Tender Enquiry No.: NRCC/ADM/P/I(14)P/XIth Plan/2016

To

Dear Sir,

On behalf of Secretary, ICAR, the Director, ICAR-NRCC invites tenders for SUPPLY, INSTALLATION & COMMISSIONING OF FOLLOWING LABORATORY EQUIPMENT AT NRCC, BIKANER as indicated below, tender for which will be opened at 16.00 hrs on 04.10.2016 and you are invited to submit your most competitive quotation for the equipment(s) listed below. All the relevant details are given below:-

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Description of Item/Equipment – Laboratory Equipment (Analytical, Quality control and Dairy related equipments/under TSP)</th>
<th>Quantity</th>
<th>Bid Security (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Laboratory High Shear Emulsifier/Mixer</td>
<td>01 No.</td>
<td>6,000.00</td>
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</table>

i) Description of the goods required and the required quantity (approximate):  
   As enclosed in Annexure-I

ii) Guiding specification and other technical details:  
    As enclosed in Annexure-II

iii) Terms of delivery & installation, testing, and commissioning:  
    At NRCC, Jorbeer, Bikaner.

iv) Delivery period of goods & complete installation, testing and commissioning of Equipments:  
    Within 45 days from the date of the purchaser’s signing the contract.

v) Complete installation, testing and commissioning is also to be completed within Forty Five days from the date of the Purchaser signing the contract, as per (iv) above.

vi) Terms of Inspection: Complete inspection and test of all the equipment(s)/item(s) shall be carried out at the NRCC, Bikaner on delivery, installation, testing and commissioning of Equipment and before release of payment of the Goods.

vii) Training of purchaser’s operator(s) for operating the goods ordered: The concerned operator/Technical Officer(s) of NRCC is/are to be trained at purchaser’s premise for successfully operating all the goods.
viii) **Price structure:**

a) The tenderer shall quote for the complete requirement of Goods (including installation, testing and commissioning) & services and for the full quantity as shown against each serial number in the List of Requirements in **Annexure-I**. Unless otherwise specified in Annexure-I, the tenderers are, however, free not to quote against all the serial numbers mentioned in the list of requirements (in case there are more than one serial number in the list of requirement).

b) **The rates and prices quoted shall be in Indian Rupees only.**

c) All duties, taxes and levies payable by the supplier under the contract shall be included in the quoted prices. The purchaser will not pay such duties, taxes and levies separately. However, Sales Taxes/VAT/Service Tax, as legally and contractually leviable, may be quoted separately by indicating the nature and the current rate of Sales Tax/VAT/Service Tax, as applicable at the time of quoting. The Sales Tax/VAT/Service Tax will be paid extra at actual at the time of supply, installation, testing and commissioning of Equipment; provided the transaction of sale is legally liable of Sales Tax and the amount of the Sales Tax/VAT/Service Tax is contractually payable. If the supplier in its quotation does not ask for Sales Tax/VAT/Service Tax extra, the same shall not be paid even if it asks for the same at a later date.

d) **The NRCC is entitled for availing of Custom Duty/Excise Duty Exemption in Full. Hence only Ex-Works or Ex-Factory Price whichever is lower and does not include Custom Duty/Excise Duty, should be quoted for goods.**

e) The rates and prices quoted by the supplier shall remain firm and fixed during the currency of the contract and shall not be subject to variation on any account, whatsoever, including statutory variations, if any. However, Sales Tax/VAT/Service Tax will be paid extra as per provision under Clause viii(c) above.

ix) **Receipt of goods & Terms of payment:**

a. Payment term for supply and installation, testing and commissioning of Equipments: Immediately on receiving the goods at site, the purchaser will verify the quantities of the items supplied as specified in the delivery challan of the supplier in terms of the contract and also check for any superficial damage etc. in the goods so supplied and issue a provisional receipt accordingly. Since the goods to be supplied also need erection, installation, testing and commissioning, the purchaser will issue acceptance certificate within seven working days, after successful installation, testing and successful commissioning. The supplier will then send its invoice along with the purchaser’s acceptance certificate and other accompanying documents to the paying authority for payment. The paying authority will release the full payment to the supplier as due in terms of the contract, within reasonable period but not more than 30 working days of receipt of supplier’s invoice, purchaser’s receipt certificate; and other accompanying documents, provided the same are in order.
While claiming reimbursement for Sales Tax/VAT/Service Tax, the supplier shall furnish the following certificate duly dated and signed on its bill:

“Certified that the goods/services on which Sales Tax/VAT/Service Tax has been charged have not been exempted under the Central Sales Tax Act or State Sales Tax Act or the Excise/Service Tax Act or the rules made there under and the charges on account of Sales Tax/VAT/Service Tax on these goods are correct under the provisions of the Act or the Rules made there under. Certified further that we are registered as dealers for the purpose of Sales Tax/VAT/Service Tax in the State of ……………………….under registration number ……………………….We further confirm that the amount of Sales Tax/VAT/Service Tax shown in the bill against this contract is correct in terms of above proviso”.

b. **Payment for training of purchaser’s operator(s), if applicable.**

After release of payment to the supplier as per sub-para (a) above and after successfully completion of training of the operator(s) in terms of the contract, the purchaser will immediately issue a certificate to this effect to the supplier. The supplier will thereafter send its invoice for training charges, along with the above certificate to the paying authority. The paying authority will release the payment to the supplier in terms of the contract within reasonable period but not more than 30 working days of receipt of supplier’s invoice provided the invoice and accompanying documents are in order.

x) **Paying Authority:** The Director, National Research Centre on Camel, Bikaner.

xi) **Liquidated Damage Clause:** If any time during the performance of the contract, the supplier encounters conditions hindering timely delivery of the goods and/or installation, testing and commissioning of Equipment(s), the supplier shall promptly inform the purchaser in writing the fact of the delay and the likely duration of the same. After receipt of supplier’s communication, the purchaser shall decide as to whether to cancel the contract for the un-supplied portion after the existing delivery period, or to extend the delivery period suitably by issuing an amendment to the contract. If the supplier fails to deliver the goods and/or perform the erection, installation, testing and commissioning of Equipment(s) & required services within the contractual delivery period for reasons other than circumstances beyond supplier’s control (which will be determined by the purchaser) and the purchaser extends the delivery period, the purchaser will also deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% (half per cent) of the delivered price of the delayed goods and erection, installation, testing and commissioning of Equipment(s) or unperformed services for each week of delay or part thereof until actual delivery and/or installation, testing and commissioning of Equipment(s) performance. The maximum limit of such deduction will, however, be 10% (ten per cent) of the contract price of the delayed goods or services.

Further, during such delayed period of supply and/or performance, the supplier shall not be entitled to any increase in price and cost, whatsoever, on any ground. However, the purchaser shall be entitled to the benefit of any decrease in price and cost on any ground, whatsoever, of the goods & services, supplied during the period of delay.
The purchaser’s letter extending the delivery period will be subject to the above conditions.

xii) **Warranty Clause**: All Goods/Equipment(s) must be under minimum One Year onsite Warranty. This warranty shall remain valid for 12 (Twelve) months after the goods/Equipment(s) have been delivered to the final destination and their Installation, Testing and Commissioning is completed at the final destination and accepted by the purchaser in terms of the Contract.

xiii) **Dispute Resolution Mechanism**

If any dispute or difference arises between the purchaser and the supplier relating to any matter connected with the contract, the parties shall make every effort to resolve the same amicably by mutual discussions. However, if the parties fail to resolve the dispute or difference by such mutual discussion within 30 days, either the purchaser or the supplier may give notice to the other party of its intention to refer the same to arbitration. The arbitration shall commence thereafter. The arbitration shall be conducted by a sole arbitrator, who will be appointed by the Secretary, ICAR and the procedure to be followed in this respect will be as per the Indian Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be the place from where the contract is issued.

2. **THE BIDDER IS TO FULFILL ALL THE FOLLOWING CONDITIONS AND HAVE TO FURNISH THE DETAILS AND ALL DOCUMENTS AS INDICATED IN SUBSEQUENT PARAGRAPHS WITH BID:-**

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

b) Please furnish the copies of Permanent Account Number (PAN) of Income Tax, Certificate(s) of Registration for Sales Tax/VAT and Service Tax with respective Departments.

c) **Please furnish documentary evidence for conformity of required goods in the form of literature, drawings, data etc. with essential technical and performance characteristics.**

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

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

f) A supplier shall not submit more than one quotation for the same set of goods.

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

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

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

j) The quotation(s)/offer shall remain valid for acceptance for a period not less than 90 days after the specified date of opening of the offers.

3) The quotation shall be sealed in an envelope. The envelope shall be addressed to the purchaser (viz. The Director, NRC on Camel, Shivbari, Jorbeer, Bikaner) and it should also bear the Tender Enquiry No. and the words “SUPPLY, INSTALLATION, and COMMISSIONING OF LABORATORY EQUIPMENT - DO NOT OPEN BEFORE …………………. This envelope should then be put inside another envelope, which will also be duly sealed. The outer envelope will bear the full address of the purchaser.

The supplier must ensure that its tender (i.e. quotation), duly sealed as above, reaches the purchaser at least one hrs i.e. upto 15.00 hrs (3.00 P.M.) on 04.10.2016 before the time and date of opening of tenders. The supplier may, at its choice, send the tender by Registered Post or by Speed post, however, NRCC will not be responsible for any postal delay. Alternatively, the supplier may also hand deliver the tender(s) in to the tender box available in the office of the NRCC.

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

5) The tenders, which are received on time (as per para 3 above), will be opened at purchaser’s office at 16.00 hrs (4.00 PM) on 04.10.2016. The purchaser will open the tenders in the presence of the tenders duly authorized representatives, who choose to attend the tender opening.

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

7) Notwithstanding the above, the purchaser reserves the right to accept or reject any quotation or annul the tendering process and reject all quotations at any time prior to award of the contract and without incurring any liability or obligation, whatsoever, to the affected tenderer or tenderer(s).

8) Please submit your quotation for equipment(s) (i.e. tender) accordingly. You shall sign all the pages of your quotation. Your price quotation may be furnished in the format enclosed as Annexure-II and as per Para-03- of this bid document (i.e. quotation/tender). You are also required to return this original tender enquiry (all the pages), alongwith your Bid (i.e. quotation/tender) as it is, duly signed by you on every page, for our record. You may retain a photocopy of this quotation (i.e. tender) enquiry for your record.
Important:-

1. Interested bidder/suppliers shall have to furnish a DD/PO/BC of Rs.500.00 towards Bid Cost (Non-Refundable) and a separate DD/PO/BC towards Bid Security of each equipment as mentioned on page 1 of this bid document, along with the Bid/Quotation in favour of “ICAR Unit – NRCC, Bikaner”. The Bid/Quotation received without Bid Cost and/or Bid Security shall be out rightly rejected.

2. The successfully bidder/supplier shall have to furnish the Performance Security @ 10% of the quoted/contract value in the shape of Demand Draft or FDR/STDR/Bank Guarantee in favour of “ICAR Unit – NRCC, Bikaner”, within seven days of issue of notification of award by the purchaser. Failure of the successful bidder to comply this requirement shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. The Performance Security shall be valid upto 60(days) after the date of completion of all contractual obligations by the supplier including the Warranty obligation (of 12 months). In the event of any correction of defects or a replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months from the date of correction/replacement and the performance security for the proportionate value (to be determined by the purchaser in consultation with the supplier) shall be extended by 60(sixty) days over and above the extended warranty period. The proceeds of the Performance Security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete its obligations under the contract.

3. The Installation, Testing and Commissioning charges, if any to be charged extra by the Bidder/Supplier, should be quoted separately in the Price Schedule (Annexure-II).

4. Any clarification/doubt regarding manufacturing of the item(s)/Store(s) by the manufacturer should be clarified before hand so as to avoid any sort of confusion of discrepancy during the manufacturing process.

5. If ready made fabricated implement is supplied, it should meet all the specifications.

6. Address of Local Authorized dealer or Service Center should also be furnished.

7. Rates should be quoted including all charges for the supply at NRCC, Bikaner including transportation, if any.

8. Manufacturer Authorization Certificate, if applicable, be attached.

9. Installation & Commissioning of all goods/equipment(s) shall be arranged through necessary/required accessories, free of cost, by the Bidder/Supplier.

Encl.: Annexures I, II.

Administrative Officer
NRC on Camel, Bikaner
## Annexure-I

### SPECIFICATIONS AND OTHER TECHNICAL DETAILS OF REQUIREMENTS AND SERVICES

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Item/Articles</th>
<th>Description of articles with full specifications</th>
<th>Quantity required</th>
<th>Bid Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Laboratory High Shear Emulsifier/Mixer</td>
<td>Bench top Laboratory model; Automated operation with timer and temperature probe; 1 HP Motor with variable speed drive with speed range from 1-10000 rpm; Power lift for raising and lowering the mix head; should be supplied with four interchangeable rotor/stator heads: Slotted head, Disintegrating head, Fine screen head and Axial flow head; All wetted parts should be of SS316 Construction</td>
<td>One</td>
<td>Rs. 6,000.00</td>
</tr>
</tbody>
</table>
## FORMAT OF PRICE QUOTATION

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description of Goods &amp; allied Services quoted</th>
<th>Specifications*</th>
<th>Accounting Unit</th>
<th>Qty.</th>
<th>Quoted Unit Price in Rs.</th>
<th>Total amount in Rs.</th>
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<td>Make-Model-</td>
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<td>In Figures</td>
<td>In words</td>
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<tr>
<td>1.</td>
<td>Laboratory High Shear Emulsifier</td>
<td>One</td>
<td></td>
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<td></td>
<td>Charges for Installation and Commissioning**</td>
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</tbody>
</table>

*Should be strictly As per Annexure-I of the Tender Document

**If any to be charged extra by the bidder/supplier.

Grand Total Cost : Rupees _________________________________ only

Details of applicable Sales Tax/VAT/Service Tax : to be paid extra and the current rate of the same :

We agree to supply the above Goods and their Erection, Installation, Testing and Commissioning at NRCC, Bikaner and also agree for execution of allied services strictly as per specifications given in Annexure-I of this quotation enquiry. We confirm that the same will meet the description, specification and other technical details as required in the tender enquiry.

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

We have furnished all the information, as required in the tender enquiry (including the information and documents required as per Para-2 Page-4 of the tender enquiry) and attached the relevant documents, (In case a tenderer desires to put some additional / modified stipulations, terms & conditions etc. the same may be clearly indicated).

We confirm that our offer will remain valid for acceptance for 90 days after the date of opening of tenders.

........................................

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

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

(Name and address of the tendering firm)

........................................

(Seal of the tendering firm)

Date :