

ICAR-NATIONAL RESEARCH CENTRE ON LITCHI

(Indian Council of Agricultural Research, Ministry of Agriculture)

Mushahari Farm, Mushahari, Muzaffarpur - 842002 (Bihar) India

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F.No. 12-1(03)/P&S/2016-17/Equiptt./

Date: 15.07.2016

TENDER NOTICE

Tender No.12-1(03)/P&S/2016-17/Equiptt./1

The Director, ICAR-NRC on Litchi, Muzaffarpur invites sealed tender from the manufacturers/authorized dealers/reputed firms for the supply and installation of under mentioned equipment. The Tender form for details may please be downloaded either from the website: www.nrclitchi.org or www.eprocure.gov.in.

Sl. No.	Name of the equipment	Quantity	Amount of EMD	Place
1.	C:N Analyser (C:N Analygier with optional H&S analysis)	01	50,000	Director, ICAR-NRCL, Mushahari Farm, Mushahari, Muzaffarpur
2.	CO ₂ Analyzer for measurement of soil CO ₂ flux	01	16,000	
3.	UV-Visible Spectrophotometer	01	14,000	
4.	Centrifuge	01	14,000	
5.	Water Activity Meter	01	6,000	
6	BOD Incubator	01	8,000	
7.	Sterio Binocular Microscope	01	18,000	
8.	Spray Dryer	01	14,000	
9	Bioreactor	01	20,000	
10	Drip Irrigation with complete piping network, borewell, water pump, power sources and protecting structures and their accessories	01	22,000	
11.	Screen cum Pot House	01	40,000	

Administrative Officer

Annexure – 1

TERMS AND CONDITIONS

1. A bidder can submit quotation on behalf of only one manufacturer for an item. In case the agents bid contains quotations on behalf of more than one manufacturer each such bid has to be accompanied by a separate tender form and EMD for each such quotation and authorization from the respective manufacturer.
2. The following documents are to be enclosed with the quotation:-
 - Copy of the enlistment letter with the Government Departments, if any.
 - Credentials about undertaking this type of supply in the past,
 - Sales Tax Registration Number, PAN.
 - Income Tax/Sales Tax Clearance Certificates.
 - Bank A/c No. with IFS code and name of Bank
3. The specification of the item is enclosed in ANNEXURE-II. The rate should be quoted for FOR-ICAR-NRC on Litchi, Mushahari Farm, Mushahari, Muzaffarpur-842002 (Bihar).
4. The price of downloading bidding document is Rs.1,000/- (one thousand only). Hence the bidder is requested to submit the demand draft of Rs.1,000/- in favour of **“ICAR-Unit-NRCL”** payable at **State Bank of India, Mushahari, Muzaffarpur (Branch Code-14283)** along with the bid failing which your bidding document would not be considered.
5. Earnest Money (as mentioned in the Press Nit) in the shape of Demand Draft drawn in favour of **“ICAR-Unit-NRCL”** payable at **State Bank of India, Mushahari, Muzaffarpur (Branch Code-14283)** must be attached with the tender. The Particulars of the earnest money deposit must also be superscribed on the top of the envelope by indicating the draft number & date and should be attached with the Technical bid. No other form of deposit is acceptable.

In case of non-submission of EMD, quotation will not be considered. The EMD of unsuccessful bidders will be returned within one month of finalization of tender. The EMD of successful bidders will be returned against the Performance Security. If Performance Security is not submitted, the EMD will be adjusted against that and the balance amount will be withheld from the bill of supplier as performance Security which will be released as per condition in clause 19. The amount of EMD will be forfeited if supply is not affected during the given time and contract will stand cancelled.

6. Tender once submitted should remain valid for 90(ninety) days for acceptance.

7. (a) **The bid submitted should contain two envelopes containing the Technical and Financial bid as per specification superscribed clearly on the envelop and EMD must be kept with Technical Bid. The single bid will not be accepted.**
- (b) The tender cover should be superscribed as **“Tender for supply of Equipment (name of Equipment)”** as detailed in Tender Notice.
8. The sealed quotation should be submitted in the tender box kept in the office within the stipulated date and time. It could also be sent through post to **“The Director, ICAR-National Research Centre on Litchi, Mushahari Farm, Mushahari, Muzaffarpur-842 002(Bihar)”** so as to reach before due date and time. The Institute does not take responsibilities for delay in postal delivery.
9. The last date for the receipt of tender is **19.08.2016** up to **16.30 hours**. Tender (Technical bid) will be opened at **11.00 hours** on **20.08.2016**.
10. Rates quoted for the item should show the taxes/duties separately with percentage of taxes clearly stated. If taxes, duties are not shown separately, it will be presumed that they are included in the price and that no subsequent claim for taxes/duties will be entertained.
11. Any overwriting/erasing in the Tender must be authenticated under the seal and signature of the tenderer.
12. Incomplete tender or tenders received after the last date or those not in keeping with the terms and conditions set forth thereinabove are liable to be rejected.
13. In case of imported items, bidders are to quote the rate in foreign currency on FOB and CIF basis. L.C equivalent to 100% of the order value will be opened in State Bank of India with a condition that 80% will be released on receipt of dispatch document and balance 20% will be released after satisfactory installation, demonstration of the item/equipment.
14. a) The Institute will bear the following charges related to opening of LC:-
- i) Bank charge for opening of LC.
 - ii) Custom clearance at Indian port
 - iii) Transportation from Indian port to the Institute
- b) The firm will have to bear the following charges:-
- i) All bank charges outside India
 - ii) The bank charges related to amendment of terms & conditions of L.C.

15. Tax deduction at source will be made wherever applicable.

16. Payment will be released only against the pre-receipted bill within 30 days of installation, commissioning, training & demonstration of equipment.

17. LIQUIDITY DAMAGES:-

i) In all cases of delay by the supplier in delivery of the Equipment or any or all of the goods or to perform the services forming the subject matter of this contract beyond the periods specified in art..., other than a delay (Force Majure), the buyer shall have the right without prejudice in its other remedies under this contract, to claim liquidated damages amounting to 0.5% per week of the delivery price of the delayed equipment/goods or performance of services for each week/month or part thereof of delay until actual delivery or performance. However such damages shall not exceed 10 % of the delivery price of the equipment/goods or services of which the delivery or performance has been delayed.

ii) The supplier shall remit the amounts due to Buyer under clause (i) above, within 30 days of receipt of demand from the Buyer. If the supplier fails to make the payment within the period of 30 days, the Buyer shall have the right to recover it from other payments due to the supplier.

iii) In the event the buyer terminates the Contract, the Buyer shall also have the right to procure, upon such terms and in such manner as it deems appropriate, equipment/goods or services similar to those undelivered, and the supplier shall be liable to Buyer for any excess cost incurred by the Buyer for procuring such similar equipment, goods or services. However, the supplier shall continue performance of the contract to the extent not terminated.

18. The supplier will have to arrange for Way Bill if required for the supply of stores. All the documents required in this regard will be supplied by the Institute.

19. Performance Security:-

The performance security is payable 10% if it is not submitted then the same will be deducted from the final bill. The performance security will remain valid for a period of the sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligation.

20. The bidder has to sign the document and affix the seal of the firm in token of having agrees to the terms & conditions. This signed document will be submitted by the bidder along with his/her quotation failing which his/her quotation will not be considered. The contract will get established on issuing the supply order by the Institute.

21. Resolution of disputes:

- (i) All disputes, these agreements or questions arising out of or in connection with this contract or relating to its construction or performance shall be settled amicably by mutual consultation. If after 90 days the parties have failed to resolve their disputes or differences by mutual discussions, the matter shall be referred by arbitration in accordance with the Arbitration and Conciliation Act 1996. The Arbitral tribunal shall consist of an arbitrator nominated by the Buyer and another nominated by the supplier. The third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as the presiding arbitrator. In case of failure of two arbitrator appointed by the parties to reach a consensus about the third arbitrator (Presiding arbitrator) within a period of 90 days from the appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appointed by the Indian council of Arbitration. The decision of the majority of the Arbitrator shall be final and binding on the parties.

- (ii) The Parties shall continue to perform their obligations under this Contract during the conciliation/arbitration proceedings. The cost of arbitration (including the fees and expenses of the arbitrators) shall be shared equally by the parties, unless the award specifies otherwise.

- (iii) This article shall survive the termination of this contract.

22. Spares:

- (i) In addition to the initially procured spares and tools. Supplier undertakes to supply future requirement of spares and tools required for operation and maintenance of the equipment for a period of 10 years from the date of delivery of the equipment. Spares and other components that may be supplied by the supplier subsequent to this Contract may not be identical with the supplies now being made, but will be interchangeable.

- (ii) The supplier shall treat the Buyer as one of its most favoured customers in charging prices for supply of spares mentioned in clause I) above. Supplier further undertakes that the prices charge will be as per the spare parts catalogues of the relevant year. The supplier shall furnish to the Buyer adequate copies of such catalogues as and when published. The prices charge

by the supplier to the buyer shall in no case be higher than the prices for the same spares charged by him to any other customer.

23. Warranty:

(i) The supplier warrants that, unless otherwise stipulated in this Contract, all past forming the equipment to be supplied hereunder, shall conform to the applicable specifications. The equipment shall be supplied in a brand new and unused conditions. The supplier further warrants that all goods supplied under this Contract incorporate all recent improvement in design and materials, and unless provided otherwise in the Contract, shall be free from the faults due to defective design, workmanship and/or materials (except when the design and/or material is required by the Buyer's specifications) , or from any act or omission of the suppliers.

(ii) The warranty shall not extend to :

- a) Defects caused by neglect improper handling for improper utilization of the equipment by the Buyer;
- b) Any part of the Equipment which has been altered after delivery otherwise than by the Supplier or with its written approval; and
- c) Any part of the Equipment which has been repaired or modified by the Buyer without the prior written authorization of the supplier's repair and modification schemes.

(iii) If the Equipment or any part thereof is proved to be defective as defined in clause (i), the supplier undertakes that provided such defect is reported to the supplier within one year from the acceptance of the equipment or 18 months from the date of receipt by the Buyer of that equipment, whichever is earlier, this supplier shall, without charge, repair or rectify any such defected part or at its option replace such parts with a similar part but free from defect. Any part so replaced shall become the property of the supplier, and if requested, the Buyer shall deliver the defective equipment to the supplier at the Buyer's premises. Any goods repaired or replaced by the supplier shall be delivered at the Buyer's premises without cost to the Buyer.

(iv) Any defect found in the equipment/goods shall be reported to the supplier within 60 days of discovery together with complete report as to the manner in which the defect arose. This supplier shall rectify the defect by repair or replacement within a period of 30 days from the date of receipt of notice from the Buyer.

24. The Director, ICAR-National Research Centre on Litchi, Mushahari Farm, Mushahari, Muzaffarpur-842 002, Bihar reserves the right to accept or reject any or all the tenders either in part or in full without assigning any reasons whatsoever.