) Supply must be completed by stipulated delivery period failing which emergency purchase from other source will be affected and excess cost thus incurred is to be recovered from the contractor.

   d) **Mode of Payment**: The bills for the liquid nitrogen shall be submitted within a fortnight and will be paid within 30 days from the date of receipt of the bills. The contractor shall present the Bill and Delivery Challan.

   e) All cases, where payments are not made within 30 days of the date of receipt of stores should be referred to this office.

   f) The liquid nitrogen is used for frozen semen production required for research, teaching, extension and training activities.

   g) The supplier should be GST compliant and should have GST No. The applicable rate of item will be paid extra.

   h) Supply of liquid nitrogen is to be ensured as and when required, **within 48 hrs of information for supply**, otherwise EMD may be forfeited and will attract cancellation of contract.

   i) There will be no binding on the Institute to procure the contracted item from other source.

   j) The rate contract will be valid for one year.

   k) The supplier should give details of LN2 Plant capacity and spare capacity to meet NDRI, requirements.

10. **Bid Opening**: Both the techno-commercial and price bids will be opened online by the bid openers mentioned at the time of creation of the tender online. Relevant bidders can simultaneously take part in bid opening online and can see the resultant bids, of all bidders. The system automatically generates a technical scrutiny report and commercial scrutiny report in case of the techno-commercial bid opening and a price comparative statement in case of price bid opening which can also be seen by participating bidders online.
11.  
   i. **Place of DELIVERY**: ABRC via Central Stores, NDRI, Karnal  
   ii. **Delivery period for goods**: Every Friday or as per schedule provided by Incharge, ABRC.  
   iii. **Terms of Inspection by the purchaser’s representative**: At NDRI, Karnal on receipt of goods. 

12. **Price structure**:  
    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. **However, there seems to be some changes in GST recently introduced by G.O.I which will be intimated at the time of order to the selected firm.**

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

13. **Terms of Payment**: Bill basis after satisfactory receipt of goods and verified by the concerned user. 


15. **Liquidated Damage Clause**:  
    Supply of liquid nitrogen is to be ensured as and when required, within 48 hrs of information for supply, otherwise EMD may be forfeited and will attract cancellation of contract 

16. **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. 

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

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

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

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

c) 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.

d) 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.

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

f) 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.

i) The EMD is essentially required from the bidders.

j) Alternate/ conditional/ Optional bids will not be accepted.

19. Notwithstanding the above, the purchaser, reserves the right to accept or reject any quotation or annul 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.

Before award of contract, the successful Bidder will have to deposit Performance security Rs.100000/-, in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment.

NOTE:- 1. All the participating bidders should be complying with GST provisions enacted by Govt. of India from the date of 1st July, 2017.

(S.S.Meena)
Assistant Administrative Officer (P)