



**ICAR-INDIAN INSTITUTE OF HORTICULTURAL RESEARCH
HESSARAGHATTA LAKE POST, BANGALORE-560 089**

**NOTICE INVITING LIMITED TENDER THROUGH E-PROCUREMENT
TOWARDS SUPPLY OF DEEP FREEZER (- 40DEG °C) 01 No. AT IIHR**

We have a requirement of the goods and services as indicated below, tender for which you are invited to submit your most competitive quotation for the same. All the relevant details are given below.

The tender document contains the following:-

- Annexure-I - Terms for Delivery of Goods**
- Annexure II ---“Guiding specification and other technical details”**
- Annexure-III -- “Instructions for Online Bid Submission”**

Tender Enquiry No. : F.No.5-135/2017-18/SP/Deep Freezer/	
Date and Time for Issue/Publishing	06.03.2018 at 02:00 PM
Document Download Date and Time	06.03.2018 at 02:00 PM
Bid Submission start Date and Time	06.03.2018 at 02:00 PM
Bid Submission End Date and Time	17.03.2018 at 03:00 PM
Date and Time for Opening of Bids	19.03.2018 at 11:00 AM

IMPORTANT NOTES:-

- i. Tender Documents can be downloaded from IIHR website www.iihr.res.in or from the Central Public Procurement Portal www.eprocure.gov.in. Bidders should enroll / register in the e-procurement module of Central Public Procurement Portal through the website : www.eprocure.gov.in for participating in the bidding process. Bidders should also possess a valid DSC for online submission of bids. Central Public Procurement Portal (CPPP) **shall not tamper/modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be tempered /modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with IIHR.
- ii. **Bids received on e-tendering portal only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected. EMD DD should be send through Reg. post to IIHR.**
- iii. **Intending tenderers are advised to visit again IIHR website www.iihr.res.in or from the Central Public Procurement Portal www.eprocure.gov.in, at least 3 days prior to closing date of submission of tender for any corrigendum/addendum/amendment.**
- iv. IIHR reserves the right to accept / reject any or all the tenders in part /full without

assigning any reason thereof.

- v. IIHR will not be responsible for any delay in enrollment / registration as bidder or submitting /uploading the offer on e-tender portal. Hence, bidders are advised to register in e-tendering website www.eprocure.gov.in and enrol their Digital Signature Certificate and upload their quotation well in advance.
- vi. Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet**. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated later.
- vii. Any change / corrigendum/ extension of opening date in respect of this tender shall be issued through websites only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit our website for updates.
- viii. Not more than one tender shall be submitted by one contractor or contractors having relationship. Under no circumstances will father and his son(s) or other close relations who have business relationships with one another (i.e when one or more partners (s)/Director (s) are common be allowed to tender for same contract as separate Competitors. A breach of this conditions will render the tenders of both parties liable to rejection.
- ix. Tender not accompanied with the cost of tender documents is liable to be rejected. However, Public sectors undertaking / Govt. Undertaking firms are ez
- x. The tender form/bidder documents may be downloaded from the website: <https://eprocure.gov.in/eprocure/app> . Online submission of Bids through Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) is mandatory. Manual bids shall not be accepted.
- xi. 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.
- xii. 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 Ministry reserves the right to accept or reject any or all the tenders.

The Firms are required to furnish / upload copies of the following documents:

- I. Signed and Scanned copy of Firm's registration, PAN No, VAT No, TIN No & Affidavit of Partnership firm.
- II. Signed and Scanned copy of documents like tender documents & RTGS detail of the firm.
- III. Scanned copy of similar contracts to Government Departments.

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

We conform that we agree to all other terms and 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 documents.

(In case a tenderer desires to put some additional/modified stipulations, terms and conditions etc. the same may be clearly indicated).

We confirm that our offer will remain valid for acceptance for **180 days** after the date of opening of tenders.

Sd/-

ASSISTANT ADMINISTRATIVE OFFICER (SP)

Annexure-I

i. Terms of delivery:

Delivery at site viz.—I.I.H.R, Hessarghatta, Bangalore.

Security Performance: To ensure due performance of the contract, performance security is to be furnished by the successful bidder for an amount of 10% of the value of the goods as fixed by the competent Authority in the form of Account payee Demand draft, fixed deposit receipt, Bankers cheque or Bank Guarantee in favour of the Director, IIHR, Bangalore payable at Bangalore to be furnished within 21 days from the date of issue of Purchase order.

ii. Delivery period for goods

within 45days from the date of the purchaser's signing the contract.

iii. Erection/installation and commissioning (if required, depending on the goods ordered) are to be completed within 20 days of delivery of the goods at site.

iv. Terms of inspection by the Purchaser's representative.

v. Price structure:

a) The tenderer shall quote for the complete requirement of goods and services and for the full quantity as shown against in Annexure –II.

b) The rates and prices quoted shall be in Indian Rupees /Foreign currency only.

c) All duties, taxes and levies payable by the supplier under the contract shall be included in the quoted price. The purchaser will not pay any such duties, taxes and levies separately.

d) The rates and prices quoted by the supplier shall remain firm and fixed during the currency of the contract and shall not be subject to variation on any account, whatsoever, including statutory variations, if any.

vii. Receipt of goods and terms of payment:

a) Payment term for supply of goods, including erection/installation and commissioning (as and if applicable) :-

Immediately on receiving the goods at site, the purchaser will verify the quantities of the items supplied as specified in the delivery challan of the supplier and also check for any superficial damage etc. in the goods so supplied and issue a provisional receipt accordingly. If the goods supplied do not require erection/installation and commissioning at site, the purchaser, within three working days of issue of the provisional receipt, will issue acceptance certificate (of the goods) to the supplier, provided the goods supplied are acceptable in terms of the contract. However, if the goods supplied also need erection/installation and commissioning, the purchaser will issue acceptance certificate within two working days, after successful erection/installation and commissioning. The supplier will then send its invoice along with the purchaser's acceptance certificate and other accompanying documents to the paying authority for payment.

The paying authority will release the full payment to the supplier as due in terms of the contract, within fifteen working days of receipt of supplier's invoice, purchaser's receipt certificate and other accompanying documents, provided the same are in order.

After release of payment to the supplier as per sub-para (a) above and after successful completion of training of the operator(s) in terms of the contract, the purchaser will immediately issue a certificate to this effect to the supplier. The supplier will thereafter send its invoice for training charges, along with the above certificate to the paying authority. The paying authority will release the payment to the supplier in terms of the contract within fifteen days of receipt of supplier's invoice provided the invoice and the accompanying documents are in order.

PAYING AUTHORITY: THE DIRECTOR, IIHR, HESSARAGHATTA LAKE POST, BANGALORE- 89.

viii 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 communication, the purchaser shall decide as to whether to cancel the contract for the un-supplied portion after the existing delivery period, or to extend the delivery period suitably 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 damages, 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 per cent) of the contract price of the delayed goods or services.

Further, during such delayed period of supply and/or performance, the supplier shall not be entitled to any increase in price and cost, whatsoever, on any ground. However, the purchaser shall be entitled to the benefit of any decrease in price and cost on any ground, whatsoever, of the goods and services, supplied during the period of delay.

ix) One year warranty

x) Dispute Resolution Mechanism

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

- 1. You are also required to fulfill the following conditions and furnish the details as indicated in subsequent paragraphs.**
2. At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to 25%, the quantity of goods and services as specified in the list of requirements, without any change in the unit price or other terms and conditions.

3. Please furnish a certified copy your later ITCC (INCOME TAX CLEARANCE CERTIFICATE).
4. Please indicate if you are currently registered with any Govt. organization and if registered, furnish all relevant details.
5. Please state whether business dealings with you presently stand banned by any Government organization and, if so, furnishes relevant details.
6. The supplier shall at all times indemnify the purchaser, at no cost to the purchaser, against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the goods or any part thereof, with respect to the goods quoted by the supplier in its offer.
7. The contract shall be governed by the laws of India and interpreted in accordance with such laws.
8. **The quotation/offer shall remain valid for acceptance for a period not less than 180days after the specified date of opening of the offers.**
9. 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.
10. **The Successful Bidder shall have to deliver the performance security either by a Bank Guarantee or a Bank Draft in favour of the Director, IIHR, Bangalore for an amount of 10% contract value, valid up to one year after the date of completion of all contractual obligations by the Supplier, including the warranty obligations.**

VERY IMPORTANT NOTE

1. **As per the recent ICAR Circular, Procurement of Lab Equipment is to be made from the Indian manufactured company only. Therefore, it is requested to offer only for indigenous equipment for the procurement .**
2. **Important Dispatch instructions: If it is imported equipment, kindly Monitor the dispatch of the consignment (Including Port Consignee, If any). After the shipment from your principals, the equipment should be cleared from the customs Authorities within stipulated period of time.(We have not authorized any official clearing agent from this Institute).**
3. **This institute i.e. Indian Institute of Horticultural Research (ICAR), Bangalore is a Public Funded Research Institute under Department of Agricultural Research & Education (DARE) Ministry of Agriculture, Govt. of India. This institute exempted from payment of availing Customs duty, Central Excise Duty and Central Tax (Rate) / Integrated Tax (Rate). Necessary certificates will be issued accordingly by this office as and when required.**

Sd/-

ASSISTANT ADMINISTRATIVE OFFICER (SP)

TECHNICAL SPECIFICATIONS FOR DEEP FREEZER (- 40DEG °C) 01 No.

Specifications for DEEP FREEZER (- 40DEG °C)

Capacity: 500liter

Temperature range: -35 to -40°C

Vertical with Stainless steel shelves and compartments.

Individual sub-doors for each compartment made of Stainless steel

Display: Digital LED display of temperature.

Microprocessor based temperature control system.

Circular 7-day Chart Recorder, Microprocessor based

Data logger with display for continuous logging of temperature through external USB.

Inbuilt Voltage Stabilizer with time delay restart

Equipment mounted on wheel

Heavy duty, hermetically sealed compressor.

Audio-visual alarms for High/Low temperature (deviation).

Refrigeration system with over-load protectors.

Non-CFC, insulation and eco-friendly refrigerant.

Additional voltage stabilizer with suitable capacity

Sd/-

ASSISTANT ADMINISTRATIVE OFFICER (SP)

INSTRUCTIONS FOR ONLINE BID SUBMISSION:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.S

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION:

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their userID / password and the password of the DSC / eToken.

SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the while coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 4) The serve time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of

the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS:

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

For any technical related queries please call the Helpdesk, Mobile Number -

+91 8826246593 Tel: The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002.

E-mail: support-eproc[at]nic[dot]in

Note: Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details.

Sd/-

ASSISTANT ADMINISTRATIVE OFFICER (SP)

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)