

www.cipheth.in

Phone: 0161-2313101

Fax: 0161-2308670

E.Mail:Raj.Kumar4@icar.gov.in

saocipheth@yahoo.com



भा0 कृ0 अनु0 परि0 –केन्द्रीय कटाई–उपरान्त अभियांत्रिकी एवं प्रौद्योगिकी संस्थान
डाक घर : पी0 ए0 यू0 ए लुधियाना – 141004 पंजाब (भारत)
ICAR – Central Institute of Post Harvest Engineering & Technology
P.O. PAU, Ludhiana - 141 004. Punjab (India)



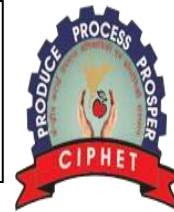
TENDER FOR THE SUPPLY OF LABORATORY EQUIPMENTS AT ICAR-CIPHET, LUDHIANA

Tender Enquiry No.: F .No. 87-1/P&S/2015

email:	ciphethludhiana1989@gmail.com
website:	www.cipheth.in
	www.eprocure.gov.in/eprocure/app
Tel:	0161-2313101, 2313164 Fax: 0161-2308670



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E-TENDER NOTICE

For and on behalf of Secretary, ICAR, the Director, ICAR-CIPHET, Ludhiana invites online open tenders for the supply of Laboratory Equipments i.e. **Laboratory colorimeter Under PHME-TC Project. The details of the Equipments and specifications of the tender document as per (Chapter-IV) through the website www.eprocure.gov.in/eprocure/app under two bid system from reputed manufacturers /suppliers.**

Tender Enquiry No. : F.No. 87-1/P&S/2015		
Published Date	06.12.2018 at 10:00 AM	
EMD Submission end date	05.01.2019 at 5:00 PM	
Bid submission start date	06.12.2018 at 10:00 AM	
Technical bid opening date	06.01.2019 at 2.30 PM	
Bid Validity	90 days from the date of Technical Bid opening	
Tender Fees	Rs. 500 /-	
EMD	Estimated Cost	Amount (EMD)
	Below Rs. 2.50 lakh	5,000
	Above Rs. 2.50 lakh to Rs. 5.00 lakh	10,000
	Above Rs. 5.00 lakh to 10.00 lakh	20,000
	Above Rs. 10.00 lakh to 20.00 lakh	40,000
	Above Rs. 20.00 lakh to 25.00 lakh	50,000
	Above Rs. 25.00 lakh to Rs. 50.00 lakh	1,00,000
	Above Rs. 50.00 lakh to Rs. 1.00 crore	2,00,000
Above Rs. 1.00 crore	4,00,000	

IMPORTANT NOTES:-

1. Tender Documents can be downloaded from CIPHET website www.ciphnet.in or from the Central Public Procurement Portal www.eprocure.gov.in/eprocure/app. Bidders should enroll / register in the e-procurement module of Central Public Procurement Portal through the website: www.eprocure.gov.in/eprocure/app for participating in the bidding process. Bidders should also possess a valid DSC for online submission of bids.
2. **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.**
3. ICAR-CIPHET reserves the right to accept / reject any or all the tenders in part /full without assigning any reason thereof.
4. ICAR-CIPHET 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/eprocure/app and enroll their Digital Signature Certificate and upload their tender well in advance.
5. Any change / corrigendum/ extension of opening date in respect of this tender shall be issued through websites only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit our website for updates.

Place: Ludhiana
Date: 16-08-2018

(B.C.Katoch)
Asth.Administrative Officer



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INSTRUCTIONS TO THE BIDDERS

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 meant 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 “**Online bidder Enrollment**” on the CPP Portal which 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 / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders 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) Bidder 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 / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 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" or "Other Important Documents" 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 time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can 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) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been 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.
- 6) The server 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 should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by 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. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), 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.
- 9) 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

- 1) 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.
 - 2) 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.
1. The intending Tenderer, in case of Prime Equipment Manufacturers shall upload a self- declaration on their letter-head as PDF file in Cover-I of e-tender, along with the tender documents, confirming that they are regularly manufacturing, supplying, installing, testing & commissioning of the similar equipment for the last 2 years.
 2. The intending Tenderer, in case of Authorized Distributor/ Authorised Dealer shall possess valid authorized Distributorship /Dealership license from Original Equipment Manufacturers. The tenderer shall enclose the copy of the same as PDF file in Cover-I of the e-tender while submitting the tender.
 3. Any optional accessories / tooling, besides the standard equipment recommended for the better performance of the equipment, if offered, be provided with their full technical details including their use and advantage in a separate sheet with the tender documents. Minimum two years warranty has to be provided for the equipment.
 4. No extra payment shall be paid on account of any discrepancy in nomenclature of items.
 5. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulates any condition of his own, such conditional tender is liable to be rejected.
 6. Director, ICAR-CIPHET, reserves the right to reject any tender/bid wholly or partly without assigning any reason.
 7. The Technical Committee constituted by the Director, ICAR-CIPHET shall have the right to verify the particulars furnished by the bidder independently.
 8. Tenderer shall take into account all costs including installation, commissioning, cartage etc. for giving delivery of material at site quoting the rates. In this regard no claim for any extra payment for any reason shall be entertained.
 9. The supply should be delivered at CIPHET, PAU CAMPUS, LUDHIANA/ABOHAR PUNJAB and the supplier shall be responsible for damage during the transit of goods.
 10. All the tender documents & price bid to be uploaded as per this tender are to be digitally signed by the bidder.



Eligibility for Responding:

- i) Only those firms should respond who are the Manufacturers or authorized dealers/agents of the stores specified in the tender specifications.
- ii) The foreign manufacturers of the tendered stores will have to specify in the tender document, details of the sales service to be provided after expiry of warranty period.
- iii) Indian agents of foreign manufacturers/principal are allowed to participate in the tender subject to the following conditions: -
 - a) The Indian agent will submit along with the tender documents a copy of latest authority letter/agreement from the foreign manufacturer/principal.

- b) Such agreement/authority with the foreign manufacturers/principal should be a long- term agreement and not merely for the present tender.
- c) If the agreement is only for the present tender, the offer received is liable to be rejected.
- d) The Indian agent will provide details of the after sales service and post contractual support i.e. repair, maintenance, supply of spare parts etc. that he will carry out.
- e) Offers from firms whose business activities are limited to procuring items from manufacturers, both Indian and Foreign and supplying the same to the purchaser, and having no after sales service backup will not be entertained.
- f) Where the quoting party /Indian representative claims to be subsidiary or branch office or an authorized representative or principal foreign manufacturer /supplier in India, then a copy of approval from RBI/Ministry concerned for operating business in India as subsidiary/branch /liaison or joint –venture may be submitted with offer. The Indian agent of foreign manufacturer should be enlisted with DGS&D for all items except for the prohibited items as per the Foreign Trade Policy of Govt. of India. **Copy of the certificate showing registration with the above mentioned institutions to be uploaded in Cover - I of the e- tender in PDF format.** The Indian Agents of foreign firms registered with DGS&D as explained at Sl. No. 9 above are not eligible for exemption from submission of Bid Security.

- **The tenderer must submit last two years income tax return and copy of PAN Card**
- **The tenderer must have latest VAT/Sales Tax Clearance certificate alongwith copy of Registration certificate under Sales Tax.**
- **The firm must have trade registration certificate**
- **The tender from principal firm and authorized agent/dealer will not be accepted together.**
- **The tenderer must submit the blacklisting certificate indicated that their firm is not blacklisted from any Govt. Organization.**
- **Tenderer must submit the User list of the respective equipment**

11. The purchaser has the right to have a demonstration of the equipment/item in his premises. The supplier has to abide by this condition. The demonstration has to be arranged by the supplier at his own cost.
12. **Delivery Required By: For Indian manufacturer - Within 30 days** from the Date of issue of award letter or as specified in the supply order.
For Foreign firms – 90 days from the date of opening of letter of credit (LC).
14. **Terms of Delivery: For Indian/manufacturer / suppliers:-FOR ICAR-CIPHET, Ludhiana / Abohar**
For Foreign manufacturer / suppliers: - On FOB Basis
15. **Inspection after Receipt of Goods:** The inspection will be done by the Committee in the presence of firm's Representative. The successful tenderer will have to provide at his own cost and arrangement technically qualified personnel at the consignee's location for joint inspection. These personnel must be able to unpack, assemble and demonstrate the use of the equipment fully and identified each Part/Machines supplied. Any consumables that are essential will be provided by the supplier free of cost.
In case of receipt of materials in damaged condition the suppliers will have to arrange the replacement of goods free of cost. All expenses in this regard will be borne by the supplier.
16. **Packing & Marking:** The packing and preservation of the supplied goods shall be airworthy/seaworthy / road worthy (as the case may be) so that it may provide their safety during transit period. The seller shall guarantee that the packing is strong enough to withstand the safety of the goods during transport. The packing should satisfy the security seal in the clearing warehouse and shall carry the fragile or other markings as required.

Each packing case shall have labels as follows:
Contract No. _____

Consignee: Name of the Division/Unit _____

17. All the communications with respect to the tender shall be addressed to:

**The Director,
ICAR- Central Institute of Post Harvest Engineering & Technology
P.O. PAU, Ludhiana - 141 004. Punjab (India)**

Signature of Tenderer with office seal

**Purchaser: Director,
ICAR-CIPHET, Ludhiana – 141 004**

All damages which may occur as a result of defective packing shall be borne by the seller.

18. **Compliance Statement:** The firms must submit compliance statement -cum-technical bid in the format given in Chapter -IV failing which their offer will be treated as incomplete and is liable to be rejected.

19. **Guarantee/ Warranty:** Comprehensive onsite warranty is required. Warranty Terms period will start from the date of installation of items. In case at installation stores/part of stores are found defective /damaged during or after delivery to consignee, the suppliers will replace or repair the store under warranty at consignee's location in India free of cost or if any case it is required to sent back to the foreign manufacturer. Bank Guarantee equivalent to the cost of equipment is required to be submitted before lifting the store. All expenses in this regard will be borne by the supplier.

20. **Performance Security:** The successful bidder will have to submit a Performance security of equivalent to **10% of the Contract /Order value** before the issue of award letter valid till 60 days beyond the period of expiry of the Warranty/ Guarantee period in shape of crossed Demand Draft/Pay order/Fixed Deposit Receipt/Bank Guarantee from a commercial bank in favour of the ICAR Unit CIPHET, payable at SBI Ludhiana. The performance security will remain valid till expiry of warranty period. This will be released beyond 60 days after completion of warranty period.

21. **Liquidated Damages:** In case the firm does not complete the supply within the laid down agreed delivery period as per contract, liquidated damages will be charged @ 0.5% per week or part thereof subject to a maximum of 10% of the contract value. However, the Institute reserves the right to either further extend or cancel the contract after expiry of delivery date and recover the liquidated damages from the dues of the firm by legal means.

22. **Dispute settlement:** The dispute arising out of this contract shall be subject to the jurisdiction of Indian laws & court at Ludhiana. Sole arbitrator is appointed by the Secretary, ICAR, New Delhi. His decision will be final and binding to both parties (Supplier and Purchaser).

23. **Evaluation of the Proposal** : A two stage procedure will normally be adopted: -

Stage-I:

a) Evaluation of Technical Bids to assess their suitability against the laid down parameters.

b) Tenderers must ensure that they enclose all original technical literature and detailed documentary proofs which specifically bring out the compliance of the equipment being offered against the specifications. If necessary the Tenderers may be directed to give a presentation for evaluation by a technical committee constituted for the purpose.

c) In case it is not possible to verify compliance of equipment as per technical bid due to lack of adequate documents, in original no reference will be made to tenderer and the bid will not be considered further and **treated as cancelled**.

Stage-II

Financial Evaluation

a) The price bids of only those firms found meetings the laid down specifications at stage I shall be opened, evaluated and considered further.

b) It is in the tenderers interest to include all relevant and detailed technical data as supporting documents along with their bid.

24. **Mode of Payment** :

A. FOR INDIGENOUS SUPPLIES: -

Payment on bill basis after supply, satisfactory installation, commissioning and performance of the equipment at Ludhiana/Abohar and after certification by our Scientists concerned.

B. FOR IMPORTS: -

The payment shall be made through irrevocable Letter of Credit (L.C.). 90% net FOB/FCA prices will be paid against invoice, inspection certificate (where applicable), shipping documents etc. and balance within 21 – 30 days of successful installation and commissioning at the consignee's premises and acceptance by the consignee. Entire 100% agency commission will be paid after all other payments have been made to the supplier in terms of the contract. Payment to the Indian agent will strictly be made in Indian rupees after satisfactorily commissioning of equipment.

All bank charges outside India will be borne by the supplier. In case the delivery date of the contract is extended to take care of delay in supply, for which the supplier is responsible, the tenure of the letter of credit so extended, the expense incurred therefore such extension is to be borne by the supplier.

25. **A legal agreement/contract shall be executed with the contractor/firm by the Institute before installation of all/any type of instrument/machine as per the instructions of the Indian Council of Agricultural Research (ICAR).**
26. **Training: THE TENDERERS SHALL PROVIDE TRAINING TO THE USER AS PER THE TERMS & CONDITIONS OF THE CONTRACT AS HAS BEEN SPECIFIED IN TECHNICAL & FINANCIAL BIDS FREE OF COST AT THE TIME OF INSTALLATION/COMMISSION OF EQUIPMENT AT THE CONSIGNEES/ USERS LOCATION. AS SPECIFIED BY THE PURCHASER. ALL EXPENSES IN THIS REGARD WILL BE BORNE BY THE SUPPLIER.**
27. **Insurance:** As applicable in the case of imported goods. For indigenous item it will be responsibility of the supplier to supply the material in good condition on FOR basis without involving the risk of the purchaser.

CHAPTER-III TERMS & CONDITIONS OF TENDER/CONTRACT

1. All annexures, attached with the Tender should be duly filled in and supported with requisite documents for considering any offer as a complete offer.
2. Director, ICAR-CIPHET, Ludhiana, reserves the right to cancel/reject any or all the tenders without assigning any reason.
3. Director, ICAR-CIPHET, Ludhiana, also reserves the right not to purchase any equipment mentioned in the tender.
4. **EARNEST MONEY DEPOSIT:-** Must be deposited in the form of crossed Demand Draft/Pay Order / fixed deposit receipt/ Bank Guarantee in favour of **ICAR Unit CIPHET payable at SBI, Ludhiana** from any Commercial Bank. No other form of deposit will be accepted. Technical bid without supported with earnest money will be rejected.

There will be no exemption for paying earnest money. However, Firms registered with the Central Purchase Organization/NSIC only are exempt from submitting bids without EMD In such case, copy of the certificate showing registration with the above mentioned institutions to be uploaded in Cover - I of the e-tender in PDF format. The Indian Agents of foreign firms registered with DGS&D as explained at Sl. No. 8 below are not eligible for exemption from submission of Bid Security.

- a) No interest shall be payable by the purchaser on the EMD deposited by the tenderer.
 - b) The EMD deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender.
 - c) If the successful tenderer fails to furnish the performance security as required in the contract within the stipulated period, the **Earnest Money** shall be liable to be forfeited by the purchaser.
 - d) **EMD** of the unsuccessful tenders shall be returned after finalization of tender.
 - e) Name of the Tender and Tender reference number has to be furnished behind the EMD DD/Bankers cheque. The scanned copy of Earnest Money Deposit by way of Demand Draft/Bankers Cheque /BG in PDF form should be included in Cover –I of the E-tender. The offers without bid security will be rejected
5. only bids received on CPP Portal will be considered for opening. Bids in any physical form sent through fax/email/courier/post/ delivered personally will not be considered.
 6. Bidder should log into the site well in advance for bid submission so that the bid is uploaded in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
 7. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
 8. Indian Agents to quote on behalf of a Foreign Prime Equipment Manufacturer, have to compulsorily enlist themselves with DGS&D and details of such enlistment with DGS&D, should be furnished along with the bid in pdf form in Cover 1.
 9. Unless otherwise specifically agreed to by the purchaser and the supplier and incorporated in the contract, the applicable rules & regulations for transportation of the goods from foreign countries will be as per the contemporary version of the International Commercial Terms (Incoterms).
 10. The Tenderer shall upload PDF format copy of Sales Tax/VAT Registration, Income Tax PAN in Cover – I of the e-tender.
 11. **The firm must supply the user list and latest client satisfaction certificate of the equipment to the IIT's, IISC ,CSIR and ICAR Institutes, otherwise tender will not be considered.**

12. GUARANTEE / WARRANTY

I. Except otherwise provided in the invitation to tender the contractor hereby declares that the goods/stores/articles/equipment sold/supplies to the purchaser/consignee under this contract shall be of best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars mentioned/contained in the contract. The contractor hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of **Twenty Four** months from the date of receipt of goods/articles/equipment in good condition at site by the consignees in case of supply contract and **Twenty Four** months from the date of installation and satisfactory taking over of the goods/stores/articles/equipment at site by consignee where installation and commission is involved and notwithstanding the fact that the purchase /inspection authority has inspected and/or approved the said goods/stores/articles equipment or such if during the **24 months** the said goods/stores/articles/equipment be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated and the decision of the purchase /consignee in that behalf shall be final and binding on the contractor/seller and the purchaser shall be entitled to call upon the contractor/seller to rectify the goods/stores/articles/equipment or such specified period as may be allowed by the purchaser in his discretion on application made thereof by the contractor/seller, and in such an event, the above period shall apply to the goods/stores/articles/equipment rectified from the date of rectification mentioned in the warranty thereof, otherwise the contractor/seller shall pay the purchaser such compensation as may arise by reason of the breach of warranty therein contained.

II. Guarantee that they will supply the spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without limitation an agreed discount on the catalogue price or an agreed percentage of profit on landed cost.

III. Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the purchaser of the equipment so that the later may undertake the balance of lifetime requirements.

NOTE: -In case of any discrepancy in the period of guarantee/ warranty mentioned anywhere else in this Tender document, the stipulations as mentioned in the chapter III (specification of the equipment/ item to be purchased) would prevail.

“Price:- the price quoted shall be on firm and fixed basis and should be reasonable living no scope for any further negotiation on price.

- **For goods supplied from India :** The price of the goods must be quoted in Indian currency on FOR basis (Including all kind of charges, taxes, installation commissioning charges, etc. if any).
- **For goods supplied from abroad :** The price of the goods must be quoted in foreign currency (origin country) on FOB basis.

The Institute is exempted from payment of Custom Duty as per letter No. TU/V/RG-CDE)799) dated 29-08-2017

13. Penalty for use of undue influence:-

The seller should undertake that he has not given offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage of inducement to any person in service of the Purchaser or otherwise in procuring, the contract or forbearing top do or for having done or for borne to do any act in relation or execution of the contract or any other contracts with the Institute for showing or for bearing to show favour or disfavor to any person in relation to the contract or any other contract in the ICAR-CIPHET. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting his behalf whether with or without the knowledge the seller or the commission of any offers by the seller or any one employed or acting on his behalf, as defined in Chapter-IX of the IPC, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the Prevention of Corruption shell entitle the purchase to cancel the contract and all or any other contract with the Institute seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the purchaser or his nominee to theeffect that a breach of the undertaking had been committed shall be final and binding on the seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller

towards any officer /employee of the purchaser or to any other person in a position to influence any officer /employees of the purchaser for showing any favour in relation to this or any other contract sell render

14. **LAWS GOVERNING THE CONTRACTS** : - The contracts shall be governed by the laws of India for the time being in force. The contract shall be interpreted in accordance with these laws.
15. **Jurisdiction of Court**: - The court of the **Ludhiana** shall have a Jurisdiction to decide any dispute arising out of or in respect of contract.
16. **Force Majeure Clause** : - The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such event may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods. Epidemics, quarantine restrictions, strikes, lockout or any act of war. Notice of the happening of any such event is given by either party to the other within 15 days from the date of occurring thereof. However either party at its discretion can terminate the contract in such cases.
17. **Termination of contracts**:- Time shall be the essence of the contract. The purchaser shall have the right to terminate the contract without any notice in part or in full in any of the following cases:
 - a) The delivery of the material is delayed for causes not attributed to Force Majeure after the scheduled date of delivery.
 - b) The seller is declared bankrupt or becomes insolvent.
 - c) The delivery material is delayed due to causes of Force Majeure by more than reasonable time.
 - d) In case Performance Security is not furnished within the time period specified by the purchaser.
 - e) Supply in the case of successful Tenderer should strictly confirm to the specifications of the equipment being purchased.
 - f) Any change in Address /Telephone/Fax/e-mail of the tenderer should immediately be informed. The state of non-communication by the firm will make the offer liable for rejection.
18. The successful bidder will have to provide the original proforma invoice from the foreign principal (duly signed in ink), in case of imported item/equipment, within 15 days of the date of receipt of purchase order, otherwise the purchase order will automatically stand cancelled without any further communication.
19. **Govt. Regulations**: - It shall also be confirmed that there are no Govt. restrictions or limitation in the country of the supplier or countries from which sub-components are being procured and/or for the export of any part of the system being supplied. Supplies/Contracts shall provide a certificate this effect.
20. **Late /Delayed tenders** shall not be considered at all. These will be returned to the firm as it is at their expenses. Post tender revision/correction shall also not be considered.
21. **Acceptance or rejection of offer**: - The Director, ICAR-CIPHET, Ludhiana reserves the right to accept or reject any tender in part or full without assigning any reason thereof. The successful bidder should submit order acceptance letter within 10 days from the date of issue.
22. **In case of imported equipments, the tenderer will have to submit Tax Residency Certificate and no permanent establishment in India certificate. If there is permanent establishment in India, then bidder will have to pay TDS as per rules.**

Signature of bidder

Asstt. Admn. Officer

ICAR-CIPHET, Ludhiana
**Scheduled of requirement/ specification of the equipment /
goods**

Specification of the equipments

Sr. No.	Name of Equipment	Specifications	Qty.
1.	Laboratory colorimeter	<ol style="list-style-type: none">1. Applicable for color measurements of wide range of samples types such as food (Food grains, fruits and vegetables etc) fabrics, paper, powders, granules and liquids (when measured through a sample cup; may provide 2 sample cup as accessories).2. Tabletop Colorimeter with 50 mm port size (with 40-45 mm viewed area),3. Should have 45/0 optical geometry4. Spectral range of 400 nm - 700 nm, with effective Bandwidth of 10 nm equivalent triangular5. Photometric Range should be 0 to 150 % with Pulsed Xenon Lamp as light Source6. Suitable for measurement color difference data, color plot, spectral data, spectral data difference, spectral plot, spectral difference plot etc7. Should include all commonly used color difference scales and color difference indices Should have capacity of averaging up to 20 sample readings or even more.8. Should Have storage capacity of about 100 standards and measurements of about 1000-1500 samples9. Display: large backlit color LCD Interface with latest USB ports <p>Standard Accessories: Calibrated instrument such as white tile, Black glass, Green diagnostic tile, along with Universal AC adaptor, Computer interface cable, USB flash drive, and User guide</p>	One

Asstt. Administrative Officer

Chapter-V

ICAR-CIPHET, Ludhiana

TECHNICAL BIDS

S. N	Details of Technical Specifications	Whether complied with YES/NO	If yes, please attach Tech literature of the equipment duly printed & clearly specify page No of Bulletin which specifically confirm this	If no, attach deviation statement	Remarks (if any)

NOTE: All the bidders are requested to provide true statement in the columns. Concealing of facts will liable to be rejected the tender completely. No communication will be made in this regard.

All the bidders are requested to submit the copies of all the supporting documents separately if they are participating in more than one equipment.

Signature of Tenderer

Annexure-I

PERFORMANCE STATEMENT FOR LAST 3 YEARS

Must be enclosed of all the quoted equipments, otherwise the tender will not be considered.

S. No.	Name of the items	Name of the office by whom order was placed	Order No. & date (Please enclose copy of supply orders)	Value of supply order	Delivered in time or not	If not please specify the reason	Attach satisfactory working report from each office (Yes/No)

Signature of Tenderer

Annexure-II

CERTIFICATE TO BE SIGNED BY THE TENDERER

CERTIFICATE

It is certified that I have read and understood and will comply all instructions contained in tender enquiry and its schedule. All pages of schedule to tender from page _____ to _____ have been filled properly and signed.

Signature of tenderer: _____

Name in block letters: _____

Name of firm: _____

Full address: _____

- i) Telephone No. _____
- ii) Mobile No. _____
- iii) Fax No. _____
- iv) Email id _____
- v) Website _____

Signature of Tenderer

Annexure-III**Check list for Tenderers**

Before submission of tender documents, Tenderers should check they have complied with the following requirements: -

Sl. No.	Requirements to be checked before submission of the tender	Complied (Please indicate) Yes/after complying with the
1.	Cost of Tender has been enclosed with tender document, if downloaded from website. If not, then supporting documents proving exemption to this enclosed.	
2.	Earnest money Deposit (EMD) has been enclosed.	
3.	Copy of valid enlistment certificate with DGS&D in the case of Indian Agent enclosed only in case the bid is for item falling in the restricted list of the Export & Import Policy of Govt. of India.	
4.	Copy of trade registration certificate from the RBI /Ministry or department concerned in the case of foreign subsidiary firm	
5.	Enclose sales tax registration certificate and PAN No.	
6.	Complete tender documents have been enclosed, after signature & stamping on ALL pages.	
7.	Signatures of witness with full name and address have been added whenever required on tender document.	
8.	Proposal has been submitted in two bid systems – Technical Bid & separate price Bid as per tender enquiry.	
9.	Offer validity as required in tender has been accepted & clearly mentioned in tender document.	
10.	Delivery Terms & Period as per tender have been accepted and mentioned in tender.	
11.	Payment Terms as per tender have been accepted and mentioned in tender.	
12.	Compliance statement as per chapter-IV has been enclosed along with supporting technical documents /proof for each point/parameter clearly showing it is complied with or not.	
13.	Performance statement for 3 years as required in tender, in the laid down format as per annexure-I, has been enclosed. If not, reasons to be specifically given in writing.	
14.	Warranty terms as per tender accepted.	
15.	Annexure-II regarding compliance of all conditions mentioned in the tender form has been enclosed.	
16.	Status of tenderer has been clearly written in tender – manufacturer or manufactures authorized agent. If authorized agent, valid latest agreement authority letter/agreement for	
17.	Free Training on use of equipment after supply, as specified tender, has been accepted in writing.	
18.	Technical and financial bid along with necessary documents have been sealed in separate envelopes and both envelopes again sealed in a big envelopes with prescribed writing on envelopes.	
19.	The tenderer has clearly mentioned in writing that business dealings with their firms have not been banned by any Govt./Private agency.	
20.	If the tenderer wants to mention any specific condition, it must be mentioned on the covering/forwarding letter only which will be placed on the first page of the technical bid. Such	
21.	The tender from principal firm and authorized agent/dealer will not be accepted together.	

Signature of Tenderer

Online Bid Submission Details

The Online bids (complete in all respect) must be uploaded online in Two Covers as explained below:-

<u>COVER - I</u>			
(Following documents to be provided as PDF file)			
S.No.	Documents	Content	File Types
1.		Technical Compliance Sheet with Technical supporting documents as per specifications mentioned in Chapter-IV	
2.	Technical Bid	Copy of Sales Tax/VAT Registration, Income Tax PAN, Registration with DGS&D, in case of Indian Agents quoting for foreign PEM.	.PDF
3.		Copy of Earnest Money Deposit by way of Demand Draft /BG.	.PDF
4.		Copy of certificate for Bid Security exemption, if claiming.	.PDF
5.		Self-declaration in letter head that the bidder is the Original Equipment Manufacturer, Authorized Dealership license issued from the Original Equipment Manufacturer, in case of dealers, Users list.	.PDF
6.		Details of technical support and servicing facility available locally and nationally.	.PDF
<u>COVER - II</u>			
S.No.	Types	Content	
1.	Financial Bid	Price bid (BOQ) to be filled in Excel format as per instructions given in price bid	.xls

All the documents and BOQ has to be digitally signed by the bidder.

Asstt. Administrative Officer