Government of India

Ministry of Consumer Affairs, Food and Public Distribution

Department of Food and Public Distribution

Krishi Bhawan, New Delhi-110001

MTF FOR e-TENDER FOR SUPPLY OF LABORATORY EQUIPMENTS/ITEMS

PART – A

TECHNICAL - BID

CRITICAL DATE (S) SHEET:

Tender Publish Date/time	**30.12.2016/17.00 Hrs.**
Document Download Start Date/time	**30.12.2016/17.30 Hrs.**
Bid Submission End Date/time	**30.01.2017 /15.30 Hrs.**
Bid Opening Date/time	**31.01.2017 /14.00 Hrs.**

PLACE OF OPENING OF TENDERS: Department of Food and Public Distribution
Krishi Bhawan, New Delhi

ADDRESS FOR COMMUNICATION: The Deputy Commissioner (S&R)
Government of India
Department of Food and Public Distribution
Krishi Bhawan, New Delhi-110001

Government of India

Ministry of Consumer Affairs, Food and Public Distribution

Department of Food and Public Distribution

Krishi Bhawan, New Delhi-110001

TENDER No. 29-11/2013-S&I (Vol - III) Pt. I **DATED: 30.12.2016**

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Krishi Bhawan, New Delhi-110001

TENDER No. 29-11/2013-S&I (Vol - III) Pt. I **DATED: 30.12.2016**

DETAILED N.I.T.

1. Government of India, Ministry of Consumer Affairs, Food and Public Distribution, Department of Food and Public Distribution, Krishi Bhawan, New Delhi-110001 invites online offers under TWO BID SYSTEM for supply of Laboratory Equipments for Indian Grain Storage Management and Research Institute (IGMRI), Hapur from Manufacturers and Authorized Suppliers who fulfil the minimum eligibility criteria prescribed in the Tender Document. List of Laboratory equipment is at **Annex-'A'**.
2. Parties offering Laboratory Equipments would be required to meet all mandatory/statutory requirements as prescribed by GOI as amended from time to time for import and use of such equipments in India.
3. Bid Security (Earnest Money) is to be submitted in the form of A/c payee Demand Draft/ Pay Order/ Banker's cheque in favour of DDO, Department of Food and Public Distribution, Krishi Bhawan, New Delhi. Offers/ bids without Earnest Money Deposits would not be considered and rejected.
4. The Bidders who are registered with the Central Purchase Organization (CPO) or National Small Industries Corporation (NSIC) are exempted from EMD. They have to submit the documentary proof along with the bid.
5. The validity of the bid security should be up to three months from the date of opening of the Price (financial) bids.
6. Rate(s) should be quoted in Indian Rupees in the bid and should be valid upto one year from the date of issue of acceptance letter.
7. **Equipments/ Items are to be supplied to Indian Grain Storage Management and Research Institute (IGMRI), Hapur-245101; therefore, rates quoted should include cost of the equipment inclusive of Five years warranty period and successful installation at IGMRI, Hapur**.
8. **Warranty of the equipment for five years should be clearly mentioned in the Price bid and it should be reckoned from the date of receipt/ installation of the equipment at IGMRI, Hapur**.
9. Copy of VAT/PAN/Sales Tax Certificate and Duly filled Mandate Form to be attached.

10. If the bidder has supplied the quoted equipments/ items to any other Institutions/ organizations, then submit the names & addresses of the Institutions/ organizations.

11. The bidder should enclose a declaration that the firms and / or their sister concerns/ any other branches/ ancillaries have not been barred/ blacklisted for any reason for any period of time by any Governmental/Semi- Governmental /Autonomous/ Private organization/ Institution.

12. The offer shall remain open for acceptance till 30.01.2017 /14.00 Hrs.

13. The offer should be for supply and installation of Laboratory Equipments at Indian Grain Storage Management and Research Institute,(IGMRI) Hapur-245101.

14. Rates should be quoted Item-Wise as per **Annex 'E' (Price Bid**) inclusive of all taxes, freight and installation charges etc.

15. Department of Food and Public Distribution is using services of Central Public Procurement Portal for e-Procurement at https://eprocure.gov.in/eprocure/app for purchase of Laboratory Equipments.

16. Tender documents can be downloaded from e-Procurement website https://eprocure.gov.in/eprocure/app or from the Department of Food and Public Distribution's website : **www.fcamin.nic.in**

17. Tender must be electronically submitted (on-line at https://eprocure.gov.in/eprocure/app through internet) within the prescribed date and time as mentioned in the e-Procurement portal. Hard copy of the Tender documents will not be accepted.

18. The TECHNICAL BIDS will be opened online at prescribed time and date as mentioned in the critical date sheet.

19. The Tenderers may contact at 011 23389625 on any working day between 9:00 AM to 5: 30 PM or 24X7 on toll free number 180030702232with regard to technical issues relating to functioning of e-procurement platform.

20. Technical literature should be attached and same should be supported by website. Demonstration may be required in case of requirement by technical evaluation committee.

21. Each tender must be accompanied by Earnest Money in the form of A/c payee Demand Draft/ Pay Order/ Banker's cheque in **favour of DDO, Department of Food and Public Distribution, Krishi Bhawan, New Delhi.** A proof of EMD shall be uploaded along with the Technical Bid.

22. Tenders not accompanied by prescribed Earnest Money will not be accepted unless otherwise specifically exempted as per the policy of Government of India issued from time to time.

23. Incomplete offer/offers not conforming strictly to the Tender terms & conditions/instructions, such cases shall not be considered and shall stand summarily rejected. The Tender will be automatically closed after the date and time as mentioned in the e-Procurement platform.

24. Department of Food and Public Distribution reserve the right to give preference to any party registered as Small Scale Industries (SSI) unit with National Small Industries Corporation (NSIC) and holding a valid SSI certificate for the Tendered product as per the policy of Govt. of India issued from time to time.

25. Tenderer is advised to follow the instructions provided in the 'Instructions to the /Tenderers for the e-submission of the Bids online through the Central Public Procurement Portal for e Procurement at https://eprocure.gov.in/eprocure/app.

26. If the date fixed for opening of the Tender is declared as holiday, the Tender will be opened on the next working day at the same time and venue.

27. The Department of Food and Public Distribution reserves the right to accept or reject any or all Tenders without assigning any reason/notice whatsoever.

28. The offers submitted would be governed by all the terms & conditions as laid down in the prescribed Tender form and terms & conditions indicated herein.

29. Department of Food and Public Distribution reserves the right to scrap this Tender enquiry at any stage without assigning any reason and Department of Food and Public Distribution will not be liable for any costs incurred by the intending Tenderers**.**

30. Neither Department of Food and Public Distribution nor NIC shall be responsible for non-accessibility of e-Procurement portal due to technical glitches or internet connectivity issues at Tenderers end.

31. Department of Food and Public Distribution will not enter into any negotiations with any Tenderer, except otherwise prescribed.

32. In case of any clear indication of cartelization or express or implied anti-competitive agreements amongst the Tenderers at the time of finalization of Tender or thereafter, which at any time i.e. before or after award of the Contract comes to the notice of the Department of Food and Public Distribution, the Tendering Authority may reject the relevant Tenders, forfeit their EMD/Security Deposit, recover the losses as assessed by the authority arising out of such anti-competitive practices of the Tenderer(s) and also recommend the case to the Ministry of Finance/ Registrar of Companies/ NSIC/ Competition Commission of India or any other Department having appropriate jurisdiction or Authority, for initiating necessary action including, but not restricted to, cancellation of license.

33. Department may, at its discretion, seek from any or all Tenderers clarification(s) in respect of any particulars furnished in their offer. The request for such clarifications and the response will be in writing.

34. Department at its sole discretion may ignore minor omission in the Technical Bid such as omitting to give number on a page etc. in the interest of increasing the competition.

35. Department at its sole discretion may require any Bidders to rectify any discrepancies noticed in the Technical Bids submitted by them such as missing signature on the page, serial numbers, missing seal, Attestation etc. It is further clarified that no new document shall be accepted.

Deputy Commissioner (S&R)
Department of Food and Public Distribution

OFFER LETTER FROM THE TENDERER

FROM:

FULL NAME AND ADDRESS OF THE TENDERER

_____

_____

_____

To,

The Deputy Commissioner (S&R)

Department of Food and Public Distribution

Krishi Bhawan, New Delhi-110001

E-mail-ddsr.fpd@nic.in

Tele FAX: 011-23389625

SUB: e-TENDER NOTICE/TENDER No. 29-11/2013-S&I (Vol - III) Pt. I DATED: 30.12.2016 FOR PURCHASE OF LABORATORY EQUIPMENTS.

Dear Sir,

I/We hereby offer to supply the Equipments for IGMRI, Hapur Laboratory as per list enclosed with the tender from (Annex "A") in accordance with the Tender Terms & Conditions or such portion thereof as has been specified in the acceptance of Tender at the rate given in the price Bid and agree to hold this offer open as per Tender terms. I/We shall be bound by a communication of acceptance of the offer dispatched within the prescribed time.

I/We have understood all the Tender Terms and Conditions regulating the said purchase and the same are acceptable to us. I/We have thoroughly examined the specifications indicated in the Terms & Conditions of the Tender and am/are fully aware of the nature of the equipments and my/our offer is to supply equipments in accordance with the requirements of the buyers as per the Tender terms & Conditions.

Yours Faithfully

(NAME OF THE PERSON SIGNING/SUBMITTING THE TENDER)

ALONGWITH WITH CAPACITY

Address: _____

_____

_____

Dated: _____

DEPARTMENT OF FOOD AND PUBLIC DISTRIBUTION

KRISHI BHAWAN, NEW DELHI

TENDER No. 29-11/2013-S&I (Vol - III) Pt. I **DATED: 30.12.2016**

INVITATION TO ON LINE TENDER

From:-

Deputy Commissioner (S&R)

Department of Food and Public Distribution

Krishi Bhawan

New Delhi-110001 Tele/ Fax 011-23389625 E-mail- ddsr.fpd@nic.in

Dear Sir (s),

On behalf of the Department of Food and Public Distribution (hereinafter referred to as Department), Tenders are invited for supply of Equipments for Indian Grain Storage Management and Research Institute (IGMRI), Hapur laboratory as detailed in the Tender Terms & Conditions. Tenderers who fulfil the criteria/requirements may submit their offer in the prescribed mode of Tender Submission.

1. AVAILABILITY OF TENDER DOCUMENTS:

Tender documents may be downloaded in electronic form from e-Procurement website of Central Public Procurement Portal: https://eprocure.gov.in/eprocure/app. The detailed Tender document can also be viewed at official website of Department i.e. www.fcamin.nic.in.

2. INFORMATION TO TENDERERS / INSTRUCTIONS FOR E-BID SUBMISSION

2.1 The Tenderers can contact help desk through toll free number 180030702232 with regard to technical issues relating to functioning of e-Procurement platform. Department may at any time prior to the opening of the Tender and for any reason, whether at its own initiative or in response to any on-line query sought by a Tenderer modify the Tender document by way of an addendum/corrigendum to the original Tender and such modification will be binding on all Tenderers. The addendum/corrigendum would be uploaded on https://eprocure.gov.in/eprocure/app and www.fcamin.nic.in. In order to afford the prospective Tenderer to take into account the modification or for any other reasons, this Department may, at its discretion extend the due date for submitting the Tender.

2.2 **TWO BID SYSTEM**

The offer should be submitted online under two Bid System

(I) **A- Technical Bid** (II) **B- Price Bid**

A-Technical Bid

(i) Scanned copy of EMD as per quoted items or NSIC certificate, if exemption is claimed as a SSI unit. The hard copy of the payment instrument should be reached on or before bid submission closing date and time**.**

(ii) Scanned copy of Documentary proof to establish sole proprietorship or scanned copy of Registered Partnership deed (in case of Partnership) / Authorization letter/ Power of attorney, etc. as the case may be in terms of clause no. 3(b) of Invitation to Online Tender.

(iii) Scanned copy of the Memorandum of Association, Articles of Association along with certificate of Incorporation.

(iv) Profit & Loss Account and Balance Sheet for previous 3 years showing average annualized turn over at least of Rs. 1.00 Crores for the last three financial years.

(v) Scanned copy of Valid Manufacturing License to manufacture the product offered, if applicable or the valid Authorization letter from original equipment manufacturer for Sale & Supply of equipments in case of Authorized Supplier/ Dealer.

(vi) Scanned copy of Income Tax PAN, Sales Tax/ VAT Registration Certificate, latest Sale Tax clearance certificate from the concerned Authority, wherever applicable.

(vii) Scanned copy of Excise Registration Certificate with details like Range, Division and Collectorate along with latest Clearance Certificate of Excise Department, wherever applicable.

(viii) Scanned copy of Certificate from the Bank indicating details of bank credit limit enjoyed and solvency certificate of their Company/firm and scanned copy If unit is owned by Schedule Caste/Schedule Tribes entrepreneur.

(ix) Scanned copy of declaration from the Company Secretary/ CEO/ CFO that the prime bidder and/or any of member of consortium/ JV partner has not been black listed as on date of submission of tender by Govt. of India/ PSUs/State Govts./ International agencies e.g. UN/ WB/ IMF/ ADB etc.

(x) Scanned copy of compliance sheet of Technical Specifications of the Laboratory Equipment offered along with relevant Technical Boucher/ Literature and

(xi) Duly filled scanned copy of relevant Annexes.

B-Price Bid

(i) Price Bid in .xls format (BoQ_XXXX.xls)

2.3 **Instructions for Online Bid Submission**

Instructions to the Contractors/Tenderers for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement https://eprocure.gov.in/eprocure/app

2.3.1 Possession of valid Digital Signature Certificate (DSC) and registration of the contractors/Tenderers on the e-procurement/ e-tender portal is a prerequisite for e-tendering. The details are available at https://eprocure.gov.in/eprocure/app

2.3.2 Tenderer should do the registration in the e-Procurement site using the "Click here to Enrol" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the Tenderers should provide the correct/ true information including valid email_id. All the correspondence shall be made directly with the contractors/Tenderers through email_id provided.

2.3.3 Tenderer need to login to the site through their user ID/ password chosen during registration.

2.3.4 Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token/Smart Card, should be registered.

2.3.5 The DSC that is registered only should be used by the Tenderer and should ensure safety of the same.

2.3.6 Tenderer may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.

2.3.7 After downloading / getting the tender document/schedules, the Tenderer should go through them carefully and then submit the documents as stipulated, otherwise bid will be rejected.

2.3.8 Tenderer should take into account any corrigendum/addendum published from time to time and such modifications will be binding on the Tenderer not withstanding whether the Tenderer has uploaded his bid document or not.

2.3.9 Tenderer then logs into the site through the secured login by giving the user id/password chosen during registration and then by giving the password of the eToken/Smart Card to access DSC.

2.3.10 Tenderer selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.

2.3.11 From my tender folder, he selects the tender to view all the details indicated.

2.3.12 It is construed that the Tenderer has read, understood and accepted all the terms and conditions before submitting their offer. Tenderer should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

2.3.13 Tenderer, 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/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Tenderers Bid documents may be scanned with minimum 100 dpi with black and white option. However, if the file size is less than 1 MB, the transaction uploading time will be very fast.

2.3.14 The Tenderers can upload well in advance, the documents such as certificates, annual report details etc., under My Space/Other Important Documents option and these can

be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

2.3.15 Rates quoted should be in Indian Rupee only. Tenderer should submit the EMD as specified in the tender.

2.3.16 While submitting the bids online, the Tenderer must read the terms & conditions and after accepting the same should proceed further to submit the bid packets.

2.3.17 The Tenderers shall deposit Earnest Money in the form of Demand Draft in favour of Drawing & Disbursing Officer (DDO) of Department of Food and Public Distribution and the scanned copy / soft copy of the Demand Draft shall be uploaded along with the Technical Bid.

2.3.18 The Tenderer shall upload the required digitally signed bid documents one by one as indicated. Tenderers to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read and accepted all sections and pages of the Bid Document including General conditions of Contract without any exception and have understood the entire Document and are clear about the requirements of the Tender.

2.3.19 The Tenderer shall upload the stipulated documents as indicated in the MTF, failing which the Bid will be rejected.

2.3.20 If the Price Bid Format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/ BoQ template shall not be modified/ replaced by the Tenderer; else the bid submitted is liable to be rejected for this tender.

2.3.21 The Tenderers are requested to submit the Bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the Bid submission closing date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of Bids online by the Tenderers at the eleventh hour.

2.3.22 After the Bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the Tenderer and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

2.3.23 The time settings fixed in the server & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The Tenderers should follow this time during/for bid submission.

2.3.24 All the Data being entered by the Tenderers would be encrypted using PKI encryption techniques to ensure the secrecy of the Data. The Data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

2.3.25 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 opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

2.3.26 The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

2.3.27 The Tenderer should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

2.3.28 For any queries regarding e-tendering process, the Tenderers are requested to communicate before opening of the Tender using the contact details as provided in the tender document. For any further queries related to technical issues, the Tenderers are asked to contact over phone: 180030702232 or send a mail over to – cppp-nic@nic.in. Non receipt of response/clarification shall not be a ground for extension of time of bid submission or cancelling the bid process.

IMPORTANT NOTE:

a. Tender documents may be downloaded from Central Public Procurement Portal https://eprocure.gov.in/eprocure/app. Aspiring Bidders/Suppliers who have not enrolled/ registered in e-procurement should enrol/register before participating through the website https://eprocure.gov.in/eprocure/app. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission'.

b. Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website https://eprocure.gov.in/eprocure/app.

c. Tenders and supporting documents should be uploaded through e-procurement portal. Hard copy of the tender documents will not be accepted.

3. SIGNING/SUBMISSION OF TENDER

(a) Person or persons signing /submitting the Tender shall state in what **capacity** he is or they are signing/submitting the Tender, e.g. as sole proprietor of a Firm or as a Secretary/ Manager/Director etc. of a Limited Company.

(b) In the case of Registered Partnership Firms, the names of all the Partners should be disclosed and the Tender shall be signed by all partners or their duly Constituted Attorney, having authority to bind all the partners in all matters pertaining to the contract. The **scanned copy** of the Registered Partnership Deed along with duly executed Power of Attorney on a non-judicial stamp paper of appropriate value attested by a Notary should be uploaded.

(c) In case of a limited Company, the names and addresses of all the Directors, Bankers, Auditors shall be mentioned and it shall be certified that the person signing the Tender is empowered to do so on behalf of the company. **Scanned copies** of the Memorandum and Articles of Association of the Company, Certificate of Incorporation, Profit & Loss Account and Balance Sheet for previous 03 years, Resolution of BOD authorizing the signatory to sign the Tender shall be uploaded.

(d) The persons competent to sign/submit the Tender Form or any document forming part of the Tender on behalf of another shall be responsible to produce a proper Power of Attorney on the non–judicial stamp paper of appropriate value duly executed and attested by a notary in his favour, stating that he has Authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If the person so

signing the Tender fails to produce the said Power of Attorney his Tender shall be liable to summary rejection without prejudice to any other right of the Department under the Contract and Law. The “Power of Attorney” should be signed by all the Partners in the case of Registered Partnership Concern, by the Proprietor in the case of the Proprietary Concern, and by the persons who by their signature (Resolution of BOD) can bind the company in the cases of a Limited Concern.

4. **EARNEST MONEY**

Each Tender must be accompanied by an Earnest Money of Rs. 25000/- (Rupees Twenty five Thousand only) for the equipment / items in Annex -‘A’ The Tenderers shall deposit Earnest Money in the form of Demand Draft in favour of DDO, Department of Food and Public Distribution, Krishi Bhawan, New Delhi with the submission of the Bid. The tenderer shall upload the scanned copy of DD of **Earnest Money along with the Technical Bid and submit the original hard copy of the EMD before the last date and time of submission of the tender.**

The bids of the bidders will not be opened who fail to submit the EMD Draft in hard copy before the last date and time of submission of the tender.

(a) The Tenders not accompanied by the prescribed EMD, and not in the prescribed form shall be rejected summarily unless otherwise specifically exempted as per the policy of Government of India issued from time to time. **Earnest Money Deposit** (EMD) of **Rs. 25,000/- (Rupees twenty five thousand only)** in the form of Bank Draft only from Nationalized/Scheduled Banks in a sealed envelope shall be submitted by the bidder to the Deputy Commissioner **before the last date and time of submission of the tender.**

The response of the bidders who fail to submit EMD as per the timelines stipulated above shall be treated as non-responsive and such bids shall be rejected outright.

(b) The Earnest Money will be returned to all unsuccessful Tenderers within a period of 15 days from the date of disqualification in the case of all Tenderers whose Technical Bids are disqualified, and within a period of 30 days from the date of issue of the Acceptance Letter in the case of all other Tenderers and to a successful Tenderer, after he has furnished the **Security Deposit equal to 10%** of the total offered cost of the offered equipment, bid security may be refunded to the successful bidder on receipt of performance Security (Rule 158). No interest shall be payable on Earnest Money and Security Deposit, in any case.

(c) EMD shall be liable for forfeiture if the Tenderer resale from his offer or modifies his offer and/or the Terms and Conditions thereof in any manner, after the last date and time fixed for submitting the Tender, it being understood that the Tender documents have been made available to him and he is being permitted to Tender in consideration of his agreement to this stipulation. The Tenderer is free to modify his offer before the last date and time fixed for submitting the Tender but if he does not re-submit his offer before the said date and time thereby completely withdrawing the offer, his EMD is liable to be forfeited.

(d) The Earnest Money is also liable to be forfeited in the event of the Tenderer’s failure after the acceptance of his Tender to furnish the requisite Security Deposit by the due

date including extension period if any, as per terms of the Tender, without prejudice to any other rights or remedy available to the corporation under the contract and law.

5. If any of the attached/uploaded documents are found to be forged/fabricated at any stage, before or after the award of the contract and/or expiry of the contract the Security Deposit /Earnest Money Deposit of the Contractor will be forfeited without prejudice to any other rights and remedies of the Department under the Contract and Law.

6. Tenderers must quote their Income Tax Permanent Account Number (PAN).

7. **SUBMISSION OF TENDERS**

Tenderer shall submit the Tender electronically before the notified last date and time of Tender submission. Department may extend the deadline for submission of Tenders by issuing appropriate notification in which case all rights and obligations of Department and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

8. **FOREIGN TENDERER:**

A tenderer of foreign origin would be eligible to participate in the Tender Enquiry only if he has Permanent Office(s) and service facilities established in India either directly or through their authorized sales/service agents in addition to fulfilling all other conditions of eligibility and experience prescribed in the tender. A foreign tenderer may also participate through its Indian counterpart, in the name and style of the counterpart provided such counterpart fulfils all other conditions of eligibility and experience prescribed in the tender.

9. **LATE TENDERS**

In online e-procurement system, Tenderer will not be able to submit the Tender after the notified last date and time of Tender submission.

10. **MODIFICATION AND WITHDRAWAL OF TENDERS**

a) Tenderer may all the time can modify and correct or upload any relevant document in the portal till the last date and time of Tender submission, as published in the e-procurement portal.

b) Once bids are submitted Tenderers are not allowed to withdraw the same. In case of withdrawal, EMD shall be forfeited.

11. **PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN**

(a) The offers will remain open for acceptance till the date as mentioned in the Tender. However, the Department reserves the right to extend this period of offer by 30 days at its sole discretion and this extension will be binding on the Tenderer. If the date upto which the offer is to remain open for acceptance being holiday or being declared to be a closed holiday, the Tender shall be deemed to remain open for acceptance till the next working day.

(b) The Tenderer not keeping offers open for the prescribed period are liable to be summarily rejected and their EMD will be forfeited. Offers qualified by such vague and indefinite expressions such as “subject to immediate acceptance” “subject to prior sale”

etc. WILL NOT be considered. Conditional Tenders would be summarily rejected and EMD would be forfeited in case of any conditional Tender.

12. MINIMUM ELIGIBILITY CRITERIA

The Tenderers who fulfil the MINIMUM ELIGIBILITY CRITERIA stipulated below only are eligible to apply:

(a) Manufacturer(s) of Laboratory Equipments having own Manufacturing Unit with ISO: 9001 certification and existing valid manufacturing License and Sales Tax/VAT Number in its own name at present.

(b) Authorised Dealer/Suppliers of the Laboratory Equipments provided they have to provide the details of original Principal Manufacturer with regards to the Minimum Eligibility Criteria in 12 (a) along with valid authorization/appointment as Dealer/ Supplier by the Principal Manufacturing Company and the details of the Sales Tax /VAT Number in its name.

(c) Bidder shall have average annualized turnover of at least **Rs.1.00 Crores** for the last three financial years ending 31st December or 31st March (whichever applicable). Bidder shall submit audited balance sheet in support of this. For turn over purpose the turnover of the parent company (registered in India or Abroad) of the fully owned subsidiary shall also be considered. Copy of the audited profit and loss account of the company (not of group) showing turnover of the company for last three financial years be submitted.

(d) Valid Agreement in case of Consortium/JV partner. Prime Bidder or any of members of consortium/JV shall not be blacklisted as on date of submission of tender by Government of India/PSUs/State Governments/International Agencies e.g. UN/WB/IMF/ADB etc. The bidder shall submit a self-declaration to this effect from the Company Secretary/CEO/CFO. No declaration from others shall be acceptable and non compliance shall be treated as a non-responsive response.

Copies of Certificates and Documentary Proof in support of the above Minimum Eligibility Criteria should be uploaded by the Tenderer along with the Tender failing which the Tender is liable to be rejected.

13. DISQUALIFICATIONS

Tenderers who fall under any of the categories stipulated below are ineligible to apply:

(I) Tenderer/it's any other branches/ancillaries or their sister concerns who have been blacklisted or otherwise debarred for any reason for any period of time by this Department or any Department of Central or State Government or any other Public Sector Undertaking will summarily rejected will be ineligible and disqualified . In case of suppression of the facts have been observed at a later stage, the bidder will be penalized.

(II) Any Tenderer whose contract with the Department, or any Department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period at any point of time during last five years, will be ineligible.

(III) Tenderer who's Earnest Money Deposit and/or Security Deposit has been forfeited by this Department, Food Corporation of India, Central Warehousing Corporation or any Department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.

(IV) If the Proprietor/any of the Partners of the Tenderer firm/any of the Director of the Tenderer company has been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.

(V) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a company etc.) will render the Tenderer disqualified.

The onus of ensuring the eligibility condition would be on the Tenderer and any party found subsequently ineligible would be summarily rejected and the EMD and SD in such case is liable to be forfeited.

14. In case of any clear indication of cartelization or express or implied anti-competitive agreements between the tenderers at the time of finalization of Tender or thereafter, which at any time i.e. before or after award of the contract comes to the notice of the Department, the Tendering Authority may reject the relevant Tenders, forfeit their EMD/Security Deposit, recover the losses as assessed by the authority arising out of such anti-competitive practices of the Tendered(s) and also recommend the case to the Ministry of Finance/ Registrar of Companies/ NSIC/ Competition Commission of India or any other department having appropriate jurisdiction or Authority, for initiating necessary action including, but not restricted to, cancellation of license. Department reserves the right to initiate appropriate legal action against the Tenderers if the indication of cartelization comes to notice even after award of contract/expiry of contract.

15. **TECHNICAL BID- OPENING AND EVALUATION**

(a) OPENING OF TENDERS

Department will open the Technical Bid of all Tenderers received through e-procurement portal on the specified date and time. The Tenderers can view other Tenderers in the e-Procurement platform after opening of the Tender. However, they are at liberty to be present personally or through authorized representative in the Department at Krishi Bhawan at the time of opening of the Tender along with the bid acknowledgement receipt generated by the system after successfully bid submission. In the event of the specified date of Tender opening being declared a holiday for the Department, the Tenders will be opened on the next working day but there will be no change in the time for opening as indicated in the Tender.

(b) PRELIMINARY EXAMINATION

Prior to the detailed evaluation of Tenders, it will be determined whether each Tender;

(a) has been digitally signed;

(b) paid requisite amount of EMD.

In case of non-fulfilment of the above conditions (a) & (b) by the tenderer, his tender shall not be considered for opening of the Technical Bid and the same shall stand rejected.

(c) SUPPORTING DOCUMENTS

(a) The eligible tenderers would be required to show the supporting documents, in original or self-attested by authorised signatory, on the date to be notified to enable the Department to physically verify the authenticity of the documents scanned and uploaded in the e-Procurement portal, which is pre-qualification for technical evaluation.

(b) A list of Tenderers who qualify the Technical Bid will be available to qualified Tenderers in the e- procurement portal.

(c) Any bribe, commission, or advantage offered or promised by or on behalf of the Tenderer to any officer or official of the Department shall (in addition to any criminal liability which the Tenderer may incur) debar his tender from being considered. Canvassing on the part of, or on behalf of, the Tenderer will also make his tender liable to rejection.

(d) Tenderers shall not indulge in any anti-competitive practices/agreements implied or express while participating in the Tender.

(e) If the information given by the Tenderer in the Tender Document is found to be false/incorrect at any stage, Department shall have the right to disqualify/summarily terminate the contract, without prejudice to any other rights that the Department may have under the Contract and law.

(f) Any bribe, commission, or advantage offered or promised by or on behalf of the tenderer, or any one of the their partners/Directors/Agents or officials, or any person on his or her behalf to any officer, officials, representative or agent of the Department, or any person on his or their behalf, for showing any favour or forbearing to show any disfavour to any person in relation to the Contract, shall make the tenderer liable for termination of this Contract or any other Contract with the Department and the tenderer shall be liable to reimburse the Department of any loss or damage resulting from such cancellation. In addition, the tenderer shall be liable to be blacklisted for a period of 5 years in all such cases, at the discretion of Department. Canvassing on the part of, or on behalf of, the Tenderer will also make his tender liable to rejection.

16. OPENING OF PRICE BID

After the technical evaluation is completed, the Department will open the Price Bid of only technically qualified tenderer on the date and time as fixed in the Tender or on subsequent date & time which will be intimated to the Tenderers. The Notification may be sent by registered letter or fax or e-mail.

Department will open the Price Bid of all technically qualified Tenderers received through e-procurement portal on the specified date and time. The Tenderers can view the Price Bids of other Tenderers in the e-Procurement portal after opening of Price Bids. However, they are at liberty to be present personally or through authorized representative at Department at the time of opening of the Tender along

with the bid acknowledgement receipt generated by the system after successfully bid submission.

17. AWARD OF CONTRACT

The Contract will be awarded to the successful Tenderer item-wise by issue of Acceptance letter by post/fax/e-mail which shall be binding on the Tenderer.

18. The Department reserves the right to accept or reject the whole or any part of the Tender or portion of the quantity offered without assigning any reason whatsoever and does not bind itself to accept the lowest Tender or any Tender.

19. Period of Contract- This contract shall be valid for a period of one year from the date of issue of acceptance letter.

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DEPARTMENT OF FOOD AND PUBLIC DISTRIBUTION

KRISHI BHAWAN, NEW DELHI

TENDER No. 29-11/2013-S&I (Vol - III) Pt. I **DATED: 30.12.2016**

TENDER TERMS & CONDITIONS REGULATING PURCHASE OF LABORATORY EQUIPMENTS

I. DEFINITIONS AND INTERPRETATION

(1) **In the Contract and the General & Special conditions governing it, unless the context otherwise requires: -**

(a) "Department" means the Department of Food and Public Distribution, Ministry of Consumer Affairs, Food and Public Distribution, Government of India, Krishi Bhawan, New Delhi and will include its Joint Secretary (SRA)/Deputy Commissioner (S&R) and its successor and assignees, or its duly authorized officers.

(b) "**Acceptance of Tender**" means electronically or through the letter of memorandum communicating to the Tenderers, the acceptance of his Tender.

(c) "**Consignee**" means where the Laboratory Equipments are required by the acceptance of Tender to be despatched by rail, road, air or steamer, the person specified in the acceptance of Tender to whom such Laboratory Equipments are to be delivered at the destination, where the Laboratory Equipments are required by the acceptance of Tender to be delivered to a person as an interim consignee for the purpose of despatch to another person, such other person; and in any other case, the person to whom the Laboratory Equipments are required by the acceptance of the Tender to be delivered in the manner therein specified.

(d) "**Contract**" means the invitation to Tender, instructions to Tenders, Tender, Acceptance of Tender, Annexes, Appendices to the Tender Document, the General and Special conditions specified in the Acceptance of Tender and includes indents/repeat orders placed on the contractor by Department during the validity of the contract period.

(e) **"Contractor**" means firm, company or the persons with whom the contract is made and includes his heirs, executers, administrators or successors and permitted assignees, as the case may be.

(f) "**Inspecting Officer**" means the person specified in the assigned Contract for the purpose of inspection of the Laboratory Equipments or work under the contract and includes his authorized representatives.

(g) **"Material**" means anything used in the manufacture of fabrication of the Laboratory Equipments;

(h) "**Particulars**" includes :

(i) Specifications;

(ii) Any other details governing the construction, manufacturer of supply or Laboratory Equipments as may be prescribed by the contract.

(i) "**Purchase Officer**" means the Officer signing the acceptance of Tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.

(j) "**Purchaser**" means the purchaser named in the Terms & Conditions of the Tender and includes his successors or assignees.

(k) "**Signed"** means duly signed by the authorized person/representative of Department or the contractor as the case may be.

(l) "**Stores**" means the goods specified in the Terms & Conditions of the Tender which the Contractor has agreed to supply under the contract.

(m) "**Supply Orde**r" means order for supply of Laboratory Equipments and includes an order for performance of service.

(n) **"Unit**" and "**Quantity**" means the unit and quantity specified in the Terms & Conditions of the Tender.

(o) "**Writing**" includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal as the case may be.

(p) **Indian Manufacturer:** Manufacturer should have their own plant & registered license to manufacture the product in India as per the Indian Law. He should fulfill all the criteria of Business in India including Excise Duty, Sales Tax & other taxes applicable in India.

(q) **Authorised Dealer/ Supplier:** He should be basically a 'trader' and not the 'manufacturer' of the goods. He must have a written Authority to trade in good/goods of the manufacturer. He has to submit an undertaking from the Principal Manufacturer that he guarantees that the material will be made available to the dealer.

(2) The delivery of Laboratory Equipments shall be deemed to take place on delivery of the Laboratory Equipments in accordance with the terms of the contract after approval by the Inspecting Officer, to

(a) The consignee at his premises or

(b) Where so provided the interim consignee at his premises.

(3) Words in the singular include the plural and vice versa.

(4) Words importing the masculine gender shall be taken to include the feminine gender and word importing persons shall include any company or association or body of individuals, whether incorporated or not.

(5) The heading of these conditions shall not affect the interpretation or construction thereof.

(6) Terms and expressions not defined herein shall have the meaning assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract Act, 1872, or the General Clauses Act, 1897 as the case may be.

II (1) **PARTIES** The parties to the contract are the Contractor and the Department having its office at Krishi Bhawan, New Delhi.

(2) **ADDRESS OF THE CONTRACTOR AND COMMUNICATIONS ON BEHALF OF THE PURCHASER**:

(a) For all purposes of the contract, hereunder, the address of the contractor mentioned in the Tender shall be the address to which all communications addressed to the contractor shall be sent, unless the contractor has notified a change by a separate letter containing no other communication and sent by Registered Post Acknowledgement-Due to the Deputy Commissioner (S&R), Government of India, Department of Food and Public Distribution, Room No. 186, Krishi Bhawan New Delhi -110001.

(b) Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the contractor by a Purchase Officer and all such communication and notices may be served on the contractor either by Registered Post or Under Certificate of Posting or by ordinary post or by hand delivery under due acknowledgement or by e-mail at the option of such officer.

III. **DESCRIPTION OF LABORATORY EQUIPMENTS**

Laboratory equipments/items conforming to specifications as per Annex -'A'.

IV. **QUANTITY**

Supply Orders will be placed by the Deputy Commissioner (S&R), Government of India, Department of Food and Public Distribution, indicating the details of billing address as well as delivery particulars for each item. The quantity shall be as per the Annex -'A'. However, Department reserves the right to increase the quantity and locations within the period of contract with mutual consent.

V. **AUTHORITY OF DEPUTY COMMISSIONER (S&R) OR AN OFFICER ACTING ON HIS BEHALF**

For all purposes of the contract, the Deputy Commissioner (S&R) or any other Officer authorized to act on his behalf shall be entitled to exercise all the rights and powers of the Purchaser.

VI. **RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT**

The Contractor shall perform the contract in all respect in accordance with the terms and conditions thereof:

(1) **Risk in the Laboratory Equipments**: The Laboratory Equipments and every constituent part thereof, whether in the possession or control of the contractor, servants or a carrier, or in the joint possession, of the Contractor or servants and the Purchaser, his servants, shall remain in every respect at the risk of the contractor until their actual delivery and successful installation to the Consignee at the stipulated place or destination or, where so provided in the acceptance of Tender, until their delivery to a person specified in the interim consignee for the purpose of despatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage or deterioration to the Laboratory Equipments from any cause whatsoever while the Laboratory Equipments after approval by the Inspecting Officer

are awaiting despatch or delivery or are in the course of transit from the contractor to the consignee or, as the case may be, interim consignee. The contractor shall alone be entitled and responsible to make claims against the transporter/Railway administration, other carrier, in respect of non-delivery, short delivery, miss-delivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.

(2) **Consignee's right of rejection** : Notwithstanding any approval which the Inspecting Officer of the Department may have given in respect of the Laboratory Equipments or any materials or other particulars of the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the Laboratory Equipments where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the purchaser to reject the Laboratory Equipments or any part, portion or consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the Terms & Conditions of the Tender and/or in the Indent /Supply Order if such Laboratory Equipments or any part, portion or consignment thereof is not in all respect in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before despatch or delivery or during transit or otherwise howsoever:

Provided that where, under the terms of the contract the Laboratory Equipments are required to be delivered to an interim consignee for the purpose of despatch to the consignee, the Laboratory Equipments shall be at the purchaser's risk after their delivery to the interim consignee; but nevertheless it shall be lawful for the consignee on behalf of the purchaser to reject the Laboratory Equipments or any part, portion or consignment thereof upon their actual delivery to him at the destination if they are not in all respect in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.

Provisions relating to the removal of Laboratory Equipments rejected by the Inspecting Officer shall, mutatis mutandis apply to Laboratory Equipments rejected by the consignee as herein provided.

(3) **Sub-letting and Assignment**:

The Contractor shall not, sublet, transfer or assign the contract or any part thereof without prior written permission of the Deputy Commissioner (S&R) of the Department.

(4) **Responsibility of the Contractor**:

The Contractor shall be solely responsible to procure any material required for the fulfilment of the Contract.

VII. QUOTATIONS OF RATES BY CONTRACTORS

(1) Rate to be quoted in the Proforma of Price Bid enclosed (Annex 'E') in the required manner only. Rate to be Quoted in Rupees on FOR destination by Road/Rail to the

Department nominated destination in Annex -'A' inclusive of packing /forwarding charges, insurance charges, freight, handling charges, all other ancillary charges, all Central and local taxes, levies and duties.

(2) The price quoted by the Contractor shall not be greater/more than the price usually charged by the Contractor for Laboratory Equipments of the same nature, class or description from a Government/Public Sector Undertaking purchaser.

(3) If it is discovered that the Contractor has contravened the above condition in sub clause (2), then without prejudice to any other action, which might be taken against him, it shall be lawful for the Department –

(i) To revise the price at any stage so as to bring it in conformity with sub-clause (2) above or

(ii) To terminate the contract and purchase the Laboratory Equipments at the Risk and Cost of the Contractor.

(4) The price quoted shall remain firm throughout the period of contract i.e. it shall remain constant notwithstanding any changes to the tax structure, input costs etc.

VIII. SPECIFICATIONS & QUALITY

1. The Laboratory Equipments shall be of the best quality conforming to specifications as given in the Annex 'A' thereof. The contractor shall supply the Laboratory Equipments in accordance with the particulars unless any deviation has been expressly specified in the acceptance of the tender.

2. The Laboratory Equipments shall further be in all respect acceptable to the Inspecting officer.

3. In particular and without prejudice to the foregoing conditions, when tenders are called for in accordance with the particulars the contractor's tender to supply the Laboratory Equipments in accordance with such particulars shall be deemed to be an admission or his part that he has acquainted himself with the details thereof and no claim shall lie against the purchaser on the ground that the contractor did not examine or acquaint himself with such particulars.

4. It would be in the interest of the Tenderers to study the specifications thoroughly as given in the Annex "A", before quoting.

IX. CONTRACT WILL BE GOVERNED BY:-

PART-'A' Technical Bid and PART-'B' Price Bid and consists of:

(1) NIT/DETAILED NIT

(2) Invitation to Online Tender

(3) Terms & Conditions of Contract indicated in the Tender document

(4) Annexes & Appendices

(5) Acceptance letter

X. PRICE:

(i) Tenderers shall submit the quotation on firm FOR destination price basis.

(ii) The prices quoted must be net per unit in INR only and shall not be accepted in any other currency.

(iii) **The price should be inclusive of packing/forwarding charges, Insurance charges, freight, handling charges, all other ancillary charges, all central and local taxes, levies, duties and installation taking into consideration of warranty & AMC period.**

(iv) Quotations are to be made for units specified, in the Tender.

XI. INSURANCE CHARGES:

Purchaser will not pay separately for Transit Insurance, if any availed by the supplier. However, supplier will be responsible until the entire Laboratory Equipments contracted are delivered in good condition at the destination.

XII. OTHER INSTRUCTIONS TO TENDERERS

- The quantity can be varied by the Purchaser during currency of the contract on mutual consent basis.
- The acceptance of Tender by Department as per terms and conditions shall constitute a valid and legal contract between Purchaser and Supplier and execution of separate Deed/document is not necessary.
- Notwithstanding the acceptance of Laboratory Equipments vide supply order(s), Department reserves the right to forfeit Security and impose damages, if any, if the Tenderer fails to comply with any of the terms and conditions of the Tender and/or supply order without prejudice to any other legal remedies available to Department.
- The material is returnable at the Risk and Cost of the Supplier if the same is damaged in transit or not in conformity to the prescribed specification/approved sample.
- The Department reserves the right to inspect the production unit/factory to satisfy itself regarding production capacity and the quality control measures (testing facilities) and installation etc. before placing the Supply Order, if found necessary.

  In case, if it is required to replace any or some Laboratory Equipments by the Supplier at the destination, the same shall be replaced by the party.
- Tenderer would not be absolved of the responsibility of delivering the indented Laboratory Equipments within the stipulated time schedule and liability of L.D. charges/Risk and Cost clause due to any purely commercial reasons, including but not restricted to, non-availability of raw materials, abnormal increase in price of raw materials or any other input costs, changes in any of the Tax or Duty structure, changes in other Regulatory requirements of any Govt. Department, abnormal increase in the cost of logistics and transportation, any variation in Exchange Rate, sabotages/damages attributable to the seller or any employee or agent of the seller, closer/disruption of operations due to industrial unrest within the seller origination, closer/ disruption of operations directly initiated by the party etc.

XIII. SECURITY DEPOSIT

1. **The successful tenderer(s) shall furnish Performance Security Deposit equal to 10% the total amount of the cost of offered equipment(s) within 10 working days from the date of acceptance letter In the form of an irrevocable, unconditional Performance Bank Guarantee of value as mentioned in Annex-'A' with validity of Five Years (in the attached format of Performance Bank Guarantee – Annex 'C')** from a Schedule Indian Bank to D.D.O. Department of Food and Public Distribution, Krishi Bhawan. New Delhi.
2. In case of failure of Tenderer to deposit the Security Deposit mentioned at (1) above within ten working days from the date of issue of Supply Order, further extension of seven working days can be given by Department. If the Tenderers fail to deposit the Security Deposit by the cessation of extended period also, the EMD shall stand forfeited.
3 If the contractor having been called upon by the Department to furnish Security fails to do so within the specified period including extension period, wherever applicable, it shall be lawful for the Department to terminate the contract besides forfeiture of EMD and to purchase or authorize the purchase of the Laboratory Equipments at the Risk and Cost of the contractor and in that event any losses or damages arising out of and incurred by the Department by such conduct of the Tenderer will be recovered from the Tenderer, without prejudice to any other rights and remedies of the Department under the contract and law. The Tenderer will also be debarred from participating in any future Tenders of the Department.
4 If the successful Tenderer had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this Tender and a fresh Security Deposit will be required to be furnished.
5 No claim shall lie against the Department either in respect of interest or any depreciation in value of any Security.
6 If the contractor fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Department to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the contractor or to appropriate the Security Deposit furnished by the contractor or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Department, Save as aforesaid if the contractor duly performs and completes the contract in all respects and presents an absolute "NO DEMAND CERTIFICATE" in the prescribed form, the Department shall refund the Security Deposit to the contractor after deducting all costs and other expenses that the Department may have incurred and all dues and other money including all losses and damages which the Department is entitled to recover from the contractor.
7 The decision of the Department in respect of damages, losses, charges, costs or expenses shall be final and binding on the contractor.
8 In the event of the Security Deposit being insufficient or if the security has been wholly forfeited and the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due, or which at any time thereafter may become due to the contractor under this or any other contract with the Department.

Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to the Department on demand the balance due.

9 The Security Deposit will be refunded/released only after satisfactory execution of contract and on submission of "NO DUES CERTIFICATE" issued by the recipient office(s) of the Department, "NO DEMAND CERTIFICATE & PRE-RECEIPT" by the supplier and after deducting all costs and other expenses that the Department may have incurred due to default of the Supplier on any account and all other losses / damages that the Department is entitled to recover from the Supplier.

10 Bank Guarantee will be released only on expiry of the Warranty and AMC period of the product supplied.

XIV. SPECIAL CONDITIONS OF SALE

(i) **Guarantee**: **Bank Guarantee** f**or a period of five years from the date of installation of the Laboratory Equipments**, the contractor shall be responsible for any defects, that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship in the Laboratory Equipments, but not otherwise and shall remedy, such defects at contractor's own cost, when called upon to do so by the purchaser, who shall state in writing in what respect that portion is faulty. If it becomes necessary for the contractor to replace or renew any defective parts, the contractor shall undertake to make good the same within a period of 30 days. If any defects be not remedied within prescribed time, the purchaser may proceed to do the work at a contractor's risk and expenses but without prejudice to any other rights which the purchaser may have against the contractor in respect of such defects. In case the contractor fails to provide necessary support/service during the period of Guarantee, Annual maintenance Contract and /or spare parts during the stipulated period to Department the contractor may be Black Listed forever, in addition to en-cashing the Bank Guarantee wherever applicable.

All inspections, adjustments, replacements or renewal carried out by the contractor during the maintenance period shall be subjected to the same conditions of the contract.

(ii) **SERVICING FACILITIES**: The contractor shall also undertake to provide free servicing facilities at the Centre where such facilities exist or duly authorized agents to render the same when called upon to do so in respect of machines equipments /Articles **for a period of five years from the date of installation**.

The contractor shall also guarantee the availability of spare parts, components of the Laboratory Equipments for a minimum period of Ten years from the date of supply and all such spare parts / components shall be offered to laboratories of the Department of Food and Public Distribution at appropriate and reasonable cost.

XV. PACKING

(1) The contractor shall pack at his own cost the Laboratory Equipments sufficiently and properly for Transit by Rail / Road, indicated in the Schedules

so as to ensure their being free from loss or damage physical on arrival at their destination.

2. Unless otherwise provided in the Schedule all container (including packing cases, boxes, tins, drums and wrapping) in which the Laboratory Equipments are supplied by the Contractor shall be considered as non-returnable and their cost as having been included in the contract price.

3. Each consignment delivered under the contract shall be marked by the Contractor at his own expenses. Such marking shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate the description and quantity of the Laboratory Equipments the name and address of the consignee the gross weight of the packing and the name of the Contractor with a distinctive number or mark sufficient for the purpose of identification. All marking shall be carried out with such material as may be found satisfactory as regards quickness of drying, fastness and indelibility.

4. The Inspecting Officer at the recipient end may reject the Laboratory Equipments if the Laboratory Equipments are not packed and/or marked as aforesaid and in case where the packing materials are separately prescribed if such materials are not in accordance with the terms of the contract. Such rejection of the Laboratory Equipments by the Inspecting Officer shall be final and binding on the contractor.

5. Each consignment shall contain a packing note specifying the name and address of the contractor, the number and date of acceptance of tender or supply order and the designation of the purchase officer or officer issuing the supply order, the description of the Laboratory Equipments and the quantity contained in such consignment.

XVI. <u>CHARGES FOR WORK NECESSARY FOR COMPLETION OF CONTRACT</u>

The contractor shall pay all charges for handling, stamping, printing, painting, marking and for protecting and preserving patent rights and for all such measures which the Inspecting Officer may require the contractor to take for the proper completion of the contract, though no special provision in respect thereof may have been made in the particulars.

XVII. (1) **<u>DELIVERY</u>** Door delivery of Laboratory Equipments is to be given at Department's nominated places to be indicated in Supply Order(s). All expenses upto the point of delivery including Road/Rail transport charges, Transit Insurance and all other incidental and handling expenses up to the point of delivery will be borne by the Supplier.

(a) **DELIVERY SCHEDULE** - The Laboratory Equipments as per the quantity and locations specified in the tender should be delivered to the designated Consignee within thirty (30) days from the date of Supply Order.

(b) In the event of delayed supplies, a Liquidated Damages @ 2% of the price of the equipments which the Supplier has failed to supply within the delivery period fixed shall be levied for each month or part thereof of such delay on the Supplier after

expiry of forty five/ seventy five days, whichever is applicable, from the date of Supply Order of equipments.

The maximum time limit for delivery may further be extended by another 30 days with aforesaid Liquidated Damages. No further extension is permissible in delivery period. If the Tenderer fail to complete the delivery within the maximum time prescribed, his SD/PBG will be forfeited without prejudice to any other right the corporation may have under the Law and Contract.

(c) The contractor shall comply with the instructions that the Department may give from time to time regarding the safe transit of the Laboratory Equipments.

(2) **Passing of property** : Property in the Laboratory Equipments shall not pass to the purchaser unless and until the Laboratory Equipments have been delivered to the consignee, interim consignee, as the case may be in accordance with the conditions of the contract in case where local delivery or free delivery at the specified destination or delivery to an interim consignee is stipulated or in any other case the Contractor has obtained the Railway receipt, consignment notice, the bill of lading, Warehouse certificate as the case may be in accordance with terms of the contract.

(3) The purchaser shall not be liable to assist in securing or to arrange for or provide transport to the contract.

(4) **Time for and date of delivery, the essence of the Contract:** The time and the date of delivery of the Laboratory Equipments stipulated in the schedule shall be deemed to be for the essence of the contract and delivery must be completed no later than the date(s) as specified.

(5) **Failure and termination**: If the Contractor fails to deliver the Laboratory Equipments or any instalment thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such period the Department without prejudice to the right of the purchaser to recover damages for breach of the contract may;

[i] Purchase or authorize the purchase the Laboratory Equipments elsewhere without to the Contractor on the account and at the risk of the Contractor not so delivered or other of a similar description where Laboratory Equipments exactly complying with particulars are not readily procurable in the opinion of the Department which shall be final, without cancelling the contract in respect of the instalments already delivered, or

[ii] Cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the Laboratory Equipments not so delivered or others of a similar description where Laboratory Equipments exactly complying with particulars are not in the opinion of the Department readily procurable and which shall be final, at the risk and cost of the Contractor.

Where action is taken under sub-clause (i) and sub-clause (ii) above, the Contractor shall be liable for any loss which the purchaser may sustain on that account provided the purchase , or if there is an agreement to purchase, such agreement is made in case of failure to deliver the Laboratory Equipments within the period fixed for such delivery in the schedule within six months from the date of such failure and in case of

repudiation of the contract before the expiry of the aforesaid period of delivery within six months from the date of cancellation to the contract. The Contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the Department. It shall not be necessary for the purchaser to serve a notice of such purchase on the Contractor.

XVIII. PROGRESS REPORTS

(1) The contractor shall from time to time render such Reports concerning the progress of the contract and/or supply of the Laboratory Equipments in such form as may be required by the Department.

(2) The submission, receipt and acceptance of such Reports shall not prejudice the rights of Department under the contract, nor shall operate as estoppels against the Department merely by reason of the fact that Department has not taken notice of or objected to any information contained in such Report.

XIX. INSPECTION AND REJECTION

1. Laboratory Equipments would be inspected at the recipient end by an officer/the committee of officers nominated by Department.

2. **INSPECTING OFFICER/NOMINATED COMMITTEE AT RECIPIENT END** : Final authority and to certify performance, the nominated committee shall have the power before any Laboratory Equipments or part thereof submitted for inspection to certify that they cannot be in accordance with the contract owing to the adopting of any unsatisfactory method of manufacture or not found conforming to specification.

3. **Consequence of Rejection**: If one of the Laboratory Equipments being rejected by the inspecting officer or consignee at the destination, the contractor fails to make satisfactory supplies within the stipulated period of delivery, the Department shall be at liberty to:

[i] Allow to Contractor to resubmit the Laboratory Equipments in replacement of these rejected within a specified time, the Contractor bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on that account or ....

[ii] Purchase or authorize the purchaser of quantity of the Laboratory Equipments rejected to others of a similar description (when Laboratory Equipments exactly complying with particulars are not in the opinion of the Department, which shall be final readily available) without notice to the Contractor, at his risk and cost and without effecting the Contractor's liability as regards the supply of any further instalment due under the contract; or ....

[iii] Cancel the contract and purchase or authorize the purchaser of the Laboratory Equipments or others of a similar description (when Laboratory Equipments exactly complying with particulars are not in the opinion of the Department, which shall be final, readily available) at the risk and costs of the Contractor. In the event of action being taken under sub-clause (ii) above or this sub-clause the provisions of Clause X shall apply as far as applicable.

4. **Inspecting Officer's Decision as to rejection final**: The Inspecting Officer's decision as regards the rejection shall be final and binding on the Contractor.

5. **Notification of result of Inspection**: Unless otherwise provided in the specification of schedule the examination of the equipment will be made as soon as practicable after the same have been submitted for inspection and the results of the examination will be notified to the Contractor.

6. **Marking of Laboratory Equipments**: the Contractor shall if so required at his own expenses mark or permit the inspector to mark all the approved Laboratory Equipments with a recognized purchaser's mark.

7. **Removal of Rejected Laboratory Equipments**:

(a) Any Laboratory Equipments submitted for inspection and rejected shall be removed by the Contractor subject as hereinafter provided within fourteen days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule it will be deemed to have been served on the contractor at the time when such letter would in the course of ordinary post reach the Contractor.

(b) Such rejected Laboratory Equipments shall under all circumstances lie at the risk of the contractor from the movement of such rejection and if such Laboratory Equipments are not removed by the Contractor within the period abovementioned, the Inspecting Officer may either return the same to the Contractor at his risk and costs by such mode of transport as the Department or Inspecting Officer may select or dispose of such Laboratory Equipments at the Contractor's risk on his account and retain such portion of the proceeds as may be necessary to cover any expenses incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period which the rejected Laboratory Equipments are not removed.

XX. RECOVERY OF SUMS DUE

Whenever any claim for the payment of a sum of money arises out of or under the contract against the contractor, the purchaser shall be entitled to recover such sum by appropriating in whole or in part, the security, deposited by the contractor, and for the purpose aforesaid, shall be entitled to sell and/or realize securities forming whole or part or any such security deposit. In the event of the security being insufficient, the balance and if no security has been taken from the contractor, the entire sum recoverable shall be recovered by appropriating any sum then due or which at any time thereafter may become due to the contractor under the contract or any other contract with the Department, if such sum also is not sufficient to cover the full amount recoverable, the contractor shall on demand pay to the Department the balance remaining due.

For the purpose of this clause, where the contractor is a registered partnership firm, the purchaser shall be entitled to recover such amount by appropriating in whole or in part any sum due to any partner of the firm whether in his individual capacity or otherwise.

XXI. PAYMENT

(1) Payment for delivery of the Laboratory Equipments will be made on submission of bills in accordance with the instructions given in the Tender, by ECS/NEFT/RTGS in nominated Bank branch.

(2) Payment for the Laboratory Equipments or for each consignment thereof will be made to the Contractor by Deputy Commissioner (S&R), Department of Food and Public Distribution, Krishi Bhawan, New Delhi.

(3) 100% payment shall be made by Department of Food and Public Distribution, Krishi Bhawan, New Delhi on submission of pre-receipt bill in the triplicate along with certificate from the consignee regarding receipt and installation of Laboratory Equipments in good working condition at the destinations and copy of the invoice duly authenticated by the consignee.

(4) Custom Duty Exemption Certificate will be provided by the Department.

XXII. INDEMNITY

The contractor shall defend, indemnify and hold Department harmless during and after the term of the contract from and against any and all liabilities, damages, claims, fines, penalties, actions, proceedings and expenses of whatever nature arising or resulting from the violation of any laws, Rules by the Contractor or its personnel or in any way connected with any acts, omissions, negligence, breach of this Contract or any law and failure to perform obligation under this contract or under any law.

XXIII. CORRUPT PRACTICES

The Supplier /Seller shall not offer or give or agree to give any person in the employment of the buyer or working under the orders of the Department any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract with the Department or for showing or forbearing to show favour or disfavour to any person in relation to the contract with the Department. Any breach of the aforesaid condition by the Supplier /Seller or any one employed by him or acting on his behalf whether with or without the knowledge of the Supplier /Seller or the commission of any offence by the Supplier /Seller or by any one employed by him or acting on his behalf shall entitle the Department to Terminate the contract and to recover from the Supplier /Seller the amount of any loss arising from such Termination.

XXIV. Any dispute or difference in respect of either the interpretation, effect or application, of the Tender condition or of the amount recoverable there under by Purchaser from the contractor, shall be decided by the Department whose decision thereon shall be final and binding on the contractor.

XXV. INSOLVENCY AND BREACH OF CONTRACT

The Department may at any time, by notice in writing summarily terminate the contract without Compensation to the Contractor in any of the following events, that is to say:-

(1) If the Contractor being an individual or if a registered Firm, any partner thereof, shall at anytime, is adjudged insolvent or shall have a receiving order or order for

administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any Conveyance or Assignment of his effects or enter into any arrangement or composition with his Creditors or suspend payment or if the registered Firm is dissolved under the Partnership Act; or

(2) If the Contractor being a company is wound up voluntarily or by the Order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture Holders is appointed or circumstances shall have arisen which entitle the Court or Debenture Holders to appoint a Receiver, Liquidator or Manager; or

(3) If the Contractor commits any breach of the contract not herein specifically provided for.

Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to Department and provided also the Contractor shall be liable to pay to Department for any extra expenditure he is thereby put to and the Contractor shall under no circumstances be entitled to any gain.

XXVI. <u>NO NEGOTIATION</u>

There shall be no post -tender negotiations except in certain exceptional situations as per the guidelines issued by the Central Vigilance Commission in this regard.

XXVII. <u>FORCE MAJEURE</u>

1. A Force Majeure means–any event or circumstance or a combination of events and such as:

(i) drought, lightning, earthquake, landslides, tempest, cyclone, hurricane, whirlwind, storm, floor, and other unusual or extreme adverse weather or environmental conditions, transporter's agitation, merchant agitation, riots, civil disturbances of any kind including civil commotion or other events of natural disaster of rare severity.

(ii) Epidemic or

(iii) Strikes or boycotts (other than those involving the Contractors or their respective employees/representatives/labour or attributable to any act or omission of any of them) interrupting supplies and service to the contractor for a period exceeding a continuous period of 12 days.

(iv) Industry wide or state wide or nationwide strikes or industrial action which prevents the Affected party from performing any of its obligations for a continuous period of not less than 21 (Twenty One) days from the date of its occurrence:

(v) Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, revolution, religious strife, bombs, sabotage, terrorism or threat of such acts or other similar events of a political or social nature;

(vi) Expropriation, confiscation, or nationalization of the Facilities/Project by Govt. or a Competent Authority;

(vii) The imposition of any blockade, embargo, import restrictions, rationing or allocation by Govt.

(viii) Any decision or order of a court or tribunal which has the effect of restraining all or any part ofthe activities concerning the provision of Services;

(ix) Any event or circumstances of a nature analogous to the foregoing which are beyond the reasonable control of the affected Party, which such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care in relation to the implementation of this Agreement, which do not result from the negligence of such Party or the failure of such Party to perform its obligations hereunder which are of an incapacitating nature and of a severe magnitude and have a Material Adverse Effect on the affected Party's obligations under this Agreement.

2. A Party shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent such performance is impeded by a Force Majeure event.

3. Procedure for Force Majeure:

If a Party claims relief on account of a Force Majeure, then the Party claiming to be affected by such event shall, as soon as reasonably practicable and in any event within seven days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the other Party in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the Party's obligations under this Agreement. Upon cessation of the situation which led to a Party claiming Force Majeure under this section the relevant Party shall within seven days thereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement but without prejudice to the excuse of performance of all obligations during the continuance of the Force Majeure.

4. Revised Time table: Provided that the Party claiming to be affected by the Force Majeure has complied with the notice procedure, any time period specified in this Tender for the performance of an obligation, including the term of this Contract, shall be appropriately extended for a period equal to that during which the effect of the Force Majeure applies to the obligation.

5. Consultation and Duty to Mitigate: The Party claiming relief under Force Majeure shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure and restore its ability to perform its obligations under this Contract as soon as reasonably practical. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure.

6. Prolonged Force Majeure: In the event Force Majeure continuously impedes or prevents a Party's performance for longer than 60 consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the Parties, they shall decide by mutual consent through consultation

either the terms upon which to continue the performance of this Contract or to terminate this Contract.

7. **Exceptions Applicable to Parties:** The Parties shall not have the right to consider any of the following circumstances to be a Force Majeure that would suspend the performance or excuse the non-performance of their obligations under this Contract:

(i) unreasonable delay in performance or any damages attributed to the Management and Operations Staff, agents, Affiliates or Contractors;

(ii) breakdown or ordinary wear and tear of materials, equipment machinery or parts relating to the Facilities or the Bulk Wagons;

(iii) unavailability, late delivery or changes in cost of plant, machinery, equipment, materials, spare parts, fuel or consumable for the Facilities or Bulk Wagons; or

(iv) non-performance by the Party or its Management and Operations Staff, agents, Affiliates or Contractors that is caused by or connected with its/their (i) negligent or intentional acts, efforts, omissions or fraud; (ii) failure to comply with the Law or conditions of Clearances; or (iii) Breach under this Contract.

(v) Non availability of raw material/or increase in cost of raw material, production cost or transportation cost will not constitute Force Majeure.

(vi) any event which a diligent Party could reasonably have been expected to take into account at the time of the execution of this Contract or avoided or overcome in the carrying out of its obligations hereunder.

(vii) An insufficiency of funds or failure to make any payment required hereunder.

(viii) Sabotages, closure/disruption of operations due to industrial unrest within the seller organization, closure/disruption of the operations directly initiated by the party,

(ix) Changes in any of the tax or Duty structure and any variations in exchange rate.

XXVIII. TERMINATION FOR DEFAULT

The Department may without prejudice to any other remedy or right of claim for breach of contract, by giving not less than 15 (Fifteen) days written notice of default to the Contractor, terminate the contract in whole or in part:-

1) If the Contractor breaches any of the terms and conditions of the contract.

2) If the Contractor fails to comply with any or all the obligations under the contract within the time period(s) specified in the contract or any extension thereof granted by Department in writing.

3) If the Contractor, in either of above circumstances, does not remedy its failure within a period of 15 (Fifteen) days after receipt of the default notice from Department.

4) If the Contractor in the judgment of Department has engaged in corrupt or fraudulent practices in competing or in executing the contract.

In the event, Department terminate the contract in whole or in part, Department may get such services done, upon such terms and in such manner as it deems appropriate at the Risk and Cost of the Contractor. However, the Contractor shall continue performance of the contract to the extent not terminated. In additions such

action by Department as aforesaid shall not relieve the Contractor of his liability to pay Liquidated Damages for his failure in supply within the stipulated time as defined in the contract.

XXIX. LIABILITY OF THE CONTRACTOR

The Supplier shall be solely responsible for the personnel/labour if any engaged by him during the course of the contract for supply of the Laboratory Equipments at the destination. In the event of the Supplier engaging any contract workmen in furtherance of this contract, the Supplier shall ensure that all statutory obligations as applicable to such workmen prevailing in India shall be strictly compiled with, including payment of Minimum Wages, Payment of Bonus, Gratuity, Medical Facilities, rest room, toilets, canteens, stipulated working hours etc, and shall maintain such Registers and file Returns and submit contributions as applicable as the case may be and such Registers shall be made available to Department or its authorized officers at any time during the tenure of the contract. The Supplier shall keep Department indemnified from any liabilities, penalties levies, fees etc., and in the event Department put to any such liabilities the same will be recovered from the Supplier.

XXX. In case any exemption from custom duty is available for any of the equipment, that may be passed on to Department. The supplier may intimate Department about the documentation required for such purpose well in time.

XXXI. DISCLAIMER

The Department is under no obligation to enter into any contract with anyone by issuing the Tender.

The Department reserves the right to accept or reject any or all response, to request additional submissions or clarifications from one or more Tenderer, or to cancel the process entirely without assigning any reason.

The Department makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the Tender documents.

XXXII. NO WAIVER OF RIGHTS

Neither the inspection by Department or any of their agents, nor any order by Department for payment of money or acceptance of, the whole or any part of the Works by Department, nor any possession taken by Department shall operate as a waiver of any provision of the Contract, or of any power reserved to Department, or any right to damages here in provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

XXXIII. LAWS GOVERNING THE CONTRACT & DISPUTE RESOLUTION

The contract will be governed by the laws in India for the time being in force.

Any disputes and differences arising out of this contract will be dealt and adjudicated in the Court of Law of competent jurisdiction.

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Annex - 'B'

TENDER No. 29-11/2013-S&I (Vol - III) Pt. I **DATED: 30.12.2016**

Particulars of Tenderer to be prepared and uploaded in the following format:

S. No.	Item	Particulars & page no. of tender document
1	Name	
2	Address	
3	E-mail/Phone No./Fax No.	
4	Communication Address (If different from above)	
5	Status : Individual/Company/Others (Pl. specify)	
6	Business Capacity: Manufacturer/Authorised Supplier/Others	
7	Details of Manufacturing Facilities Item-Wise	
8	PAN No.	
9	CST & VAT registration No.	
10	LICENCE/AUTHORITY No. etc. if any (Please Specify)	
11	Banker's name and Address	
12	Name & Designation of the Authorized Signatory	
13	Names & Addresses of all the Directors and Auditors (In case of Limited Company)	
14	Whether the Tenderer suffer from any of the disqualifications stipulated in clause No. 11(d) of Invitation to Online Tender.	
15	Whether exemption is claimed from payment of EMD as a SSI Unit	
16	Whether Unit owned by Schedule Caste/Schedule Tribes entrepreneur(Yes/No)	

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TENDER No. 29-11/2013-S&I (Vol - III) Pt. I **DATED:**

PROFORMA OF PERFORMANCE BANK GUARANTEE

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

In consideration of the Government of India, Department of Food and Public Distribution Krishi Bhawan, New Delhi -110001 (hereinafter called Department) having agreed to accept the part security deposit in the form of Bank Guarantee under the terms and conditions of the contract No._____, dated _____ made between the Department and Contractor for supply of Laboratory Equipments (hereinafter called the 'contract') for the due fulfilment by the said Contractor/s of the terms and conditions and obligations contained in the said contract, we ***(NAME OF BANK)***, (hereinafter referred to as `the Bank') at the request of BIDDER/S (**NAME OF THE BIDDER**) do hereby undertake to pay on demand by Department an amount not exceeding Rs _____ (Rupees _____only).

We ***(NAME OF BANK)*** do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Department. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

However, the Bank's liability under this guarantee shall be restricted to an amount not exceeding Rs_____ (Rupees _____ only). We undertake to pay to the Department any money so demanded not withstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

We, ***(NAME OF THE BANK)*** further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract that it shall continue to be enforceable till all the dues of the Department under or by virtue of the said contract have been fully paid & its claims satisfied or discharged or till the Department certifies that the terms and conditions of the said contract have been fully and properly carried out by said Bidder(s) and accordingly, discharges this guarantee. Unless, a demand or claim under this guarantee is made on us in writing on or before (**date)** _____ we shall be discharged from all liability under this guarantee thereafter.

We, ***(NAME OF THE BANK)*** further agree with the Department that the Department shall have the fullest liberty without our consent and without affecting in any manner our obligation

hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said

Bidder(s) or for any forbearance, act or commission on the part of the Department or any indulgence by the Department to the said Bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. This guarantee will not be discharged due to the change in the Constitution of the Bank or the Bidder(s). The guarantor hereby declare that it has power to execute this guarantee and the executants has full power to do so on its behalf under the proper authority granted to him/them by the guarantor.

We, ***(NAME OF THE BANK)*** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Department in writing.

Dated the day of

for

(NAME OF THE BANK)

TENDER No. 29-11/2013-S&I (Vol - III) Pt. I **DATED: 30.12.2016**

ADDRESSES OF CONSIGNEE

SL. NO.	CONSIGNEE OFFICE	COMPLETE ADDRESS
1	Indian Grain Storage Management and Research Institute, Hapur	Government of India, Department of Food and Public Distribution, Indian Grain Storage Management and Research Institute, Meerut Road, Hapur-245101 Phone & FAX: 0122 2316601

Annex - 'A'

List of Equipments/ Items

S. No.	Name of the Equipments/Items	Qty	Specification
1	Digital Trinocular Stereo Zoom Microscope	2	Trinocular Stereo Zoom Microscope–Prime with scope pad Optical System: GREENOUGH Stereoscopic Observation Head: Trinocular observation head tiltable between 45^0, rotatable at 360^0, Intepupillary distance : 55mm to 75mm Eye piece: Widw field 10X (Paired) F>O>V. 22mm width diopter and eye guard. Zoom Ratio: 1:6.3 Zoom objective: 0.8x to 5x Magnification Range: 8x to 50x continuous with 10x eyepiece Working distance: 115mm Mechanical body: lateral zoom control movement, incident 3W LED lamp. Track stand with big size base. Clip for holding specimen with 125mm glass plate and additional white & black plate Illumination system: 3.3W, 30^0 incident transmitted light systems with LED lamps. Both lights regulated with power supply and have separate brightness controls. Homogenous daylight (6500^0K), free of UV and IR emissions, universal 100V-240V, 50/60Hz integrated power supply with voltage flux stabilizer Scope pad: Display: 9.7" high Resolution 1024X768 color LCD touch Built in camera: 10MP Color CMOS camera Built in software: Capture/measurement Mechanical structure: LCD screen 360 @Horizontal rotatable 90@ vertical rotatable

2.	Binocular Stereo Zoom Microscope	2.	Binocular Stereo Zoom Microscope Optical System: GREENOUGH Stereoscopic Observation Head: Binocular observation head tiltable between 45^0 , rotatable at 360^0, Intepupillary distance : 55mm to 75mm Eye piece: Widw field 10X (Paired) F>O>V. 23mm width diopter and eye guard. Zoom Ratio: 1:8 Zoom objective: 0.63x to 5x Magnification Range: 6.3x to 50x continuous with 10x eyepiece Working distance: 115mm Mechanical body: lateral zoom control movement, incident 3W LED lamp. Track stand with big size base. Clip for holding specimen with 125mm glass plate and additional white & black plate Illumination system: 3.3W, 30^0 incident transmitted light systems with LED lamps. Both lights regulated with power supply. Homogenous daylight (6500^0K), free of UV and IR emissions, universal 100V-240V, 50/60Hz integrated power supply with voltage flux stabilizer

3.	Digital Moisture meter with printer	4	Body : Made of Steel Test cup : Stainless steel Test Cup Visible while giving pressure Minimum sample of grain: More than 30 cubic centimeter Re – calibration with oven : Can be done on all commodities independently. Range : 3.5 to 40% Consistency : ± 0.2 % Principle of Measurement : Based on Resistance Display : 2 x16 character alphanumeric LCD display. (Can display, Print & Record Date, Time, Temperature & Moisture percentage) Interface: It is having RS232 and Bluetooth Facility to Recorded Data Transfer to PC or Smartphone. Temperature sensor : PT – 100 Averaging : It can have average of no. of readings Keypad : 09 Keys Membrane keypad . Power : 9 V DC, operated, 230V, 50Hz or 6 dry cells. Data Logging : Can record temperature and moisture at various date & time. Data Storage Capacity : It has memory of 200 readings. Weight : 12 Kg. Approx.
4.	Handy Moisture Meter	8	Multi-Point calibration to match local elevator. Use highly accurate compaction measuring technology and temperature compensation. Features : • It should have approx. 35 grain scale • Backlight display for low-light conditions • Dual Calibration for accuracy • Easy adjustment to match local elevator • Easy to read display features 7 languages • High frequency, capacitive circuit

			improves accuracy • Multiple simple averaging • Method of moisture content definition should based on the technical specification: grain ISO 712, oil seeds ISO 665 and corn ISO 6540. Specifications : • Operating Range (Moisture): 5% to 40% depending or grain tested • Operating Range (Temperature): 32° - 113° F (0°-45°) • Repeatability: + 0.5% in normal moisture range for stored gain • Accuracy: + 0.5% in normal moisture range for stored grain • Display resolution: 0.1% Moisture • Uses two 9V batteries (Included) • Temp. Measurement probe for 0-60°C (included) • Weight should not be more than 500 gm.
5.	Flexible Arm Illuminated Magnifier	4	Lens dia : Specially designed precision lens with 130 mm diameter. Magnification : 4x area magnification. Working distance : The lens provides bi-ocular vision with depth precision and comfortable 250 mm working distance underneath. Illumination : A 22 watt circular fluorescent tube housed in a tough ABS shield around the lens provides light that is shadow less, glare free, coil and of daylight colour. Versatile stand : Easy positioning of lens/light at any point in any orientation is made possible by a well-balanced stand with feather touch movement that has a reach of 900mm from the base.
6.	Refrigerator	2	Capacity: 400L; Digital Inverter Compressor Frost Free, LED Light, Glass Shelf; Multi Storage Basket and with external voltage stabilizer.

7.	Grinder/ Blender	2	Auto shut-off for overload protection Lift and grind blades ensure consistent grinding Revers quadra flow jars prevents sticking to walls Power: 750 watts; Operating voltage: 220-240 volts Includes: Mixer grinder, Spatula, Wet grinding jar, Multi-purpose jar, Blender jar
8.	Digital Camera	1	24 MP DSLR Camera with 18-55mm VR Kit Lens with 8 gb sd card
9.	Vacuum Cleaner	2	Powerful suction and blower function with 1400 watts motor Wide range of 6 accessories to suit varied cleaning needs Attractive ergonomic design with LED indicator On board accessory storage for easy usability and variable power control Multi-purpose vacuum cleaner with powerful suction and blower Power: 1400 watts Includes: Vacuum cleaner, Blower adaptor, Demo CD, 6 accessories and User manual

Note:

1) **Price bid format is provided in .xls format (BOQ template) along with this tender document. Bidders are advised to download and quote rates and upload it in the site at the respective locations.**

2) **In this tender there are 9 items having same EMD. On the portal tender displays EMD Rs. 25000/-. So, Bidder are advised to submit EMD Rs. 25000/- only for the items in which he quotes. i.e if bidder quotes in one or more items than he has to pay the total EMD of Rs. 25000/- only for the quoted items.**

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ANNEX 'E'

PRICE - BID

Validate Print Help **Item Rate BoQ**

Tender Inviting Authority: Ministry of Consumer Affairs, Food and Public Distribution,Department of Food and Public Distribution, Krishi Bhawan, New Delhi-110001

Name of Work: Suppil of laboratory equipments/ items for Laboratory at IGMRI, Hapur

Contract No: 29-11/2013-S&I (Vol-III)Pt.I

Bidder Name :					

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	RATE In Figures To be entered by the Bidder(including cost of equipment & tax and five years warranty period and installation at IGMRI, Hapur	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	4	13	53	55
1	Digital Trinocular Stereo Zoom Microscope	2.000		0.00	INR Zero Only
2	Binocular Stereo Zoom Microscope	2.000		0.00	INR Zero Only
3	Digital Moisture Meters with Printer	4.000		0.00	INR Zero Only
4	Handy Moisture Meters	9.000		0.00	INR Zero Only
5	Flexible Arm Illuminated Magnifier	4.000		0.00	INR Zero Only
6	Refrigerator	2.000		0.00	INR Zero Only
7	Grinder/Blender	2.000		0.00	INR Zero Only
8	Digital Camera	1.000		0.00	INR Zero Only
9	Vacuum Cleaner	2.000		0.00	INR Zero Only
Total in Figures				0.00	INR Zero Only
Quoted Rate in Words			INR Zero Only		