ICAR RESEARCH COMPLEX FOR EASTERN REGION
RESEARCH CENTRE
(Indian Council of Agricultural Research)
Plandu, Ranchi-834 010 (Jharkhand)
FAX: 0651-2260141; e mail : aksingh171162@ rediffmail.com

STANDARD BIDDING DOCUMENTS FOR ICAR FOR

PURCHASE OF GOODS

For Equipments Item No.01 to 07

"Technical Specification"

(pages 29 to 39)

STANDARD BIDDING DOCUMENTS FOR ICAR FOR PURCHASE OF GOODS

CONTENTS

Section No.	Particulars	Page No.
Section I	Invitation for Bids	4
Section II	Instructions to Bidders	6
Section III	General conditions of Contract	16
Section IV	Schedule of Requirements	27
Section V	Technical Specification and Quality Control Requirements	29
Section VI	Questionnaire	40
Section VII/1	Bid Form and Price Schedules	42
Section VII/2	Bank Guarantee Form for Bid Security	46
Section VII/3	Manufacturer's Authorization Form	47
Section VII/4	Bank Guarantee Form for Performance Security (applicable after notification of award)	48
Section VII/5	Contract Form (applicable after receipt of B.G. performance security against notification of award)	50

IFB Reference No. : Tender Notice - 01/2016-2017

भा0कृ0अनु0प0 का पूर्वी अनुसंधान परिसर, अनुसंधान केन्द, पलांडू, रॉची
ICAR Research Complex for Easthern Region, Research Centre, Ranchi
प्लान्डू, रॉची–834010 (झारखण्ड) **Plandu, Ranchi 834010 (Jharkhand)**
Phone No.0651-2260207, 2260141 Fax-226014

TENDER NOTICE- 01/2016-2017

SUPPLY OF LABROTARY EQUIPMENT

On behalf of Secretary ICAR, New Delhi, the Director, ICAR Research Complex for Eastern Region, Patna invites sealed tender/quotaion from the reputed manufacturers or their authorized dealers having valid sales tax/registration from industry department, TAN No. and other credentials for the supply of the following equipments/items:

Sr.No.	Name of equipment	EMD (Rs)	Sr.No.	Name of equipment	EMD (Rs)
1	Stereo zoom Microscope	50,000/-	5	Automatic Nitrogen Analyzer	35,000/-
2	HPLC System	75,000/-	6	Refrigerated Centrifuge	15,000/-
3	CHNS Analyzer	2,00,000/-	7	Deep Freezer	20,000/-
4	Gradent PCR machine	60,000/-			

The detail specification alongwith terms & conditions of tender is available in tender document as well as on the Institute website i.e. http://icarrcer.res.in. Firms availing Tender form by downloading from the website are requested to submit the cost of Tender form Rs.1000/- in favour of "**Head-ICAR-RCER-RC, RANCHI** in addition to the EMD as above.

1. The tender documents can also be obtained from the Cashier on payment of **Rs. 1000/-**in form of cash/ demand draft in favor of "**Head-ICAR-RCER-RC, RANCHI** payable at **State Bank of India, Namkum Branch, Ranchi** on any working day upto 3.30 pm on **23.09.2016.**
2. There will be two bid system. The technical bid will be opened on **26.09.2016 at 1.00 pm** in presence of the bidder or his authorized representatives and financial bid of only technically responsible offers will be opend later on which will be informed to concerned firm on phone/e-mail.
3. This office shall not be responsible for any postal delay.
4. Incomplete tender in any respect or without EMD & tender fee, printed catalogue literatura /drawing/users list, unsigned tender documents, received after due date & time, will be rejected and no correspondence in this regard will be entertained.
5. Interested eligible bidders may obtain further information from the office of Assistant Administrative Officer, ICAR RCER, RC, Plandu, Ranchi, as **Pre-Bid Meeting** and inspect the bidding documents in the office **up to 15.09.2016** at **03.30 P.M.**
6. The Director, ICAR RCER, Patna reserves the right to reject any or all tender(s) without assigning any reasons thereof.

Closing date for sale of Tender : 23.09.2016 upto 3.30 pm
Closing date for receipt of Tender : 24.09.2016 upto 04.30 pm
Opening date of Technical bid Tender : 26.09.2016, 01:00 pm onwards
Opening of Financial bid : to be intimated by e-mail.

Further details & enquiry please visit the Institute website www.icarrcer.in

Sd/
I/c Asstt. Adminrstrative Officer

SECTION I – INVITATION FOR BIDS (IFB)

(IFB Reference No.Tender Notice No.01/16-17

(Date)

1. On behave of **The Secretary, ICAR, the Director, ICAR Research Complex for Eastern Region, Patna** invites sealed bids from eligible bidders for **SCIENTIFIC EQUIPMENTS (as per list).**
2. Interested eligible bidders may obtain further information from the office of Assistant Administrative Officer, ICAR RCER, RC, Plandu, Ranchi, and as **Pre-Bid Meeting** and inspect the bidding documents in the office **up to 15.09.2016** at **03.30 P.M from the date of Advertisement**

ASSISTANT ADMINISTRATIVE OFFICER,
ICAR RESEARCH COMPLEX FOR EASTERN REGION
RESEARCH CENTRE
PLANDU, RANCHI-834 010

3. A complete set of bidding documents in English may be purchased by interested eligible bidder on the submission of a written application to the address given below and upon payment of a non-refundable fee of **Rs.1000/- [Rupees One thousand only]** in the form of a Demand Draft/ Banker's Cheque, drawn on **STATE BANK OF INDIA,** in favour of "**ICAR –RCER,RC**", payable at **NAMKUM (CODE NO.9011).** However, if a bidder so desires, the bidding documents can also be hand delivered to it on receipt of request letter and the applicable non-refundable fee.

ASSISTANT ADMINISTRATIVE OFFICER,
ICAR RESEARCH COMPLEX FOR EASTERN REGION
RESEARCH CENTRE
(Indian Council of Agricultural Research)
Plandu, Ranchi-834 010 (Jharkhand)

4. Bids must be delivered to the address given below on or before **24.09.2016 up to 04.30 P.M.** Late bids shall be rejected. All bids must be accompanied by a bid security (EMD) in INR as mentioned in our tender notice in form of Demand Draft drawn on **STATE BANK OF INDIA,** in favour of "**ICAR-RCER, RC**", payable at **NAMKUM (CODE NO.9011).**

PRINCIPAL SCIENTIST & HEAD,
ICAR RESEARCH COMPLEX FOR EASTERN REGION
RESEARCH CENTRE
(Indian Council of Agricultural Research)
Plandu, Ranchi-834 010 (Jharkhand)

5. Bids, which will be received on time as per para 4 above, will be opened in the presence of the bidders' authorized representatives who choose to attend at the address given below at **01.00 p.m. on 26.09.2016.**

,

ICAR RESEARCH COMPLEX FOR EASTERN REGION
RESEARCH CENTRE
(Indian Council of Agricultural Research)
Plandu, Ranchi-834 010 (Jharkhand)

6. In the event of any of the above dates being declared as a holiday/ closed day for the purchaser, the bids will be sold/ received/ opened on the next working day at the appointed time.

_____

[Asstt..Administrative Officer]

ICAR RESEARCH COMPLEX FOR EASTERN REGION
RESEARCH CENTRE
(Indian Council of Agricultural Research)
Plandu, Ranchi-834 010 (Jharkhand)

SECTION II – INSTRUCTION TO BIDDERS [ITB]

TABLE OF CLAUSES

A. **Introduction**
1. Source of funds
2. Eligible goods and services
3. Cost of bidding

B. **Bidding Documents**
4. Content of bidding documents
5. Clarification of bidding documents
6. Amendment of bidding documents

C. **Preparation of Bids**
7. Language of Bid
8. Documents constituting the bid
9. Bid form
10. Bid prices
11. Bid currencies
12. Indian Agent
13. Documents establishing bidder's eligibility & qualifications
14. Documents establishing good's eligibility and conformity to bid documents
15. Bid security
16. Period of validity of bids
17. Format and signing of bid

D. **Submission of Bids**
18. Sealing and marking of bids
19. Deadline for submission of bids
20. Late bids
21. Modification and withdrawal of bids

E. **Bid Opening & Evaluation**
22. Opening of bids by purchaser
23. Clarification of bids
24. Preliminary examination of bids – unresponsive, substantially responsive and responsive bids
25. Conversion to single currency
26. Evaluation and comparison of bids
27. Bidder's capability to perform the contract
28. Purchaser's right to accept any Bid and to reject any or all Bids
29. Contacting the purchaser

F. **Award of contract**
30. Award Criteria
31. Purchaser's right to vary quantities at the time of Award
32. Notification of Award
33. Signing of Contract
34. Performance Security

INSTRUCTIONS TO BIDDERS [ITB]

A. INTRODUCTION

1. Source of funds

The expenditure to be incurred for this intended purchase will be met from the funds available with the purchaser named in the Schedule of Requirements, hereinafter referred to as "the purchaser".

2. Eligible bidders

This invitation for bids is open to all suppliers, who fulfill the eligibility criteria as well as the qualification criteria, incorporated in this document.

3. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid including samples, drawings, literatures etc., if any. The purchaser will in no case be responsible or liable any such cost, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

4. Content of bidding documents

4.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the invitation of Bids, the bidding documents include:

a) Instruction to Bidders (ITB)
b) General Conditions of Contract (GCC)
c) Schedule of Requirement
d) Technical Specification and Quality Control Requirements
e) Questionnaire
f) Bid Form and Price Schedules
g) Bank Guarantee Form for Bid Security
h) Manufacturer's Authorization Form
i) Bank Guarantee Form for Performance Security
j) Contract Form.

4.2 In case of any contradiction between the stipulations made in ITB & GCC and Schedule of Requirements, the stipulations incorporated in the Schedule of Requirements will prevail over the corresponding stipulations contained in the ITB and/ or GCC.

4.3 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of its bid.

5. Clarification of bidding documents

5.1 A prospective bidder requiring any clarification in connection with the bidding documents may notify the purchaser in writing or by telex or cable at the purchaser's mailing address indicated in the **Schedule of Requirements**. The purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than 21 (twenty one) days prior to the deadline for submission of bids prescribed by the purchaser.

5.2 The purchaser, at its discretion, may send the relevant text of this correspondence [without identifying the source of inquiry] to all the prospective bidders, which have received the bidding documents.

6. Amendment of bidding documents

6.1 At any time prior to the deadline for submission of bids, the purchaser may, for reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

6.2 The amendment will be notified in writing or by telex or cable to all prospective bidders, which have received the bidding documents and will be binding on them.

6.3 In order to provide the prospective bidders with reasonable time in which to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids and other allied time frame having linkage with that deadline.

C. PREPARATION OF BIDS

7. **Language of bid**

7.1 The bid submitted by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser; shall be written in English language. Supporting documents and printed literature furnished by the bidder may be written in other languages, provided they are accompanied by an English translation of their relevant passages in which case, for the purpose of interpretation of the bid, the English translation shall govern.

7.2 The bid submitted by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, may also be written in Hindi language, provided that the same is accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.

8. **Document constituting the bid**

8.1 The bidder shall submit the bid in two parts in separate envelops as under:

a) The financial bid indicating item wise price for the item quoted by them in the technical bid in schedule of requirement (Section IV) Part-1 in accordance with ITB clauses 9, 10 and 11.

b) The Technical bid as per the Schedule of requirement (Section IV) Part 2 & 3 in conformation to the specification of the purchase as per ITB Clause 14.

c) Documentary evidence established in accordance with ITB clause 13 that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.

d) Bid security furnished in accordance with ITB clause 15.

e) The questionnaires (attached as Section VI) with the bidding documents) duly filled in.

Note: A bid, which does not fulfill any of the above requirements and/ or gives evasive information/ reply against any such requirement, shall be liable to be declared unresponsive and summarily rejected.

9. **Bid Form**

9.1 The bidder shall complete the bid form and the appropriate price schedule furnished in the bidding documents in Section IX/1, indicating, inter alia, for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

10. **Bid Prices**

10.1 The bidder shall indicate on the Price Schedule the unit price and total bid prices of the goods it proposes to supply under the Contract. To this end, the bidders are allowed the option to submit the bids for any one or more schedule specified in the 'Schedule of Requirement' and to offer discounts for combined schedules. However, bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids (for the schedule in question) will not be taken into account for evaluation and will not be considered for award.

10.2 Prices indicated on the price schedule shall be entered separately as follow:

I. For goods offered from within India –

a) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including customs, excise and any other duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory or on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the shelf,

b) Any sales or other taxes/ duties including excise duty, which will be payable on the goods in India if the contract is awarded.

c) Charges for inland transportation, insurance and other local costs incidental to delivery of goods to their final destination. The final destination is specified in the Schedule of Requirements and

d) The price of incidental services as and if listed in **Schedule of Requirements.**

e) Any element of cost, taxes, duties, levies etc. not specifically indicated in the bid, shall not be paid by the purchaser.

II. For goods offered from abroad –

a) The price of goods shall be quoted CIF port of entry in India or CIP named place of destination in India as and if specified in the **Schedule of Requirements**. In quoting the prices, the bidder shall use ocean transportation through Indian flag vessels of Indian origin or through vessels of Shipping Conference Lines in which India is a member country. Similarly, the bidder may obtain insurance services from any nationalized insurance company in India.

b) The price of goods shall be quoted FOB port of shipment, as and if specified in the **Schedule of Requirements.**

c) Charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, which is specified in the Schedule of Requirements. AND

d) The price of incidental services as and if listed in the **Schedule of Requirements**.

e) Any element of cost, taxes, duties, levies etc. not specifically indicated in the bid, shall not be paid by the purchaser.

10.3 The terms FOB, CIF, CIP etc. shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.

10.4 The bidder's separation of the price components in accordance with ITB clause 10.2 above will be solely for the purpose of facilitating the comparison of bids by the purchaser and will not in any way limit the purchaser's right to contract on any of the terms offered.

10.5 Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account, unless otherwise specified in

the Schedule of Requirements. If the requirement is for a fixed price bid, a bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB clause 23.

11. **Bid Currencies**

11.1 For domestic goods prices shall be quoted in Indian rupees only. Commission for Indian Agent, if payable, shall also be quoted in Indian Rupees only in a manner as specified in ITB Clause No.12.2. for imported goods prices shall be quoted either in Indian rupees or in the currency of the country of origin of goods. Bids, where prices are quoted in any other way shall be treated as non-responsive and rejected.

12. Indian Agent

12.1 If a foreign bidder has engaged an agent in India in connection with its bid, it will be required to give the following information in the bid:

i. The name and address of the Indian agent with their permanent income tax number.
ii. The details of the services the agent will re-tender.
iii. The amount of remuneration for the agent, included in the FOB component of the bid price.

12.2 The agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in Indian rupees using the telegraphic transfer buying rate of exchange ruling on the date of award of contract and shall not be subject to any further exchange variation.

13. Documents establishing bidder's eligibility and qualifications

13.1 Pursuant to ITB clause 8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

13.2 The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted, shall establish to the purchaser's satisfaction:

a) That, in the case of a bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized (as per authorization form in Section VII/3) by the good's manufacturer or producer to supply the goods in India.
b) That the bidder has financial, technical and production capability necessary to perform the contract and, also, it meets the criteria indicated in the **Schedule of Requirements.**
c) That, in the case of a bidder not doing business in India, the bidder is or will be (if successful) represented by an agent in India equipped and able to carry out the supplier's maintenance, repair and spare parts stocking obligations prescribed by the conditions of contract and/ or technical specifications.
d) That such an agent [with respect to sub-Para C above] is enlisted with Directorate General of Supplies & Disposals, Jeevan Tara Building, Sansad Marg, New Delhi – 110 001, under the scheme of Ministry of Finance, Govt. of India for compulsory enlistment of Indian Agents.
e) If an agent in its bid submits quotations on behalf of more than one manufacturer, it is necessary that each such bid is accompanied by a separate bid form and bid security for each such quotation and authorization from the respective manufacturer (as per authorization form in Section VII/3). Otherwise all such quotations will be rejected as non-responsive.

14. **Documents establishing good's eligibility and conformity to bidding document.**

14.1 Pursuant to Clause 8, the bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the bidder proposes to supply under the contract.

14.2 The documentary evidence for eligibility of the goods and services shall consist of a statement in the price schedule, about the country of origin of the goods and services offered which a certificate of origin issued at the time of shipment shall confirm.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, data etc. and shall consist of:

a) A detailed description of the goods essential technical and performance characteristics.
b) A list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years (or more, if specified in the schedule) following commencement of the use of the goods by the purchaser; and
c) A clause-by-clause commentary on the purchaser's 'Technical Specification' demonstrating substantial responsiveness of the goods and services to those

specifications or a statement of deviations and exceptions to the provisions of the 'Technical Specifications'.

14.4 For purposes of the commentary to be furnished to ITB clause 14.3 c above, the bidder shall note that the standards of workmanship, material and equipment and references to brand names or catalogue numbers, if any designated by the purchaser & its 'Technical Specifications' are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand names and/ or catalogue numbers in its bid, provided that it demonstrates to the purchaser's satisfaction that the substitutions are substantially equivalent or superior to those mentioned in the 'Technical Specifications'.

15 **Bid Security**

15.1 Pursuant to Clause 8, the bidder shall furnish as part of its bid, a bid security of an amount specified in the Schedule of Requirements.

15.2 The bid security is required to protect the purchaser against risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to ITB clause 15.7.

15.3 The bid security shall be denominated in the currency of the bid or in Indian Rupees and shall be in one of the following forms:

a) Demand draft on a scheduled commercial bank of India, drawn in favour of the designated officer of the purchase organization and payable at a place as indicated by the purchaser in the Schedule of Requirements.

b) A bank guarantee, issued by a scheduled commercial bank in India or a bank abroad, duly confirmed by a scheduled commercial bank in India in the form provided in the bidding documents under Section VII/s and valid for 45 days beyond the validity of the bid.

15.4 Any bid from a bidder, not secured in accordance with ITB Clauses 15.1 and 15.3 will be summarily rejected by the purchaser, as non-responsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders' bid security will be discharged/ returned as promptly as possible after the expiration of the period of bid validity prescribed by the purchaser, pursuant to ITB Clause 16, but, barring any unforeseen circumstances, not later than 45 days of the award of contract.

15.6 The successful bidder's bid security will be discharged/ returned upon the bidder, signing and accepting the contract pursuant to ITB Clause 33 and furnishing the performance security, pursuant to ITB Clause 34.

15.7 The bid security may be forfeited:

a) If a bidder:
   i. Withdraws its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder on the bid form; or
   ii. Does not accept the correction of errors pursuant to ITB Clause 24.2.

b) In the case of successful bidder, if the bidder fails:
   i. To accept and sign the contract in accordance with ITB Clause 33; or
   ii. To furnish performance security in accordance with ITB Clause 34.

16 **Period of validity of bids**

16.1 Bids shall remain valid for acceptance for 90 (ninety) days after the date of bid submission prescribed by the purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.

16.2 In exceptional circumstances, the purchaser may solicit the bidder's consent to an extension of the period of bid validity up to a specified period. The request and the response thereto shall be made in writing (or by facsimile or cable or telex, which will be followed by a signed confirmatory copy simultaneously). The bid security provided under ITB Clause 15 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. However, a bidder agreeing to the request will not be required nor permitted to modify its bid.

16.3 If the date up to which the bid is to remain valid happens to be a closed holiday for the purchaser, the bid shall automatically remain valid up to the next working day of that organization.

17. Format and signing of bid

17.1 The bidder shall prepare two copies of the bid, clearly making them "Original bid" and "Duplicate copy of Bid" respectively. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.

17.3 Any interlineations, erasures or overwriting in the bid shall be valid only if the person or persons signing the bid initial them.

17.4 The front page of the bidding documents, containing the signature with date of the official (of the purchase organization) selling/ dispatching the documents and the seal of that office must be returned in original by the bidder along with the original copy of the bid, failing which the bid is liable to be ignored.

D. SUBMISSION OF BIDS

18 **Sealing and marking of bids**

18.1 The bidder shall seal the original and the duplicate copy of the bid in separate envelopes, duly marking the envelopes as "Original" and "Duplicate" respectively. These envelopes shall then be sealed in an outer envelope. (In case more than two copies are required as per specific.

Stipulation in the Schedule of Requirements, the copies of the bids shall be marked accordingly, like "Original", "Duplicate", "Triplicate" and so on. Each copy of the bid shall be sealed in a separate envelope and these envelopes shall then be sealed in outer envelope).

18.2 The inner and outer envelopes shall be:

a) Addressed to the purchaser at the address given in the **Schedule of Requirements.**

b) Bear the invitation of bids *(IFB)* number and the words **"DO NOT OPEN BEFORE 26.09.2016, 01.00 p.m..** *(* the time and date of bid opening, as specified in the* **Bid Data Sheet** *shall be indicated here).*

18.3 Each inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" or if the invitation of bids (IFB) is cancelled.

18.4 If the outer envelope is not sealed and marked as required by ITB clause 18.2, the purchaser will not assume any responsibility for the bid's misplacement or premature opening.

18.5 Bids sent by Telegram, Telex, cable or facsimile are not acceptable and will be rejected.

19 **Deadline for submission of bids.**

19.1 Bids must be received by the purchaser at the address specified under ITB Clause 18.2 not later than the time and date specified in the Schedule of Requirements and the purchaser will provide a receipt (inter alia containing time and date of receipt) for the same. If that specified date happens to be a closed holiday for the purchaser, the bids will be received up to the appointed time on the next working day. If the Schedule of Requirements provides for receipt of bids through "tender box", the bids shall be submitted accordingly as per the instruction given in the Schedule of Requirements.

19.2 The purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 6, in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20 **Late bids**

20.1 Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser, pursuant to ITB Clause 19, will be rejected and/ or returned unopened to the bidders.

21 **Modification and withdrawal of bids**

21.1 The bidder may modify or withdraw its bid after submitting the same, provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.

21.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 18, a withdrawal notice may also be sent by telex or cable or facsimile, but the same must be followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified subsequent to the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder in the bid form. Withdrawal of a bid during this interval may result in forfeiture of the Bidder's bid security pursuant to ITB Clause 15.7.

E. BID OPENING AND BID EVALUATION

22 Opening of bids by purchase

22.1 The purchaser will open the bids in the presence of bidders' representatives, who choose to attend, at the time, date and the place specified in the Schedule of Requirements.

If the specified date of bid opening is declared a holiday for the purchaser, the bids shall be opened at the appointed time and location on the next working day.

22.2 The representative of a bidder, who indents to attend the bid opening, shall bring with him/ her letter of authority from the bidder on the bidder's letterhead duly authorizing him/ her to attend the bid opening. In the absence of such a letter of authority, the representative(s) will not be allowed to enter and attend the bid opening. The bidders' representatives, who attend the bid opening, shall sign a register (which will be provided by the purchaser) evidence their attendance.

22.3 The bidder's name, technical specifications of the goods offered, bid prices, discounts, the presence or absence of the requisite bid security and such other details as the purchaser, at its discretion may consider appropriate will be announced at the bid opening.

22.4 The purchaser will prepare appropriate minutes of the bid opening for its official record.

23 **Clarification of bids**

23.1 During scrutiny and evaluation of bids, the purchaser may, at its discretion, ask a bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

24 **Preliminary examination of bids – unresponsive, substantially responsive & responsive bids**

24.1 The purchaser will examine the bids to determine whether they are complete, whether the required bid validity is available, whether any computational errors have been made, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. While examining the bids, the purchase will also keep in view the requirements as per ITB Clause 8.

24.2 Arithmetical errors, if any, in a bid will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between the words and figures, the amount in words shall prevail. If the supplier does not accept the correction of such errors, its bid will be rejected.

24.3 Prior to the detailed evaluation pursuant to ITB Clause 26, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. A substantially responsive bid is one, which conforms to all the requirements and terms & conditions of the bidding documents, including the specification, and technical parameters of the goods as projected in the bidding document, without material deviations. Deviations from or objections or reservations to the bidding documents' critical position, such as those concerning bid validity, technical specification, performance security, warranty obligations, Force Majeure, taxes & duties and applicable law (governing the contract) will be deemed to be material deviations. Bids from an agent without proper authorization from the manufacturer as per ITB Clause 13.2 (a) shall be treated as non-responsive.

The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.4 The purchaser may waive any minor infirmity; non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidders.

24.5 The conclusion drawn by the purchaser as to the substantial responsiveness or otherwise of a bid or consideration of a minor infirmity or non-conformity or irregularity in a bid is final.

24.6 If a bid is determined as not substantially responsive, it will be rejected by the purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

25 **Conversion to single currency**

25.1 To facilitate evaluation and comparison of bids, the purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable, to Indian rupees at the BC selling market rate of exchange established by the State bank of India for similar transactions as on the date of bid opening.

26 **Evaluation and comparison of bids**

26.1 The purchaser will evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to ITB Clause 24 for each schedule separately. The bid for a schedule will not be considered if the complete requirements covered in the schedule are not included in the bid. However, as stated in ITB Clause 10, bidders are allowed the option to bid for any one or more schedule and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the bids so as to determine the bid or combination of bids offering the lowest evaluated cost for the purchaser in deciding award(s) for each schedule.

26.2 The comparison shall be on CIP destination basis, duly delivered and commissioned (as the case may be) at the destination.

26.3 The purchaser's evaluation of a bid will include and take into account; in addition to bid price and price of the incidental services:

a) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, which will be payable on the goods if a contract is awarded to the bidder; and

b) In the case of goods of foreign origin offered from abroad, customs duties and other similar import duties/ taxes, which will be payable on the goods if the contract is awarded to the bidder.

26.4 The purchaser's evaluation of bid will also take into account the following factors in the manner and to the extent specified in the Schedule of Requirements and amplified in ITB Clause 26.5:

a) Cost of inland transportation, insurance and other costs within India incidental to delivery of the goods to their final destination as stipulated in the Schedule of Requirements.
b) Delivery schedule offered in the bid.
c) The cost of components, spare parts and service.
d) The availability of spare parts and after-sale service in India for the goods offered in the bid.
e) The projected operating and maintenance cost during the life of the equipment.
f) Specific additional criteria.

26.5 Pursuant to Clause 26.4, following evaluation methods will be followed:

a) Inland transportation, insurance and incidentals:

Bidder shall quote separately for inland transportation, insurance and other incidentals for delivery of goods to the required destination as already indicated in the Schedule of Requirements. These costs, incurred in India, shall be quoted in Indian currency. Such costs will be added by the purchaser to the EXW/CIF/CIP bid price.

b) Delivery schedule:

The purchaser requires that the goods mentioned in the 'Schedule of requirements' shall be delivered at the destination within the time schedule specified therein. As and if necessary, the estimated time of arrival of goods from ex-works/ port of entry to the destination will be calculated by the purchaser for each bid after allowing for reasonable transportation time based on the published tariff of Railways, appropriate Road Transport Agencies etc. Bids offering deliveries (as worked out on above lines), which are later than the specified delivery but within the allowable range (as specified in the Schedule of Requirements) will be adjusted during the evaluation by adding a factor equal to the percentage specified in the Schedule of Requirements, to the EXW/ CIF/ CIP price per week of variation from the specified delivery schedule.

c) Cost of components and spare parts:

i. The list of items and quantities of major assemblies, components and selected spare parts, likely to be required during the initial period of operation as specified in the Schedule of Requirements, is annexed to the Technical Specification. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price. OR

ii. The purchaser will draw up a list of high usage and high value items of components and spare parts, along with the estimated quantities of usage in the initial period of operation as indicated in the Schedule of Requirements. The total cost of these items and quantities will be computed from the corresponding unit prices quoted by the bidder and added to the bid price. OR

iii. The purchaser will estimate the cost of spare parts usage in the initial period of operation specified in the **Schedule of Requirements**, based on the information furnished by each bidder, as well as on the past experience of the purchaser or other purchasers in similar situations. Such costs shall be added in the bid price for evaluation.

d) Availability of spare parts and after sales service facilities in India:
The cost to the purchaser of establishing the required service facilities and parts inventories, as outlined in the **Schedule of Requirements** or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

e) The projected operating and maintenance cost during the life of the equipment:
These costs, which form a major portion of the life cycle cost of the equipment, will be evaluated in accordance with the criteria specified in the **Schedule of Requirements** and/ or in the Technical Specifications.

f) Specific additional criteria:
Other specific additional criteria to be considered in the bid evaluation and the corresponding evaluation method shall be incorporated in the **Schedule of Requirements** and/ or in the Technical Specifications.

27 **Bidder's capability to perform the contract**

27.1 The purchaser will determine to its satisfaction whether the bidder, which is selected as having submitted the lowest evaluated responsive bid, is qualified and prima facie capable to perform the contract satisfactorily.

27.2 The determination will take into account the bidder's financial, technical and production capabilities for fulfilling all the requirements of the purchaser as specified in the bidding documents. This exercise will be based upon the examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB Clauses 2 and 13, as well as such other allied information as the purchaser deems necessary and appropriate.

27.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the purchaser will proceed to the next lowest evaluated bid to make a similar determination of the bidder's capabilities to perform satisfactorily.

28 **Purchaser's right to vary quantities at the time of award**

28.1 The purchaser reserves the right at the time of awarding the contract to increase or decrease by up to 25%, the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions.

29 **Contracting the purchaser.**

29.1 From the time of the bid opening to the time of awarding the contract, if a bidder wishes to contact the purchaser on any matter related to the bid, it should do so in writing.

29.2 Any effort by a bidder to influence the purchaser, in the purchaser's decision on bid evaluation, bid comparison or contract award shall result in the rejection of the bidder's bid, besides other suitable administrative actions against the bidder, as deemed fit by the purchaser.

F. AWARD OF CONTRACT

30 **Award Criteria**

30.1 Subject to ITB Clause 28, the purchaser will award the contract to the successful bidder whose bid has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified and prima facie capable to perform the contract satisfactorily.

31 **Purchaser's right to accept any bid and to reject any or all bids.**

31.1 The purchaser reserves the right to accept or reject any bid and to annual the bidding process and reject all bids at any time prior to the award of contract, without thereby incurring any liability, whatsoever, to the affected bidder or bidders.

32 **Notification of award**

32.1 Before the expiry of the period of bid validity, the purchaser will notify the successful bidder in writing, by registered letter or by cable/ fax/ telegram/ telex, to be confirmed in writing by registered letter, that its bid has been accepted. The schedule(s) of requirement and the corresponding quantity of the item(s) ordered, which have been accepted, will, inter-alia, be mentioned in the notification.

32.2 The notification of award will constitute the formation of the contract.

32.3 Upon the successful bidder's furnishing the performance security, pursuant to ITB Clause 34, the purchaser will promptly notify each unsuccessful bidder and will discharge its bid security, pursuant to ITB Clause 15.

33 **Signing of contract**

33.1 At the same time as purchaser notifies the successful bidder that its bid has been accepted, the purchaser will send to the bidder by registered post or speed post, the contract form provided in the bidding documents, incorporating all agreements between the parties.

33.2 Within twenty-one (21) days of issue of the contract form by the purchaser, the successful bidder shall sign and date the contract and return it to the purchaser by registered post or speed post.

34 **Performance Security**

34.1 Within twenty-one (21) days of the issue of notification of award by the purchaser, the successful bidder shall furnish the performance security in accordance with and as per the instructions incorporated in the general conditions of contract with regard to performance security.

34.2 Failure of the successful bidder to comply with the requirement of Clause 33 or Clause 34 shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the purchaser may make the award to the next lowest evaluated bidder or call for new bids.

SECTION – III

GENERAL CONDITIONS OF CONTRACT [GCC]

Table of Clauses

1. Definitions
2. Application
3. Country of origin
4. Standards
5. Use of contract documents and information
6. Patent rights
7. Performance security
8. Inspection and tests
9. Packing
10. Delivery of goods
11. Transportation
12. Insurance
13. Distribution of dispatch documents
14. Incidental services
15. Spare parts
16. Warranty
17. Payment
18. Prices
19. Modification of contract
20. Assignment
21. Sub contracts
22. Delays in suppliers' performance
23. Liquidated damages
24. Termination for default
25. Force Majeure
26. Termination for insolvency
27. Termination for convenience
28. Resolution of disputes
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

GENERAL CONDITIONS OF CONTRACT [GCC]

1. **Definitions**

In this contract the following terms shall be interpreted as indicated:

a) "IFB" means invitation of Bids.
b) "ITB" means instruction to Bidders.
c) "GCC" means General Conditions of Contract.
d) "RC" means Rate Contract.
e) "Contract" means a legal agreement entered into between the purchaser and the supplier, as recorded in the agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
f) "Contract Price" means the price payable to the supplier under a contract for the full and proper performance of its contractual obligations.
g) "Goods" means all the items, materials, equipments and/ or machinery, which the supplier is required to supply to the purchaser in terms of a contract.
h) "Services" means the services ancillary to the supply of the goods, such as transportation and insurance and any other incidental
services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the supplier covered under a contract.

i) "Purchase" means the buyer named in a bidding document and in the corresponding contract, purchasing the goods ordered and includes its successors and/ or assignees.
j) "Consignee" means the individual or body to whom the contracted goods are required to be delivered as per the terms and the conditions incorporated in a contract.
k) "Supplier" means the individual or firm supplying the goods under a contract and includes its successor and/ assignees.
l) "Day" means calendar day of the Gregorian calendar.
m) "Month" means calendar month of the Gregorian calendar.

2. **Application**

2.1 These general conditions of contract (as contained in this section) shall apply to the extent they are not superseded by provisions in other parts of the contract.

3. **Country of origin**

3.1 All goods and services supplied under the contract shall have their origin in India or in the countries, with which the Government of India has trade relations.

3.2 For purposes of this Clause, "origin" means the place where the goods are mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing and substantial or major assembling of components a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of goods and services is distinct from the nationality of the supplier.

4. **Standards**

4.1 The goods supplied under this contract shall conform to the standards mentioned in the 'Technical Specifications' and when no applicable standard is mentioned, to the latest authoritative standards as applicable to the goods country of origin.

5. **Use of contract documents and information**

5.1 The supplier shall not, without the purchaser's prior written consent disclose the contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith to any person other than a person employed by the supplier in the performance of the contract. Also, disclosure to any such employed person shall be made in conference and shall extend only so far as may be necessary for the purposes of such performance.

5.2 The supplier shall not without the purchaser's prior written consent, make use of any document or information enumerated in GCC sub-clause 5.1 except for the purposes of performing the contract.

5.3 Every document other than the contract itself, mentioned in GCC sub-Clause 5.1, shall remain the property of the purchaser and shall be returned (in all copies) to the completion of the supplier's performance under the contract, if so required by the purchaser.

6. **Patent rights**

6.1 The supplier shall at all times indemnify the purchaser, free of cost, against all third-party claims of infringement of patent, trade mark or industrial design rights arising from use of the goods or any part thereof in India.

7. **Performance security**

7.1 Within 21 (twenty one) days after the issue of notification of award by the purchaser, the supplier, shall furnish performance security to the purchaser for an amount of 10% (ten percent) of the contract value, valid up to 60 (sixty) days after the date of completion of all contractual obligations by the supplier including the warranty obligations.

7.2 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 twelve months from the date of the correction/ replacement and the Performance Security for the proportionate value (which will be determined by the purchaser in consultation with the supplier) shall be extended by 60 (sixty) days over and above the extended warranty period.

7.3 In the event of any contract amendment, the supplier shall, within 21 (twenty one) days of issue of such amendment furnish the necessary amendment to the Performance Security, rendering the same valid in all respects in terms of the contract, as amended.

7.4 The proceeds of the Performance Security shall be payable to the purchaser as compensation of any loss resulting from the supplier's failure to complete its obligations under the contract.

7.5 The Performance Security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:

a) Cash in Indian currency.
b) Demand Draft on any scheduled commercial bank of India, to be drawn in favour of the purchaser as indicated in the Schedule of Requirements.
c) Bank Guarantee issues by a scheduled commercial bank of India, in the prescribed form as provided in Section VII/4 of this bidding document.

7.6 Subject to GCC sub-clause 7.4 above, the performance security will be discharged by the purchaser and returned to the supplier on completion of the supplier's contractual obligations including the warranty obligations under the contract.

8 **Inspection and tests**

8.1 The purchaser and/ or its nominated representative(s) shall have the right to inspect and/ or to test the goods to confirm their conformity to the contract specification and other technical details incorporated in the contract at no extra cost to the purchaser. The Schedule of Requirements and the Technical Specification, incorporated in the bidding document, shall specify what inspections and tests, the purchaser requires and where and how they are to be conducted. The purchaser shall notify, in advance, the supplier in writing, of the identity of any representative(s) for this purpose.

8.2 The inspections and tests may be conducted on the premises of the supplier or its subcontractor(s), at the point of delivery and/ or at the goods' final destination. If conducted on the premises of the supplier or its subcontractor(s) all reasonable facilities and assistance including access to relevant drawings, design details and production data, shall be furnished by the supplier to the inspectors at no charge to the purchaser.

8.3 Should any inspected or tested goods fail to conform to the required specifications and standards, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser for conducting the inspections and tests again.

8.4 Where the contract stipulates pre-dispatch inspection by the purchaser's nominated inspecting agency, the supplier shall put up the goods for inspection to the inspecting agency well ahead of time so that the inspecting agency is able to complete the inspection within the stipulated delivery period. If the goods are tendered for inspection at the last moment without providing reasonable time to the inspection agency for completing the inspection, the inspecting agency may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the items have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.

8.5 The purchaser's right to inspect, test and where necessary, reject the goods after the goods' arrival at the final destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by purchaser or its representatives prior to the dispatch of the goods from the country of origin or from the supplier's premises.

8.6 Nothing in GCC Clause 8 shall, in any way, release the supplier from any warranty or other obligations under the contract.

9 **Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during their transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, humid weather and precipitation during transit and open storage. The sizes and weights of the packing cases shall also take into consideration, where applicable, the available inland mode(s) of transport in India, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. Further, limitations and/ or mandatory instructions, if any, in the weights, volumes and sizes of the packages shall also be taken care of by the supplier.

9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements if any, as shall be expressly provided for in the contract, including additional requirements, if any, specified in the Schedule of Requirements and any subsequent instructions given by the purchaser.

9.3 **Packing instructions:**

The supplier will be required to make separate packages for each consignee named in the contract. Each package will be marked by the supplier at its own expense, on three sides with indelible ink/ paint, with the following details:

a) Contract no. & date
b) Name and address of the consignee
c) Name and address of the supplier
d) Brief description of goods
e) Gross weight and outer dimension of the package
f) Country of origin of goods
g) Packing list reference no. and
h) Any other requirement, relevant to the contract.

10 **Delivery of goods**

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified by the purchaser in the notification of award and in the contract.

10.2 For the purposes of the contract, "FOB", "CIF", "CIP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them in the current edition of "Incoterms" which are international commercial shipping terms, published by International Chamber of Commerce, Paris, France.

11 **Transportation**

11.1 Where the supplier is required under the contract to deliver the goods F.O.B., transportation of the goods, up to and including the point of putting the goods on board the vessel at the specified port of loading, shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price.

11.2 Where the supplier is required under the contract to deliver the goods C.I.F. or C.I.P., transportation of the goods to the port of destination or such other specified place of destination in India, as shall be mentioned in the contract, shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price.

11.3 Where the supplier is required under the contract to deliver the goods CIF or CIP within India, the supplier shall arrange the shipment by Indian flag vessels or vessels belonging to Conference Lines in which India is a member. Where the supplier is required under the contract to deliver the goods F.O.B. and also to arrange on behalf and at the expense of the purchaser for ocean transportation on Indian flag vessels or vessels of Conference Lines in which India is a member country the supplier may arrange for such transportation on alternative carriers also if the Indian flag vessels or Conference Line vessels are not available to transport the goods within the time frame specified in the contract. However, before arranging such alternative transportation, the supplier shall obtain prior concurrence of the purchaser for the same.

11.4 The supplier shall not arrange part-shipments and/ or transshipment without the prior written consent of the purchaser.

11.5 In case the supplier violates any of the aforementioned instructions, the supplier shall be liable for all consequences (including financial loss) that the purchaser may face due to such violations.

12 **Insurance**

12.1 The goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture of acquisition, transportation, storage and delivery as indicated below in this Clause (viz. GCC Clause 12)

12.2 Where delivery of the goods is required by the purchaser on C.I.F. or C.I.P. basis, the supplier shall arrange and pay for the cargo insurance, naming the purchaser as the beneficiary where delivery is on F.O.B. basis, the insurance shall be the responsibility of the purchaser.

12.3 In the case of a contract on C.I.F. or C.I.P. basis, the insurance shall be for an amount equal to 110% (one hundred and ten percent) of the CIF or CIP value of the goods from "warehouse to warehouse" (final destination) on "all risks" basis including war risks and strikes.

13 **Distribution of dispatch documents**

13.1 The shipping and other documents as well as dispatch details to be furnished by the supplier to the purchaser and/ or to the purchaser's nominated authorities to enable the purchaser and/ or its nominated authorities to clear and/ or accept the goods will depend on the mode of dispatch of the goods and the terms of delivery, as specified in the Schedule of Requirements and in the contract and subject to the same, the instructions in this regard will be as indicated below: -

a) For goods supplied from abroad:

Within 24 hours of shipment, the supplier shall notify the purchaser and its nominated authorities (as specified in the contract) and the insurance company by cable or telex or fax, the full details of the shipment including contract number, description of goods, quantity, the vessel, the bill of lading number and date/ airway bill number and date, port of loading, date of shipment, port of discharge, expected date of arrival at the port of entry etc. Further, the supplier shall also immediately dispatch by registered air-mail the specified number of copies of the following documents to the above authorities:

i. Supplier's invoice showing contract number, description of goods, quantity, unit price and total amount;
ii. Original and copies of the negotiable, clean, on-board bill of lading marked freight to pay and copies of non-negotiable bill of lading;
iii. Copies of packing list identifying the contents of each package;
iv. Insurance certificate;
v. Manufacturer's/ supplier's warranty certificate;
vi. Pre-dispatch inspection certificate issued by the purchaser's nominated inspection agency (if so specified) and the supplier's factory inspection report; and
vii. Certificate of origin.

The above documents shall be received by the purchaser and other authorities mentioned above at least one week before the arrival of goods at the port or place of arrival and, if not received, the supplier will be responsible for any consequent expenses.

b) For goods supplied from within India:

Within 24 hours of dispatch of the goods, the supplier shall notify the complete dispatch details to the purchaser and/ or the purchaser's nominated authorities (as specified in the contract) and the insurance company. The supplier shall also mail the specified number of copies of the following documents to them:

i. The supplier's invoice showing contract number, description of goods, quantity, unit price and the total amount;
ii. Railway receipt or Delivery note;
iii. Packing list identifying contents of each package;
iv. Insurance certificate;
v. Manufacturer's/ Supplier's warranty certificate;
vi. Pre-dispatch inspection certificate issued by the purchaser's nominated inspection agency (is so specified) and the supplier's factory inspection report; and
vii. Certificate of origin.

The purchaser shall receive the documents at least one week before the arrival of the goods (except where it is handed over to the consignee with all the documents) and if not received, the supplier will be responsible for any consequent expenses.

The documents to be provided by the supplier for claiming payment are specified in GCC Clause 17 ("Payment").

14 Incidental services

14.1 The purchaser may include in the contract any or all of the following services and/ or some additional services, if specified in the Schedule of Requirements and the supplier is required to provide the same.

a) Performance or supervision of on-site assembly and/ or start-up of the supplied goods,
b) Furnishing of tools required for assembly and/ or maintenance of the supplied goods,
c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
d) Performance or supervision or maintenance and/ or repair of the supplied goods, for a period of time agreed to by the parties, provided that this service shall not relieve the supplier of any warranty obligations under the contract, and
e) Training the purchaser's personnel, at the supplier's plant and/ or on-site, in assembly, start-up, operation, maintenance and/ or repair of the supplied goods.

14.2 Prices charged by the supplier for the above-mentioned incidental services, if not included in the quoted price for the goods, shall be quoted separately in the bid itself and shall not exceed the prevailing rates, charged to other parties by the supplier for similar services.

15 **Spare parts**

15.1 As specified in the Schedule of Requirements, the supplier may be required to provide any or all of the following materials, notifications and information pertaining to spare parts manufactured and/ or distributed by the supplier:

a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this will not relieve the supplier of any warranty obligations under the contract; and

b) In the event of termination of production of the spare parts:

i. Advance notice to the purchaser of the pending termination, insufficient time to permit the purchaser to procure needed requirements; and

ii. Immediately following such termination, furnishing at no cost to the purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

15.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods. Other spare parts and components shall be supplied as promptly as possible but in any case within three months of placement of order and opening the letter of credit.

16 **Warranty**

16.1 The supplier warrants that the goods supplied under the contract is new, unused of the most recent of current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and/ or the material used are as per the purchaser's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

16.2 This warranty shall remain valid for 12 (twelve) months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser in terms of the contract or for 18 (eighteen) months from the date of dispatch from the supplier's works for domestic goods or for 21 (twenty one) months after the date of shipment from the port or place of loading in the source country for imported goods, whichever is earlier, unless specified otherwise in the Schedule of Requirements.

16.3 The purchaser shall promptly notify the supplier in writing of any claim arising under this warranty.

16.4 Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the Schedule of Requirements and the contract), repair or replace the defective goods or parts thereof free of cost, at the ultimate destination. The supplier shall take over the replaced parts/ goods at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced parts/ goods thereafter.

16.5 In the event of any correction of a defect or replacement of any defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 (twelve) months from the date, such corrected/ replaced material starts functioning to the satisfaction if the purchaser.

16.6 If the supplier having been notified fails to remedy the defect(s) within a reasonable period (or within the period, if specified in the Schedule of Requirements and the contract), the purchaser may proceed to take such remedial action as may be necessary at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier, under the contract.

17 **Payment**

17.1 The payment shall be made in the currency/ currencies specified in the contract. The supplier shall send its claim (with relevant documents, as required) to the appropriate paying authority as specified in the Schedule of Requirements and the contract. Before claiming any payment, the supplier shall ensure that all the contractual obligations for claiming that payment have been duly fulfilled.

17.2 The payment shall be made in the following manner and on production of the following documents:

A) Payment for goods supplied from abroad:

i. On shipment:

90% of the contract price shall be paid through irrevocable letter of credit established in favour of the foreign supplier in a scheduled commercial bank of India or a bank in the supplier's country acceptable to the purchaser, upon submission of the following documents:

a) Certified copy of the fax sent by the supplier to the purchaser and others as per GCC sub-clause 10.3 (a).
b) Supplier's signed commercial invoice showing contract number, description of the supplied goods, corresponding quantity, unit price and the total value and name(s) of the consignee(s) for the supplied goods.
c) Original clean on board bill of lading marked freight pre-paid consigned to the interim/ port consignee evidencing description of the goods, quantities, relevant details about the contract number etc.
d) Packing list, identifying contents of each package.
e) Insurance policy or certificate in duplicate endorsed in blank with claims payable in India in the currency of the Letter of Credit.
f) Manufacturer's/ supplier's warranty certificate and supplier's factory inspection report.
g) Pre-dispatch inspection certificate issued by the purchaser's nominated inspection agency, if so specified.
h) Certificate of origin.
i) Supplier's certificate confirming that the required documents have been sent to all concerned in terms of GCC sub-clause 10.3(a).
j) Supplier's certificate confirming that the amounts shown in the invoice are correct in terms of the contract and that all the terms and conditions of the contract have been compiled with for claiming this payment.
k) Any other document(s) and/ or modification of above documents specified in the Schedule of Requirements and the contract.

ii) On final acceptance

10% of the contract price of goods received shall be paid within 30 (thirty) days of receipt of goods on submission of the claim supported by the acceptance certificate issued by the purchaser or the purchaser's nominated representative, on completion of obligations as per the bidding documents.

iii) Payment of agency commission:

Payment shall be made in Indian rupees within 30 (thirty) days of presentation of claim supported by a certificate from the purchaser confirming that the goods have been delivered, full 100% payment has been made to the foreign supplier and the supplier and its agent for claiming this payment have performed all other contractual obligations.

This payment (towards agency commission) will be made by the purchaser's paying authority specified in the contract and not through Letter of Credit.

B) Payment for goods supplied from India:

Payment shall be made in Indian rupees by the purchaser's paying authority, as specified in the contract (and not through Letter of Credit), in the following manner:

i) On delivery:

90% of the contract price shall be paid on receipt of the goods by the consignee and upon submission of following documents to the paying authority: -

a) The supplier's invoice showing contract number, description of goods, quantity, unit price and the total amount;
b) Railway receipt or Delivery note;
c) Packing list identifying contents of each package;
d) Insurance certificate;
e) Manufacturer's/ Supplier's warranty certificate;
f) Pre-dispatch inspection certificate issued by the purchaser's nominated inspection agency, if so specified and the supplier's factory inspection report;
g) Certificate of origin;
h) Provisional receipt certificate for the corresponding delivery, issued by the consignee; and
i) Any other document(s) and/ or modification of above documents specified in the Schedule of Requirements and the contract.

ii) On final acceptance:

The remaining 10% of the contract price shall be paid to the supplier within 30 (thirty) days of receipt of its claim, duly supported by the final acceptance certificate for the corresponding delivery issued by the purchaser's representative on completion of obligations as per the bidding documents.

C) Payment for incidental services and supervision:

The incidental services and supervision, if required separately, will be specified in the Schedule of Requirements and in the contract. The payment terms applicable for such services and supervision will also be specified therein.

17.3 Operation of the Letter of Credit:

i) The payments effected through letter of credit, shall be subject to the latest Uniform Customs and Practice for Documentary Credit, of the International Chamber of Commerce;

ii) If requested specifically by the supplier, the letter of credit will be confirmed, but the cost for the same shall be charged to the supplier's account

iii) If the letter of credit is required to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof shall be to the supplier's account.

18 **Prices**

18.1 Prices charged by the supplier for the goods supplied and the services performed under the contract shall not vary from the prices quoted by the supplier in its bid with the exception of any price adjustment authorized in the **Schedule of Requirements.**

19 **Modification of contract**

19.1 The purchaser may at any time, by a written order given to the supplier pursuant to GCC clause 31, make changes and modifications within the general scope of contract in any one or more of the following:

a) Drawings, designs or specifications, where goods to be supplied under the contract are to be specifically manufactured for the purchaser,
b) The mode of packing,
c) The mode of dispatch,
d) The place of delivery,
e) The services to be provided by the supplier, and/ or
f) Any other area(s) of the contract, depending on the merits of the case.

19.2 If any such change causes in increase or decrease in the cost of, or in the time required for the supplier's performance of any provision under the contract, an equitable adjustment shall be made in the contract price or contract delivery schedule or both, and the contract shall be amended accordingly. Any claim by the supplier for adjustment under this clause must be asserted within 21 (twenty-one) days from the date of the supplier's receipt of the purchaser's amendment/ modification of the contract.

19.3 Subject to GCC sub-clause 19.1 and 19.2, no variation in or modification of the terms of the contract shall be made except by written amendment signed by both the parties.

20 **Assignment**

20.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

21 **Sub Contracts**

21.1 The supplier shall notify the purchaser in writing of all sub-contracts awarded under the contract, if not already specified in its bid. Such notifications, in its original bid or later shall not relieve the supplier from any liability or obligation, whatsoever under the contract.

21.2 Subcontract shall be only for bought-out items and sub-assemblies.

21.3 Subcontracts must comply with the provisions of GCC Clause 3.

22 **Delays in the supplier's performance**

22.1 Delivery of the goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser in the "Schedule of Requirements".

22.2 Except as provided under GCC Clause 25, any unexcused delay by the supplier in maintaining its contractual delivery obligations shall tender the supplier liable to any or all of the following sanctions:

Impositions of liquidated damages,
Forfeiture of its performance security and/ or
Termination of the contract for default.

22.3 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s) after the receipt of the supplier's notice, the purchaser, as soon as practicable, shall evaluate the situation and may at its discretion extend the supplier's time

for performance in which case the extension of the delivery period shall be ratified by issuing an amendment to the contract.

22.4 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/ or any other expense related to such supply shall lie against the purchaser.

23 **Liquidated damages**

23.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or perform the services within the time period[s] specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to 0.5% (half percent) of the delivered price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance up to a maximum deduction of 10% (ten percent) of the delayed goods or

Services contract price. Once the maximum is reached the purchaser may consider termination of the contract if the same have not been terminated already.

Further, during the above mentioned delayed period of supply and/ or performance, the supplier, not withstanding any stipulation in the contract for increase in price for any ground, shall not be entitled to any increase in price and cost whatsoever, which take place during the period of delay. But, nevertheless, the purchaser shall be entitled to the benefit any decrease in price and cost on any ground during that period of delay.

24 **Termination for default**

24.1 The purchaser, without prejudice to any other remedy for breach of contract, may by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 22.

24.2 In the event the purchaser terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1, the purchaser may procure upon such terms and conditions and in such manner as it deems appropriate goods and/ or services similar to those undelivered and the supplier shall be liable to the purchaser for any excess cost for such similar goods and/ or services. However, the supplier shall continue to perform the contract to the extent not terminated.

25 **Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22, 23 and 24, the supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

25.3 If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26 **Termination for insolvency**

26.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser may terminate the contract by giving written notice to the supplier without any compensation to the supplier provided that such termination will not prejudice or affect any right of action or remedy which has accrued and/ or will accrue thereafter to the purchaser.

27 **Termination for convenience**

27.1 The purchaser by written notice sent to the supplier may terminate the contract in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for the purchaser’s convenience the extent to which performance of the supplier under the contract is terminated and the date with effect from which such termination becomes effective.

27.2 The goods that are complete and ready for shipment within 30 (thirty) days after the supplier's receipt of notice of termination shall be accepted by the purchaser at the contract terms and prices. For the remaining goods, the purchaser may elect:

a) To have any portion completed and delivered at the contract terms and prices; and/ or
b) To cancel the remainder and pay to the supplier an agreed amount for partially completed goods and services and for materials and parts already procured by the supplier for fulfilling the contractual obligations.

28 **Resolution of disputes**

28.1 If any dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or arising out of the contract the parties shall make every effort to resolve the same amicably by mutual consultations.

28.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration as hereinafter provided as to the matter in dispute and no arbitration in respect of this matter may be commenced unless such notice is given.

28.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with GCC sub-clause 28.2 shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

28.4 The dispute resolution mechanism to be applied pursuant to GCC sub-clause 28.3 shall be as follows: -

a) In the case of a dispute or difference arising between the purchaser and the supplier relating to any matter arising out of or connected with the contract such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of three arbitrators, one each to be appointed by the purchaser and the supplier. The two arbitrators so appointed by the parties and shall act, as presiding arbitrator shall choose the third arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of thirty days from the appointment of the arbitrator appointed subsequently the presiding arbitrator shall be appointed by the Indian Council of Arbitration or President of the Institution of Engineers (India).
b) The decision of majority of arbitrators shall be final and binding upon both the parties.
c) The cost and expenses of the arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

28.5 However, where the value of the contract is Rs.15 lakhs (Rupees one and a half million) and below the disputes or differences arising in it shall be referred to a sole arbitrator. The sole arbitrator shall be appointed by mutual agreement between the parties. If the parties fail to agree on the arbitrator within 30 (thirty) days from the receipt of a request by one party from the other party to so agree, the appointment shall be made upon request of a party, by the Indian Council of Arbitration or the President of the Institution of Engineers (India).

28.6 The venue of arbitration shall be the place from where the contract is issued.

29 **Governing language**

29.1 The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written in English.

30 **Applicable law**

30.1 The contract shall be interpreted in accordance with the laws of India.

31 **Notices**

31.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by cable, telex or facsimile and confirmed in writing to the addresses specified in the Schedule of Requirements.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32 **Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees and other such levies imposed outside India.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees etc. incurred until delivery of the contracted goods to the purchaser.

32.3 Further instruction if any shall be as provided in the Schedule of Requirements.

SECTION – IV

SCHEDULE OF REQUIREMENTS

There are three parts under Schedule of Requirements

Part – 1 mentions the details of requirements and allied services, schedule wise separately.

Part – 2 provides the specific information and details in relation to the corresponding clauses of Section II (Instructions to Bidders). Part – 3 provides specific information and details in relation to the corresponding clauses of section III (General Conditions of Contract). Provision of Clause 4.2 of instruction to Bidders shall apply.

Part – 1, Part – 2 and Part – 3, applicable for these bidding documents are provided in the subsequent pages.

Part -1 of Schedule of Requirements (Section – IV)

Schedule – I

Sl.No.	Brief description of goods	Accounting unit	Quantity	Bid Security (Rs.)	Delivery schedule
1.	**Stereo zoom Microscope**	**ICAR-RCER, RC, Ranchi**	**01**	**50,000/-**	**As per G.C.C.**
2.	**HPLC System (Fully Software Controlled binary gradient analytical come semi prep HPLC)**	**----Do-----**	**01**	**75,000/-**	**----Do-----**
3.	**CHNS Analyzer**	**----Do-----**	**01**	**2,00,000/-**	**----Do-----**
4.	**Gradient PCR machine**	**----Do-----**	**01**	**60,000/-**	**----Do-----**
5.	**Automatic Nitrogen Analyzer**	**----Do-----**	**01**	**35,000/-**	**----Do-----**
6.	**Refrigerated Centrifuge**	**----Do-----**	**01**	**15,000/-**	**----Do-----**
7.	**Deep Freezer (-20^{0}C)**	**----Do-----**	**01**	**20,000/-**	**----Do-----**

Amount of Bid Security: **flat rate of EMD as mentioned in our tender notice No. 01/2016-17 and Tender fee Rs. 1000/- required for each separately.**

Note:

(While indicating the brief description of goods, there may be some allied services also required such as installation, commissioning, training etc. Each of the service required may be indicated below for the bidder to quote his specific rate for the service. The corresponding time schedule for commencement and completion of such services should also be indicated. The reference should also be drawn to the corresponding detailed specifications and other quality control requirements to be provided under Section – V. Scope of additional incidental services, if required, is also to be listed here if the SBD contains more than one schedule, each schedule should be projected separately under separate sheets. Corresponding specification and other technical details should also be provided in separate sheets accordingly, under Section – V).

Part – 2 of Schedule of Requirements (Section – IV)

……**Specification Attached**……..

……

……..

Part – 3 of Schedule of Requirements (Section – IV)

……**Specification as per attached annexure**……..

……

……..

TECHNICAL SPECIFICATION

AND QUALITY CONTROL REQUIREMENTS

1.Stereozoom microscope

Specifications

1. Automated Stereozoom microscope with Common Main Objective lead-free.
2. Motorized focus.
3. Zoom range 15.0-20.5:1
4. Magnification 7.0-8.0x-100-160 with 1.0x objective & 10x eyepiece.
5. Resolution 350-525 lp/mm with 1.0x objective.
6. Numerical aperture 0.175
7. Optical path should give maximum resolution & maximum depth separately but simultaneously to get best of observation through “Fusion Optics”.
8. Control panel for all auto functions.
9. LCD display of all major parameters in front of microscope
10. Observation tube trinocular with 100%-100% light path.
11. Transmitted light stand with Rottermann Contrast TM, bright field and two sided dark field
12. Cold reflected light.
13. Digital cooled colour camera with CCD sensor (2/3")
    - active cooling delta 20°C for reduced noise levels
    - max. image size 2560x1920 pixel, 5 Mega pixels
    - fast live image 1280x960 pixel with 18fps
    - Pixel size 3.4 µm x 3.4 µm,
    - High dynamic range >58dB / 800:1
    - gain 1x - 10x,
    - Single Fire wire-B connector for data and power
    - Complete camera kit including Software for camera control, Firewire B-B cable 2.5m, PCI-express card with 2 Firewire-B connections
    - Supported Operating systems WinXP/Win7/Win8

Terms and Conditions

1. The supplier must provide installation, commission, and training for a group of technical staff/students from operating microscope to complete structure determination/solution at site without any additional cost with supply of all relevant manuals and documents in printed format. Exhaustive soft and hard copy of installation operation, users, applications manuals, maintenance & service manuals shall include system interconnection diagram, general arrangement of equipment drawing, complete circuit diagram, trouble shooting tips & diagnostic methods.
2. The Company should provide minimum of 2 **years Comprehensive Warranty** (CMC) on the whole system.
3. A **compliance table** as per the specification point by point must be submitted by the firm.
4. **Original technical brochure** of the quoted models should be enclosed. Quotations from firms must clearly indicate details of after-sale service including response time at ICAR-RCER, RC, Ranchi and **list of users** (in ICAR) with updated telephone numbers and addresses and complete literature of equipment to be provided.
5. The system should have Q3 certificate i.e. Installation Qualification, Performance Qualification and Operational Qualification on the site.
6. The firm should have a good service and application support backup.
7. Manufactured as per international safety standards i.e., IEC1010 and 1010-2 standard and CE/ISO 9001 manufacturer certificate to be enclosed with the offer.

2. HPLC system

(Fully Software Controlled binary gradient analytical come semi prep HPLC**)**

Specifications

01. Pump

- Gradient formation: High pressure binary mixing
- Solvent delivery unit should contain two individual pumps
- High precision dual plunger design
- Individual pump Flow rate range: 0.0001ml to 10.0 ml (0.001mL - to 10.0 ml) in 0.01 ml increments
- Max. Operating Pressure up to 40 MPa or better
- Flow rate accuracy: ±1% or 10 µl/min whatever is greater
- Pulsation- 0.03 MPa or better
- Flow Rate Precision: 0.06% RSD or better
- Should have built in self diagnostic and auto Purge function
- Automatic plunger rinsing kit
- Gradient mixing for analytical, semi-micro & semi-prep modes

Solvent Degasser

- Degassing Channels: two or four, analytical degasser channels
- Maximum flow rate: ≥10 ml/min or more per channel
- Materials in contact with solvent: PTFE /Teflon

02. Photodiode Array detector

- Light Source D2 and W lamps
- No of Diodes 512 or more
- Wavelength accuracy-± 1nm
- Wave length precision-± 0.1nm
- Noise $0.6x10^{-5}$AU or better
- Wavelength range :190~800 nm
- Drift : $0.5x10^{-3}$Au/hr or better
- Linear absorbance range > 2 AU (5 %) at 254 /265 nm
- Band width of 1.2 nm for high peak resolution
- Flow cell with standard capacity and path length (10mm or less) and with temperature control and withstand pH range 1-10, pressure limit (<1000psi)
- Built in mercury lamp for wave length accuracy check
- Data Acquisition rate 80 Hz or more

03. Rheodyne Manual Injector with 20ul and 500ul loop with 25ul and 500ul syringe with mounting plate

04. Software:

- Software under WINDOWS 8/intel core i7 processor platform on 32/64 bit technology
- Digital acquisition & processing system should ensure speed & stability of data
- Single access point for system administration, data acquisition, post run analysis and long –term data management.
- Seamlessly integrated to enable data archiving for instrument to provide 21 CFR parts 11compliance for electronic signatures and record security

05. Columns: C8/C18 column 250mm/150 mm x 4.6 mm x 5 micron and Preperative column of 250x 10mmx 10 micron 1no. each with Guard column

06. HPLC Start-up kit with 4 no's of solvent bottles

07. Reservoir tray 1 no

08. Branded PC, 4 GB RAM or more, 1 TB or more HDD, about 21 inch LED monitor and 2 number of front side USB ports with licensed windows 7 professional or better, PRINTER & ONLINE 2 KVA UPS with 30 minute power backup 1 no each

09. WARRANTY 2 YEARS from the date of Installation of the system.

10. Installation, demonstration of the Instrument & training to the scientific personnel should be inclusive in the offer.

3. CHNS- Analyzer

SI. No.	SPECIFICATIONS
1.	PC Controlled Elemental Analyzer with all essential accessories for the quantitative simultaneous analysis of Carbon, Hydrogen, Nitrogen and Sulfur in Solid and liquid (Soil-Plant-Water) samples .
2.	To ensure effective separation for complex matrix samples, the system should have two furnaces for combustion and reduction with independent temperature control through software. Systems should have upgradation option.
3.	Furnace temperature up to 1200^0C. Furnace working on low voltage for electric shock safety and long life with 10 years warranty provide by the manufacturer.
4.	Column should not require be changing /refilling for at-least 1,000 sample analysis. Complete instrument control over elution process with provision of auto zero of baseline after each element elution as well as after each sample so as to ensure accurate measurements with low sample weights and elemental concentrations.
5.	Should incorporate ash finger so that ash can be removed on regular interval from combusted samples without the need to change the combustion tube and halogenated compounds do not affect combustion
6.	Detector : Thermal Conductivity Detector or any advanced detector. A warranty of 10 years on Detector should be provided by the manufacturer.
7.	Sample size : 0.01 – 500 mg (according to the sample nature) Detection range: 0.01 (100 ppm) to 100% for all elements of CHNS Sensitivity: Less than 1.0 µg or better for CHNS
8.	Analysis Time: 3-5 min for all the elements with Complete baseline separation, irrespective of sample size, matrix or analysis mode.
9.	It should have electromechanical auto sampler system with 60 positions or more in single tray for both solid & liquid Sampling. It should be possible to remove the auto sampler without having to shut of gas supplies or evacuate the flow path for loading more samples. Zero blank sample injection system without keeping the whole auto-sampler under inert atmosphere.
10.	It Should be Windows based and should have display of set and actual pressures, flow rates, temperatures, number of samples analyzed with provision for setting maintenance interval with warning when maintenance needed. Software should be CFR 21 compliant, LIMS capability and with access through internet. It Should have segmented leak check through software to enable identification of exact position of leak. The System should have built in Carrier Gas purifier. Multipoint calibration, regression liner, stable over months.
11.	To be supplied with all consumables sufficient for 4000 liquid and 4000 solid samples analysis.
12.	Direct Total Inorganic Carbon measurement attachment for solid samples such as soils & plants to be equipped with the analyzer.
13.	CHNS-Elemental Analyzer should be equipped with a Microbalance of sensitivity up to 6 place i.e. 0.001 mg or more with facility for automatic weight transfer to Elemental Analyzer to avoid post script error. Microbalance with interface to analyzer for direct transmission of weighing data.
14.	System should be supplied complete with combustion and carrier gas cylinders, regulators with all connection tubing to the instruments. The Gases should be of high purity of 99.9995 %.
15	Supplied with At least 4000 Consumables for CHNS analysis with suitable Organic Certified Reference Standard & Plants and Soil standards with diversified Carbon & Nitrogen compositions or ratio and have extended expiry date of 10 years.

16	Supplied with latest available computer with Core i7 processor with 4 GB DDR 2 RAM, 1 TB HDD, DVD Drive , 18.5" LED-HD monitor, optical mouse, key board and Colour Laser printer.
17	Supplied with Liquid sample sealing press for cold sealing of volatile samples under purging. Liquid sample preparation accessories / sealing device etc
18	5 KVA UPS or more but appropriate to take the complete load of equipment including the PC Printer for 20 samples of CHNS Analysis- backup.
19	Catalogue in original with all technical specifications printed on the catalogue. At-least 5 users available for this instrument or similar types of application with all types of attachment need to be provided.

Terms and Conditions

1. The supplier must provide installation, commission, and training for a group of technical staff/students from operating the instrument to complete structure determination/solution at site without any additional cost with supply of all relevant manuals and documents in printed format.

2. **Warranty & Maintenance contract**: The supplier shall warrant equipment, system components for a minimum period of three years following satisfactory installation and commissioning. The defects, if any, during the guarantee/warrantee period are to be rectified free of charge by arranging free replacement wherever necessary. Any expenditure including government levies on account of the replacement are to be borne by the supplier/agent.

The supplier shall offer an annual test & maintenance agreement for three years, consisting of the following:

Regularly and systematically examine, test and adjust all system components. Submit test reports that certify all components have been tested and the system is in proper working order and functions in accordance with this specification.

3**. Please submit & confirm** the following that will be complied with by the vendor during supply of the system.

a) Spares & service Support: Please certify that the instrument supplied shall be of latest technology and model, so that you would support with onsite service and spares for next 10 years.

b) Exhaustive soft and hard copy of installation operation, users, applications manuals, maintenance & service manuals shall include system interconnection diagram, general arrangement of equipment drawing, complete circuit diagram, trouble shooting tips & diagnostic methods.

c) Standard toolkit shall be provided for general maintenance service.

d) Recommended essential spare parts and consumables with budgetary price.

e) Complete system pre-installation requirements.

4. **Installation & Testing**: The installation shall be completed with in a week from the date of intimation regarding the arrival of the equipment in the institute. A Penalty equivalent to 1% of the value of the goods will be levied for every week's delay in installation. The installed system shall be performance tested at our premises in accordance with the manufacturer's/supplier's recommendation/specifications. Tests shall demonstrate the proper operation of the instrument and all components.

4. Specification of Gradient PCR machine

1. Thermal cycler with gradient facility, with peltier heating and cooling based system, capable of to run 2 program simultaneously
2. Modular system Block option should be 48x48x0.2ml, 96 well & 384 well with gradient
3. Should have reduced mass sample block to offer setting time of 10secs
4. Maximum ramping rate 5 degree centigrade/sec and average ramp rate of 3 degree centigrade/sec
5. Should come with O ring hermetic seal & honey comb block
6. Should be upgradeable to true 6 color real time PCR system
7. Temperature range should be 0-100 degree centigrade
8. Temperature differential range should be 1-24 degree centigrade
9. Temperature accuracy±0.2 degree centigrade of programmed target at 90 degree centigrade
10. Gradient accuracy ±0.2 degree centigrade of programmed temperature at end rows
11. Temperature uniformity ±0.4 degree centigrade well to well within 10 sec of arrival at 90 degree centigrade
12. Should have intuitive 8.5" touch screen interface which can display graphics in high resolution easy programming
13. Should have the feature of 'instant incubation' to keep samples at constant temperature for ligation and restriction digests
14. Memory ≥1000 typical programs onboard with further expansion through a USB flash drive for transfer of files
15. Temperature control modes Calculated and black
16. Programming options Graphical, text – based, automatic
17. Exportable programme logs, system run logs
18. Security features password protected folders and secured mode for highly regulated environments
19. PC compatibility windows XP or higher
20. Input power must be 400W, 100-240 VAC, 50-60 Hz
21. Should be licensed PCR machine

General Terms & Conditions: The supplier must provide installation, commission, and training for a group of technical staff/students from operating the equipment to complete structure determination/solution at site without any additional cost with supply of all relevant manuals and documents in printed format. Exhaustive soft and hard copy of installation operation, users, applications manuals, maintenance & service manuals shall be provided. The Company should provide minimum of 3 years Comprehensive Warranty (CMC) on the whole system. A compliance table as per the specification point by point must be submitted by the firm. Original technical brochure of the quoted models should be enclosed. Quotations from firms must clearly indicate details of after-sale service including response time at ICAR-RCER, RC, Ranchi and list of users (in ICAR) with updated telephone numbers and addresses and complete literature of equipment to be provided. The system should have Q3 certificate i.e. Installation Qualification, Performance Qualification and Operational Qualification on the site. The firm should have a good service and application support backup. CE/ISO 9001 manufacturer certificate to be enclosed with the offer.

5. Automatic Nitrogen Analyzer

Specifications

A.Automatic Digestion System :

- Twenty Place 250 ml capacity PC Compatible Block Digestion System with Casted Aluminum Alloy Heaters
- Direct USB Port for PC/Laptop Connectivity, TFT Graphic Touch Screen Display.
- Unique wireless mouse to operate touch screen without PC at a distance of 2 mtrs from equipment.
- Data logging with real time clock, Memory stick for data storage with separate port in mother board,
- 70 programs & 12 sequence steps, PC chart software, Live graphical representation of time/temp. gradient
- Live Schematic process flow feature with display of various stages with facility to have print options
- Software enables multiple unit monitoring with multi user login feature
- Auto lift for automatic loading of samples tubes before digestion and automatic lifting of hot digestion tubes along with the rack after completion of digestion, Mother board of digester controls the auto lift mechanism and the operation of scrubber
- Inbuilt software program for micronutrient, macro nutrient, trace element, diacid and triacid analysis.
- Remote Control Module for wireless data monitoring, control and transfer to PC at a distance of 20 mtrs from equipment
- Electrical Requirement: 230 V, 50 Hz AC Mains.

B.Automatic Scrubber System

- **Four Stage Fully Automatic Microprocessor based acid neutralization scrubber** with digital display integrated online with motherboard of digestion system with inbuilt pump for water recirculation
- Should automatically start on operation of digestion system, Should automatically stops on completion of digestion cycle with a delay time of 5 minutes to remove residual fumes.
- Auto waste disposal & auto drain of tank water after pre programmable consecutive operations, Incorporates indication of drain cycles, low level indication and high level indication,
- Auto fill error in case of absence of inlet water in tank and the system automatically switches off with alarm.
- Inbuilt auto error diagnostic and safety features. Electrical Requirement: 230v/50Hz AC Mains.

C. Automatic Distillation System

- Auto sequencing Programmable Microprocessor based Distillation with inbuilt software, Colour Touch Screen high resolution TFT LCD Display, Large 4.3" screen
- Auto Intelligent run of programmable steps, Addition of Boric Acid, Dilution, KMNO4 Addition for Available Nitrogen, Alkali Addition, Steam Processing, Residue Removal, Process over indication with alarm with inbuilt delay time features, Automatic Titration Connectivity feature for future upgradation, Aspiration of Receiver Residue.
- Flow diagram display to show live auto sequencing steps at each stage of process, Data table export to excel
- Facility to program and control distillate volume for determination of available nitrogen.
- Auto sensing of "NO WATER" condition in condenser & steam generator with alarm & signal to alert user.
- Auto deactivation of operation after warning on no water condition in case of user non availability

- Enables Automatic monitoring and measuring of high temperature in distillate with sensor for auto warning signal and safety alarm to alert user to control distillate temperature.
- Continuously measured temperature is displayed digitally.
- Auto door open warning indication, Auto tube insert error indication. Auto deactivation of System on error diagnosis, Adjustable steam power, Auto online water saving mechanism, Auto reagent Level Sensor with Alarm for Reagents, Stainless steel non corrosive steam Generator
- Inbuilt Automatic Printer for direct print out of results without connecting to PC.
- Automatic calculation of results on input of titre value in terms of percentage of Protein/N2.
- Automatic water level monitoring & Perilstatic pump for reagents addition
- Electrical Requirement - 220 - 230V/50Hz.
- Company should have good performance track record of at least 10 years with references of users of similar equipment. The Supplier should be ISO certified, CE Certified to fulfill good laboratory practice norms of International Safety requirements to ensure quality standard with certified calibration. The original Manufacturers of laboratory equipments should have at least Rs. 1 crore per annum turnover in the past 3 years towards financial capability. The instrument shall strictly confirm to the specifications with relevant brochure. The company should be reputed supplier should not be blacklisted or should not have any adverse remarks in the past.
- Spares should be made available for minimum period of **10** years after the warranty period by the supplier.
- Catalogue in original with all technical specifications printed on the catalogue. At-least 5 users available for this instrument or similar types of application with all types of attachment need to be provided.

Warranty & Maintenance contract: The supplier shall warrant equipment, system components for a minimum period of three years following satisfactory installation and commissioning. The defects, if any, during the guarantee/warrantee period are to be rectified free of charge by arranging free replacement wherever necessary. Any expenditure including government levies on account of the replacement are to be borne by the supplier/agent.

The supplier shall offer an annual test & maintenance agreement for three years, consisting of the following: Regularly and systematically examine, test and adjust all system components. Submit test reports that certify all components have been tested and the system is in proper working order and functions in accordance with this specification.

Please submit & confirm the following that will be complied with by the vendor during supply of the system.

a) Spares & service Support: Please certify that the instrument supplied shall be of latest technology and model, so that you would support with onsite service and spares for next 10 years.

b) Exhaustive soft and hard copy of installation operation, users, applications manuals, maintenance & service manuals shall include system interconnection diagram, general arrangement of equipment drawing, complete circuit diagram, trouble shooting tips & diagnostic methods.

c) Standard toolkit shall be provided for general maintenance service.

d) Recommended essential spare parts and consumables with budgetary price.

e) Complete system pre-installation requirements.

6. Refrigerated Centrifuge

1. Refrigerated centrifuge capable of supporting different type of rotors
2. Small foot print (table top) (31 x 60 x 25 cm) approx.
3. Min speed (RPM): 12000-14,000 with accuracy of 10 rpm.
4. Min. RCF: 18000-20,000 x g
5. Temperature ranges from at least -9 ^{0}C to +40 ^{0}C with CFC free refrigeration system for fast and stand by cooling facility (Room temperature to 4°C within 10 min). Sample temperature should be 4°C or less at max speed
6. System should have dedicated short spin key for short spin.
7. Facility to run the 30 × 1.5/2 mL micro tubes
8. Time pre-selection: short run, 0 - 99 min, continuous run
9. Microprocessor controlled "Touch Screen" or alphanumeric LCD Screen for display of set & run parameters i.e. speed, RCF, temperature, run time, etc.
10. Maintenance-free, noiseless (even at the highest speed) and brushless drive motor
11. Different curves for acceleration and deceleration
12. Imbalance identification and auto cut off
13. Error message alarm indicator
14. Automatic rotor identification system.
15. Motorized lid lock with automatic lid opening after run
16. User defined 30-40 Programmable storage memory for routine experiments
17. Provision for changes in parameters during centrifugation
18. Emergency lid release should be integrated in to front panel of the instrument for easy access
19. System should have the condensation drain in the rotor chamber bowl
20. Compact system should be space saving and easy one handed operation
21. System to operate at: 220-240V AC, 50/60 Hz
22. System should have International certification
23. System should be quoted with suitable voltage stabilizer.

Required Accessories

1. A suitable auto clavable fixed- angle rotor for 6 × 80 ml

At least speed (RPM) : ~12,000

At least RCF : 18000- 20,000 x g with 15 and 50 ml adaptors.

2. A suitable auto clavable fixed-angle rotor for at least 30 × 1.5/2 mL micro tubes

At least speed 12,000-14,000 rpm. with 0.5 ml adaptors

General Terms & Conditions: The supplier must provide installation, commission, and training for a group of technical staff/students from operating the equipment to complete structure determination/solution at site without any additional cost with supply of all relevant manuals and documents in printed format. Exhaustive soft and hard copy of installation operation, users, applications manuals, maintenance & service manuals shall be provided. The Company should provide minimum of **3 years Comprehensive Warranty** (CMC) on the whole system. A **compliance table** as per the specification point by point must be submitted by the firm. **Original technical brochure** of the quoted models should be enclosed. Quotations from firms must clearly indicate details of after-sale service including response time at ICAR-RCER, RC, Ranchi and **list of users** (in ICAR) with updated telephone numbers and addresses and complete literature of equipment to be provided. The system should have Q3 certificate i.e. Installation Qualification, Performance Qualification and Operational Qualification on the site. The firm should have a good service and application support backup. Manufactured as per international safety standards i.e, IEC1010 and 1010-2 standard and CE/ISO 9001 manufacturer certificate to be enclosed with the offer.

7. Deep Freezer (-20 ^{0}C)

- Capacity should be 340 liters or more
- Roller coaster mounted
- System should be provided with locking facility
- Large LED digital external temperature display
- Thermostat to maintain temperature
- Fast freeze switch.
- Stainless steel interior
- Mains warning lamp.
- Castor at the back and adjustable feet in front.
- Five to eight shelves/pull out drawers
- Low noise level **:** Around 50 dB(A)
- 100% pure natural refrigerants
- CFC/HCFC free heavy duty compressor
- Puff with cyclo-pentane insulation.
- Temperature Range: -17 ^{0}C to -24 ^{0}C
- Built in condenser with fast freeze mode giving low energy consumption: up to 9 unit/24h
- Frost free.
- Rated Load, Wattage (130-150).
- Hold over time (16h or more)
- System to operate at: 220-240V AC, 50/60 Hz
- Fitted with rollers, reversible door, Internal light, Fully automatic operation with voltage stabilizer, temperature dips alarm
- Temperature warning light and alarm

General Terms & Conditions: The supplier must provide installation, commission, and training for a group of technical staff/students from operating the equipment to complete structure determination/solution at site without any additional cost with supply of all relevant manuals and documents in printed format. Exhaustive soft and hard copy of installation operation, users, applications manuals, maintenance & service manuals shall be provided. The Company should provide minimum of 3 years Comprehensive Warranty (CMC) on the whole system. A compliance table as per the specification point by point must be submitted by the firm. Original technical brochure of the quoted models should be enclosed. Quotations from firms must clearly indicate details of after-sale service including response time at ICAR-RCER, RC, Ranchi and list of users (in ICAR) with updated telephone numbers and addresses and complete literature of equipment to be provided. The system should have Q3 certificate i.e. Installation Qualification, Performance Qualification and Operational Qualification on the site. The firm should have a good service and application support backup. CE/ISO 9001 manufacturer certificate to be enclosed with the offer.

SECTION – VI

QUESTIONNAIRE

BIDDERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW IN CASE A QUESTION DOES NOT APPLY TO A BIDDER THE SAME SHOULD BE ANSWERED WITH THE REMARK “NOT APPLICABLE” BIDDERS MAY PLEASE NOTE THAT IF THE ANSWERS SO FURNISHED ARE NOT CLEAR AND/ OR ARE EVASIVE, THE BID WILL BE LIABLE TO BE IGNORED.

1. Bid No……. Date for bid opening on …….
2. Offer is open for acceptance ……..
3. Brand of goods offered:
4. Name & address of manufacturer:
5. Station of Manufacture:
6. What is your permanent income:

   Tax A/C No.
7. Confirm whether you have attached your

   Latest/ current ITCC or certified photocopy thereof.
8. Status:
   a) Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D) for the item(s) quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit on your registration.
   b) Are you a small-scale unit currently registered with the National Small Industries Corporation (NSIC) under Single Point Registration Scheme for the item(s) quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit on your registration.
   c) If you are not registered either with NSIC or DGS&D, please state whether you are currently registered with Directorate of Industries of the State Government concerned. If so, indicate the date up to which you are registered and whether there is any monetary limit on your registration.
   d) Are you registered under the Indian Companies Act, 1956 or any other Act?

Please attach certified copy (copies) of the relevant registration certificate(s) in confirmation to your above answer(s).

9. Please indicate –

   Name & full address of your Banker(s)
10. Whether you are:
    i. Manufacturer of the goods quoted; or
    ii. Manufacturer’s authorized agent for those goods.

11. State whether any Ministry/ Deptt has currently banned business dealings with you (Central Govt. or any State Govt.):

Signature of Witness

Signature of Bidder

Name & address of Witness

Full name, designation &
Address of the person signing above
For and on behalf of Messrs.
……
(Name and address of the bidding firm)

SECTION VII/1

BID FORM AND PRICE SCHEDULES

Date……

To
PRINCIPAL SCIENTIST & HEAD,
ICAR RESEARCH COMPLEX FOR EASTERN REGION,
RESEARCH CENTRE,
Plandu, Ranchi-834 010 (Jharkhand)

Ref: Your bidding documents No……. dated …….

Having examined the above mentioned bidding documents including addenda Nos ……. (if any) the receipt of which is hereby duly acknowledged, we the undersigned offer to supply and deliver ……. (description of goods and services) in conformity with the said bidding documents for the sum as shown in the price schedules attached herewith and made part of this bid.

We undertake if our bid is accepted to deliver the goods and complete the services in accordance with the delivery schedule specified in the Schedule of Requirements after fulfilling all the applicable requirements incorporated in the above-referred bidding documents.

If our bid is accepted we will provide you with performance security as per the instructions specified in GCC clause 7 and in a form acceptable to you in terms of GCC clause 7.5 for a sum equivalent to 10% (ten percent) of the contract price for the due performance of the contract.

We agree to abide by this bid for the bid validity period specified in the ITB clause 15 (read with modification, if any, in the Bid Data Sheet) or for the subsequently extended period, if any, agreed to by us and it shall remain binding up on us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this …… day of ……..., 200

Signature

(in the capacity of)

Duly authorized to sign bid for and on behalf of

PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA

1	2		3	4	5 price per unit					6	7	8
Schedule No.	**Item descr.**	**Country of origin**	**Accounting unit & Qnty.**	**Ex-factory/ ex-warehouse/ ex-showroom off- the shelf**	**Excise duty if any**	**Packing and forwarding**	**Inland transpo-rtation**	**Insurance, other duties and taxes if any (other than sales tax) and incidental costs**	**Incidental services (including supervision)**	**Over all price**	**Total price**	**Sales tax payable, if contract is awarded**
				(a)	**(b)**	**(c)**	**(d)**	**(e)**	**(f)**	**[a+b+c+ d+e+f]**		**3x6**

Total bid price in Rupees: (in figures) ……(in words) ……

Signature of bidder
Name
Business address

Place:
Date:

Note:

i. In case of discrepancy between unit price and total price, the unit price shall prevail.

ii. If nothing to the contrary to this effect is mentioned under Section VII (Technical Specification and Quality Control Requirements), the bidder shall give list of spare parts for two years operation separately indicating description, quantity, unit price and total price in the above format for those items whose scope of supply includes spare parts as per 'Technical Specifications' give in Section VII.

PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

1	2	3	4	5				6	7	8	9	10
				Price per unit								
Schedule No.	**Item Descr.**	**Country of origin**	**Accounting unit & quantity**	**Unit price FOB port of loading**	**Unit price CIF at port of entry**	**Inland transportation charges, insurance and other local costs incidental to delivery, if specified**	**Incidental services including supervision**	**Over all unit price**	**Total price**	**Indian agent's name**	**Indian agent's commission as a % of FOB price included in the quoted price**	**Shipment weight and volume**
				(a)	**(b)**	**(c)**	**(d)**	**[b+c+ d]**	**4x6**			

Total bid price in foreign currency: (in figures) …….. (in words) …… … … … ……

Signature of bidder
Name
Business address

Place:
Date:

Note:

i. In case of discrepancy between unit price and total price, the unit price shall prevail.

ii. If nothing to the contrary to this effect is mentioned under Section VII (Technical Specification and Quality Control requirements), the bidder shall give list of spare parts for two years operation separately indicating description, quantity, unit price and total price in the above format for those items whose scope of supply includes spare parts as per 'Technical Specifications' give in Section VII.

iii. Indian agent's commission shall be paid in Indian rupees only. No change due to exchange variation shall be allowed.

SECTION VII/2

BANK GUARANTEE FORM FOR BID SECURITY

Whereas …… [Name of bidder] [Hereinafter called "the bidder"] has submitted his bid dated …… [date] for the supply of …… *(brief description of the relevant goods and services)* (hereinafter called "the bid").

KNOW ALL PEOPLE by these presents that WE ……. *(name of the bank)* having registered office at ……. *(full address)* (hereinafter called "the bank") are bound unto …….. *(name of the purchaser)* (hereinafter called "the purchaser") in the sum of …….. *(amount in figures and in words)* for which payment well and truly to be made to the said purchaser, the bank binds itself its successors and assigns by these presents.

Sealed with the Common Seal of the said bank this …….. Day of ……., 20……

THE CONDITIONS of these obligations are:

1. If the bidder

   i. Withdraws its bid during the period of bid validity specified by the bidder on the bid form; or
   ii. does not accept the correction of errors in accordance with the instruction to Bidders

OR

2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity:

   i. Fails or refuses to execute the contract form, if required; or
   ii. Fails or refuses to furnish the performance security, in accordance with the instructions to Bidders;

We undertake to pay to the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the above mentioned two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 60 (sixty) days after the period of bid validity and any demand in respect thereof should reach the bank not later than the above date.

…….

Signature of the Bank

SEAL of the Bank

Date ……

Place …….

SECTION VII/3

MANUFACTURER'S AUTHORISATION FORM

To
PRINCIPAL SCIENTIST & HEAD,
ICAR RESEARCH COMPLEX FOR EASTERN REGION
RESEARCH CENTRE
Plandu, Ranchi-834 010
(Jharkhand)

Dear Sirs,

Ref: Your Bidding Documents No……

We, …….. Who are established and reputable manufacturers of ……. (name and description of the goods offered in the bid) having factories at …… hereby authorize Messrs …… (name and address of the agent) to submit a bid, negotiate (as and if necessary) and conclude the contract with you against your above mentioned Bidding Documents for the above goods manufactured by us.

No company or firm or individual other than Messrs …….. (name and address of the above agent) is authorized to bid, negotiate and conclude the contract against this specific Bidding Documents for the above mentioned goods manufactured by us.

We hereby extend our full guarantee and warranty as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply against this Bidding Document by the above firm.

Yours faithfully,

…….

…….

[Signature, name and designation]

for and on behalf of Messrs …….

[Name & address of the manufacturers]

Note: this letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

SECTION VII/4

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
PRINCIPAL SCIENTIST & HEAD,
ICAR RESEARCH COMPLEX FOR EASTERN REGION,
RESEARCH CENTRE
Plandu, Ranchi-834 010
(Jharkhand)

WHEREAS …….. (name and address of the supplier) (hereinafter called "the supplier") has taken, in pursuance of contract No…… dated …….. to supply …….. (Description of goods and services) (Hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a recognized bank acceptable to you for the sum specified therein as security for compliance with its (supplier's) obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you on behalf of the supplier up to a total of …… [amount of the guarantee in words and figures], such sum being payable in the types and proportions of currencies in which the contract price is payable and we undertake to pay you upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We further undertake to pay you the sum so demanded notwithstanding any dispute or disputes raised by the supplier in any suit or proceedings pending before any court or tribunal relating liability under this present being absolute and univocal.

We also hereby waive the necessity of your demanding the said amount from the supplier before presenting us with the demand.

We further agree that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the contract or to extend the time of performance by the supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the supplier and to forbear or enforce any of the terms and conditions relating to the contract and we shall not be relieved from our liability under this guarantee.

This guarantee shall be valid and shall remain in force until ……. Day of ……, 20…….Dated the …… day of ……..,20 For…….

(Name of the Bank)

Signature……..

Name of the Officer…….

(in Block letters)

Designation of the officer…….

Code No……..

Name of the Bank and full address.

ICAR RESEARCH COMPLEX FOR EASTERN REGION
RESEARCH CENTRE
(Indian Council of Agricultural Research)
Plandu, Ranchi-834 010 (Jharkhand)

SECTION VII/5
Notification of Award/CONTRACT FORM

Contract No…….
Date……..

This is in continuation to this office' Notification of Award no…….. dated…

1. Name & address of the Supplier
2. Purchaser's bidding documents No……. dated…….(followed by further communication No. and date, if any, from the purchaser to the supplier)
3. Supplier's bid No…… dated…… (Followed by further communication No. and date, if any, from the supplier to the purchaser).
4. The documents which are deemed to form and be read and construe as part of this contract are:
    a) The Bid Form and the Price Schedule submitted by the bidder;
    b) The Schedule of Requirements;
    c) The Technical Specification and Quality Control Requirements;
    d) The General Conditions of Contract; and
    e) The purchaser's Notification of Award.

Certain stipulations out of the above documents are reproduced below for ready reference. However, the words and expressions used in this contract agreement shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

5. Details of Performance Security @ 2.5% of total value of contract.
6. Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Schedule No.	Brief description of goods/ services	Accounting unit	Quantity to be supplied	Unit Price	Total Price	Delivery terms (FOB/ CIF/ Free Del. at site/ CIP etc.)

Total value (in figure) _____ (in words) _____

7. Delivery schedule.
8. Details of inspection, test and quality assurance.
    a) Designation and address of inspection agency.
    b) Mode(s) and place(s) of conducting inspections and tests.
9. Transit insurance
10. Dispatch instructions
11. Details of consignee (including port consignee, if any)

12. Payment terms
13. Paying authority
14. Warranty clause.

……..
Signature, name and address
of the purchaser's authorized functionary
Signing the contract)
For and on behalf of …….

Received and accepted this contract Agreement

……

(Signature, name and address of the supplier's authorized executive)

for and on behalf of ……..

(Name and address of the supplier)

……..

(Seal of the supplier)

Date:_____Place:_____