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भा.कृ.अ.प.-राष्ट्रीय डेयरी अनुसंधान संस्थान
ICAR-National Dairy Research Institute
दक्षिणी क्षेत्रीयकेंद्र , बेंगलुरू- 560 030
Southern Regional Station
Bengaluru - 560 030

F.No.31-1/PS-NASF Pro/2022-23 **Date: 09-01-2023**

E-TENDERS NOTICE INVITING
(NATIONAL COMPETITIVE BIDDING)

Online bids are invited on single stage two bid system for

"FREEZE DRYER/LYOPHILIZER"

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

CRITICAL DATE SHEET

Published Date	**09.01.2023(03:30PM)**
Bid Document Download / Sale Start Date	**09.01.2023(04:00PM)**
Bid Submission Start Date	**09.01.2023(04:30PM)**
Bid Submission End Date	**24.01.2023(11:00AM)**
Bid Opening Date	**25.01.2023(11:10AM)**
Place of opening of Technical bid	**The AAO, SRS-ICAR,SRS of NDRI,Adugodi,Bengaluru-30**
Address for communication	**AAO,ICAR-NDRI, Adugodi, Bengaluru – 560 030 Ph: 080-22631405 Email:aaondri@gmail.com**

(IMPORTANT NOTE: All the bidders are required to attach/upload all the required documents mentioned at serial no 4m failing which the tender shall be liable to rejection)

On behalf of Director, ICAR-NDRI, Karnal, Electronic Quotations/tenders under Open tender enquiry, Bids are invited from the registered firms/their authorized dealer registered on portal etc. for the goods mentioned below. The Quotations/bids duly sealed/signed & completed in all respect should be submitted with scanned documents online at CPPP **latest by 11:00 AM on 24th January 2023.** The incomplete Quotations/bids will be treated as rejected. The Quotations received after stipulated date & time will not be considered & rejected, and no correspondence in this regard will be entertained.

1. The Tender form/bidder documents may be downloaded from the https://eprocure.gov.in/eprocure/app**. Online submission of Bids through** Central Public Procurement Portal (https://eprocure.gov.in/eprocure/app) is mandatory. Manual/Offline bids shall not be accepted under any circumstances. However, for the purpose of realisation, the bidder has to send the Demand Draft/ banker's cheque/ pay order in original to this institute through post or by hand so as to reach by the time of tender opening.

2. Tenderers/bidders are requested to visit the website https://eprocure.gov.in/eprocure/app regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.

3. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Director, ICAR-NDRI, Bangalore reserves the right to accept or reject any or all the tenders.

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

- **Technical Bid**

I. Scanned copy of Bid Security Declaration/its exemption, if any.
II. Scanned copy of Firm's registration under Companies Act/ or any other Act, PAN Card, GST No. And Tender acceptance letter.
III. Scanned copy of Manufacturers authorization certificate issued by Principal Manufacturer duly verified by the Indian Agent or Manufacturing certificate.
IV. Scanned copy of Income Tax Statement for the last three years.
V. Scanned copy of all authentic documents regarding firm's turnover etc. during last three years.
VI. Scanned copy of User List/Purchase Orders of its satisfactory installation.
VII. Scanned Copy of Make and model of all systems, sub systems and additional items should be mentioned in the technical bid and complete technical details should be provided in the form of Brochures.
VIII. The scan copy of an undertaking stating that if the information/declaration/scanned documents furnished in respect of eligibility criteria are found to be wrong or misleading at any stage, the firm will be liable to punitive action.

IX. Firm should offer technical bid for one model only which is including all the requirements of the bid. Offering technical bid for more than one model is liable to reject the bid.

X. The scan copy of **all additional documents as per Clause 12** should also be submitted by the bidder.

- **Financial Bid: -**

Financial bid should be quoted as per BOQ.

5. The Bidders may submit their Techno-Commercial bids and price bids online on the portal of CPP. No conditional bids shall be allowed/ accepted. Bidders will have to upload scanned copies of various documents required for their eligibility and all other documents as specified in NIT, techno-commercial bid in Cover-I, and price bid in Cover-II. To enable system generated techno-commercial and price comparative statements, such statement may be submitted in Excel formats strictly. The bidder will have to give an undertaking online that if the information/declaration/scanned documents furnished in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action. **No bid security (EMD) is required at this stage. However, Bidder has to sign Bid Security Declaration accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. In case of exemption of EMD, the scanned copy of the document in support of exemption will have to upload by the bidder during bid submission**.

6. The Financial Bid of the Technically Qualified bidders only will be opened after short listing of techno-commercially acceptable bidder with due information through system generated emails & SMS alerts.

7. **Description of the goods required and quantity:-**

SPECIFICATIONS OF THE LYOPHILIZER

S No.	Specification
1	Model quoted to be specified
2	Chamber temperature should be -50°C or lower
3	Chamber capacity should be 4 L or more
4	Ice condensing or holding capacity should be 3 kg or higher
5	Compressor should be 1/3 HP or higher
6	Vacuum pump should be 0.5 HP or higher or vacuum level should be 0.03 mbar or lower

7	Display should be LCD or digital with features such as temperature
8	Controls should be provided for defrost (de-icing) and vacuum level (pressure regulation)
9	Accessories a. Acrylic base (for manifold or chamber) or acrylic chamber b. Stainless steel rack or shelf or tray
10	Freeze dryer model quoted should have CE certification
11	Warranty of one year is required

8. **Bid Opening**: Both the techno-commercial and price bids will be opened online by the bid openers mentioned at the time of creation of the tender online. Relevant bidders can simultaneously take part in bid opening online and can see the resultant bids, of all bidders. The system automatically generates a technical scrutiny report and commercial scrutiny report in case of the techno-commercial bid opening and a price comparative statement in case of price bid opening which can also be seen by participating bidders online.

9.

i. **Terms of delivery :** Delivery at site, viz. ICAR-NDRI Stores, Southern Regional Station, Bengaluru, 560030**.**
ii. **Delivery period for goods:** Within **30 Days** from the date of issue of Purchase Order. In case the Purchase Order is placed to foreign supplier in foreign currency, delivery period will be not exceeding two months from the date of purchase order.
iii. Erection / installation and commissioning are to be completed within 15 days of delivery of the goods at site.
iv. Terms of **Inspection** by the **purchaser's representative**: At **ICAR-NDRI, Bengaluru, 560030** after Receipt of Supply of Goods.

10. **Price structure**:

The ICAR Research Institutes are exempted from Excise and Customs Duties on Research Consumables, *vide Notification No. 10/97-CE dated 1.3.1997 (as amended by 16/07-CE) and Notification No. 51/96-Customs respectively*. However, for the ICAR Institutes to avail the aforesaid Duty Exemption benefits, the Prices are required to be quoted by Manufacturers preferably on Ex-Works basis, **without including any Excise/Customs Duty component.** Freight & Transit Insurance are required to be quoted extra, *as per actual*, for insured transportation from Ex-Works to Destination.

Important Note: - **<u>As per notification issued by Govt. of India, Ministry of Finance Department of Revenue, the GST may be quoted as per applicable rate</u>**, Therefore all the bidders are requested to quote GST as per applicable rate and amount to be mentioned in the prescribed column of BOQ

Alternatively, however, the **Authorized Dealers/Retailers** may quote their most competitive **FOR Prices**, with maximum possible Dealer's **Special Discount**. The rates and prices quoted by the supplier shall remain firm and fixed during the currency of the contract and shall not be subject to variation on any account, whatsoever, including stator variations, if any.

11. **Receipt of Goods** & **Terms of Payment**:

a. Payment term for supply of goods :-

Immediately on receiving the goods at site, the purchaser will verify the quantities of the items supplied as specified in the delivery challans of the supplier and also check for any superficial damage etc. in the goods so supplied and issue a provisional receipt accordingly. Presence of Seller's representative at the time of supply is desirable for lodging objection, if any.

The purchaser, **within three days** of **issue of the provisional receipt**, will issue acceptance certificate (of the goods) to supplier, provided the goods supplied are technically acceptable in terms of the contract. The supplier will then send its invoice along with accompanying documents to the paying authority for payment. The paying authority will release the full payment to the supplier as due in terms of the contract, within seven working days of receipt of supplier's invoice, provided the invoice and the accompanying documents are in order.

b. Paying Authority: The AF&AO, ICAR-NDRI, Bengaluru– 560030.

c. Liquidated Damage Clause:

If any time during the performance of the contract, the supplier encounters conditions hindering timely delivery of the goods, the supplier shall promptly inform the purchaser in writing the fact of the delay and the likely duration of the same.

After receipt of supplier's communications, the purchaser shall decide as to whether to cancel the contract for the un-supplied portion after the existing delivery period, or to extend the delivery period suitably by issuing an amendment to the contract.

If the supplier fails to deliver the goods and / or perform the services within the contractual delivery period for reasons other than circumstances beyond supplier's control (which will be determined by the purchaser) and the purchaser extends the delivery period, *the purchaser will also deduct from the contract price, as liquidated damage, a sum equivalent to 0.5% (half per cent) of the delivered price of the delayed* *goods or unperformed services for each week of delay or part thereof until actual delivery or performance*.

The maximum limit of such deduction will, however, be 10% (ten percent) of the contract price of the delayed goods or services.

Further, during such delayed period of supply and / or performance, the supplier shall not be entitled to any increase in price whatsoever on any ground.

However, the purchaser shall be entitled to the benefit of any decrease in price and cost, on any ground, whatsoever, of the goods & services, during the period of delay. The purchaser’s letter (to the seller with copies endorsed to other concerned) extending the delivery period will be subject to the above conditions.

d. Warranty Clause:

The minimum period of Warranty / Guarantee for Equipment shall be **One Year** from the Date of Installation of equipment.

e. Quality of Supply of Equipment:

The Quality of Equipment to be supplied must be such that the time-period between their Date of Manufacture and their Date of Supply is ensured to be minimum possible and, in any case, not more than 1 month.

f. Dispute Resolution Mechanism:

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

g. In case of any Legal Dispute, the jurisdiction will be at **Bengaluru**.

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

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

b) Please furnish a certified copy of your latest ITCC (Income Tax Clearance Certificate).
c) Please indicate if you are registered with any Govt. organization; and, if registered, furnish all relevant details.
d) Please state whether business dealings with you presently stand banned by any Government organization; and, if so, furnish relevant details.
e) Bidders are advised that one bidder cannot represent two suppliers or quote on their behalf in a particular tender. Specifications mentioned in Firm's Brochure will only be acceptable.
f) The supplier shall at all times indemnify the purchaser, at no cost to the purchaser, against all third party claims of infringement of patent, trademark of industrial design rights arising from the use of the goods or any part thereof, with respect to the goods quoted by the supplier in its offer.
g) The quotation(s) as well as the contract shall be written in English language. All correspondence and other documents pertaining to the quotation(s) and the contract, which the parties exchange, shall also be written in English.
The quotation and all correspondence and documents relating to the quotation exchanged between the bidder and the purchaser may also be written in Hindi language, provided that the same is accompanied by an English translation, in which case, for the purpose of interpretation of the quotation, the English translation shall govern.
h) The contract shall be governed by the laws of India and the interpreted in accordance with such laws.
i) The quotation / offer shall remain valid for acceptance for a period not less than 60 days after the specified date of opening of the offer.
j) The Bidder quoting the Bid of foreign equipment on behalf of Foreign Manufacture/Foreign Supplier, the Authorization Certificate from the Principal is essentially required and should be attached with the bid.
k) The bidder quoting the bid of foreign equipment on behalf of Foreign Manufacture/Foreign Supplier, the Authorization Certificate from the Principal Supplier is essentially required and should attach with the bid.
l) The Annual Maintenance Contract / Comprehensive Maintenance Contract, if required by the user later on, will be awarded separately. **However, the bidders are required to quote the years wise rates for the requisite period in the BOQ of their respective bids.**
m) Alternate/ conditions/ Optional bids will not be accepted.

n) Important Note: - The bidders who are interested to quote their bid in foreign currency should submit their rates on CIF/CIP, NDRI Bengaluru (Bangalore) (FOB+ Air Freight & Insurance charges) in the prescribed BOQ clearly. The bidder who did not reflect their CIP/CIF rates in particular column of BOQ, it will be assumed that their quoted rates are CIP/CIF, NDRI Bengaluru (Bangalore) and no further communication will be entertained with bidders.

o) Bidders should not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids. However, any request of the bidder to add any document on later stage will not be accepted.
p) The firm may ensure that the specification of the quoted model should be

clearly indicated in the submitted brochure and on the website of the firm. Just writing yes in technical compliance statement is not valid if the same specifications are not found in brochure as well as website. If any specifications are not indicated in the brochure as well as on the website of the firm on the date of opening of the tender, this Institute has all right to reject the bid on the same basis and no further correspondence may be entertained.

q) **All the MSME firms are eligible to get the benefit as per Govt. of India Guidelines.**

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

Before executing supply, the successful Bidder will have to deposit Performance security as per Rule which is equal to 3% of the ordered value of goods, in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment.

NOTE: - All the participating bidders should be complying with GST provisions enacted by Govt. of India time to time.

Assistant Administrative Officer

Enclosure: Annexure – I

Annexure - I

MANDATORY FORM

Vendor Name	Vendor Type	Address	PAN No. (Mandatory in case TDS is Deducted)	TAN NO/ TIN NO. / GST REGN. NO.	Name of the Bank & Brach Name AND ADDRESS OF BANK BRANCH	Bank Account No.	BIC (IFSC Code No.)	e-mail address

We agree to supply the above goods & allied services. We confirm that the same will meet the description & the specification & other technical details as required in the tender enquiry.

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

We have furnished all the information, as required in the tender enquiry and attached the relevant document.(*in case tenderer desires to put some additional / modified stipulations, terms & conditions etc. the same may be clearly indicated).*

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

____

(Signature, name and address of the authorized executive of the tendering firm) For and on behalf of…………………

(Name and address of the tendering firm)…………………………..

(Seal of the tendering firm) Website Address: …………………………….; E-Mail Address: ………………………………………………….……………….

Place:

Date: