



भाक अनुप-भारतीयकदन्न अनुसंधानसंस्थान
ICAR – INDIAN INSTITUTE OF MILLETS RESEARCH
राजेन्द्रनगर, हैदराबाद/Rajendranagar, Hyderabad-500030
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F. No.1-915/18-19/ST

Dated: 28.12.2018

NOTICE INVITING TENDER THROUGH E-PROCUREMENT

Online Bids are invited from the interested bidders under **two bid system for procurement of “Deep Freezer-minus 80° C with stabilizer”** at Indian Institute of Millets Research (IIMR), Rajendranagar; Hyderabad-500030. **Manual bids shall not be entertained.** Tender documents may be downloaded from e-Procurement website of CPPP <https://eprocure.gov.in/eprocure/app> as per the schedule as given in **CRITICAL DATE SHEET** as under:

DETAILS OF SCIENTIFIC EQUIPMENTS TENDER FEE AND E.M.D.

SI No.	Name of the Equipment	Quantity	Tender Fee (₹)	EMD Amount (₹)
1.	Deep Freezer-minus 80° C with stabilizer	1 nos	300.00/-	24,000/-

CRITICAL DATE SHEET

Tender No.	F. No.1-915/18-19/ST
Date and Time for Issue/Publishing	28.12.2018 at 05.00 PM
Document Download Start Date and Time	29.12.2018 at 10.00 AM
Bid Submission Start Date and Time	31.12.2018 at 10.00 AM
Bid Submission End Date and Time	18.01.2019 at 11.00 AM
Date and Time for Opening of Bids	19.01.2019 at 11.00 AM
Address for Communication	Senior Administrative Officer ICAR-Indian Institute of Millets Research, Rajendranagar,(R.R. District) Hyderabad-500030, T.S.

Senior Administrative Officer

1) INSTRUCTIONS FOR ONLINE BID SUBMISSION

1.1 Bidding Process:

- 1.1.1. The bidder shall submit the bids electronically, through e-procurement system (<http://eprocure.gov.in/eprocure/app>). **Any document submitted through any other means will not be considered as part of Bid except for the Originals as asked in this tender.**
- 1.1.2. The tendering process shall follow two-part bidding. Bid shall be submitted in two parts, Technical Bid and Price Bid.
- 1.1.3. In the first stage, only Technical bid will be opened online and evaluated.
- 1.1.4. The Bid shall be considered responsive provided it meets all the requirements under this tender including technical specifications (**Annexure III**) and relevant documents as stipulated in **Annexure I** of tender document.
- 1.1.5. In the second stage, Price Bids of only those bidders, whose bids are found qualified in Technical Bid, will be opened. Date of Opening of Price Bids would be notified separately.

1.2. General instructions

- 1.2.1 The bidders are requested to submit soft copies of their bids electronically on the CPP Portal, using valid user ID and 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.
- 1.2.2. The tender form/bidding 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/Offline bids **shall not be accepted** under any circumstances.
- 1.2.3 Tenderers/bidders are requested to visit the website <https://eprocure.gov.in/eprocure/app> regularly for obtaining more information useful for submitting online bids on the CPP Portal. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.

- 1.2.4 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. This institute reserves the right to accept or reject any or all the tenders.

1.3 REGISTRATION:

- 1.3.1 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 “**Online Bidder Enrolment**” on the CPP Portal which is free of charge.
- 1.3.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3.3 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.
- 1.3.4 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 / nCode / eMudhra etc.), with their profile.
- 1.3.5 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 DSC’s to others which may lead to misuse.
- 1.3.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC /e-Token.

1.4 SEARCHING FOR TENDER DOCUMENTS: -

- 1.4.1 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.
- 1.4.2 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.

- 1.4.3 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.

1.5 ASSISTANCE TO BIDDERS:

- 1.5.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority (Director/ Head of Office) for a tender or the relevant contact person indicated in the tender.
- 1.5.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24 × 7 CPP Portal Helpdesk.

1.6 PREPARATION OF BIDS:

- 1.6.1 Bidder should take into account of any corrigendum published on the tender document before submitting their bids.
- 1.6.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be uploaded as part of the bid. Please note the number of files, in which the bid documents have to be uploaded, indicating the number of documents – including the names and content of each of the document. **Any deviation from these may lead to rejection of the bid.**
- 1.6.3 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 / JPG formats. Documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 1.6.4 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, TIN, Annual Turnover details, Auditor Certificates etc.) has been provided to the bidders. Bidders can use “My Space” or Other Important Documents” 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.

1.7 SUBMISSION OF BIDS:

- 1.7.1 Bidder should log on to the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission date & time. Bidder will be responsible for any delay due to any issues/ reason.

- 1.7.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document (Annexure I).
- 1.7.3 Bidder has to select the payment option as “Offline” to pay the tender fee / Bid Security (i.e., EMD) as applicable and enter details of the instrument.
- 1.7.4 **The original document in respect of Bid Security amount or the copy of documentary proof for waiver of Bid security shall be physically submitted (by post/courier/in person) in a sealed envelope to the Office of Senior Administrative Officer, ICAR-Indian Institute of Millets Research, Rajendranagar, Ranga Reddy District, Hyderabad – 500 030 before due date and time for bids opening.**
- 1.7.5 The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. **Otherwise the uploaded bid will be rejected.**
- 1.7.6 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white 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.**
- 1.7.7 The server time (which is displayed on the bidder’s 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.
- 1.7.8 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. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid openers public keys.
- 1.7.9 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 1.7.10 Upon the successful and timely submission of bids (i.e after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and date & time of submission of the bid with all other relevant details.
- 1.7.11 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.

1.8. CLARIFICATIONS OF BIDS

- 1.8.1 The Purchaser may, at its discretion, seek clarification(s) from the Bidder during examination, evaluation and comparison of bids. The written response/clarification in this regard shall be submitted by the authorized signatory of Bidder through e-mail or fax or post. In case the Bidder fails to submit the desired information/clarification sought by the Purchaser within stipulated time, further evaluation of its bid will not be carried out and the Purchaser reserves the right to reject the bid. (technical clarification only).

1.9 CONTACTING THE PURCHASER

- 1.9.1 Any clarification/query related to the Bidding document may be addressed to the Tender Inviting authority in wiring through e-mail or fax as per the details given above. Clarification/queries received, within due date and time mentioned in the NIT will only be entertained.
- 1.9.2 Any effort to influence the purchaser during bid evaluation process or contact award process may result in the rejection of the Bidders’ bid.

2. BID EVALUATION CRITERIA

2.1 MODE OF SUBMISSION OF BID

2.1.1 TECHNICAL BID:

The technical bid shall be complete in all aspects and contain all information asked for in this document. Technical Bid shall comprise the following:

- 2.1.1.1 Scanned copy of the duly-filled and signed “Checklist for Bid Submission” as per **Annexure I**.
- 2.1.1.2 Scanned copy of the duly-filled and signed “Bidder’s Profile” as per **Annexure - II**
- 2.1.1.3 Scanned copy of the duly-filled and signed “Technical specification details” as per **Annexure – III**.

- 2.1.1.4 Scanned copy of the signed “Compliance sheet of Technical Specification” as per **Annexure – III**.
- 2.1.1.5 Scanned copy of the certificate “Schedule of changes in specification ” (if applicable) as per **Annexure – III**.
- 2.1.1.6 Scanned copy of the duly filled and signed “Tender Acceptance Letter” as per **Annexure IV**.

2.1.2 *It may be noted that after uploading, following documents should be sent by post / courier/ in person submit to Sr. Admn. Officer, ICAR-Indian Institute of Millets Research, Rajendranagar, Hyderabad – 500 030 on or before bid opening date and time as mentioned in the Critical Date Sheet.*

2.1.2.1 *TENDER FEE: Rs.300/- (in favour of ICAR-Unit IIMR, Hyderabad)*

2.1.2.2 *BID SECURITY AMOUNT : Rs.24,000/- (in favour of ICAR Unit, IIMR, Hyderabad)*

2.1.2.3 ***BROCHURE/CATALOGUE OF THE MODEL OFFERED WITH HIGHLIGHTED REQUIRED TECHNICAL SPECIFICATION***

2.1.3 *Purchaser reserves the right to verify the submitted documents with original one in case of need.*

2.2 PRICE BID :

- 2.2.1 The Price bid shall be complete in all aspects and shall contain all information asked for in this document (**Annexure V**).
- 2.2.2 The Price bid format is provided as BoQ_XXXX.xls along with this tender document at <http://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the Price Bid. Bidder shall not tamper/modify the downloaded price bid template in any manner. In case the Price format is found to be tempered/modified in any manner, then Bid will be Summarily rejected, Bid Security (EMD) would be forfeited and Bidder is liable to be banned from doing business with the Purchaser.
- 2.2.3 The Prices quoted shall be either in India Rupees or foreign currency. In case of Indian Rupees L1 will be arrived after taking all taxes, duties, levies etc., upto IIMR stores.
- 2.2.4 In case of foreign equipment, L1 will be arrived based on basic price, freight, insurance, local delivery charges and other incidental expenses, if any, upto IIMR. Basic price will be arrived based on the conversion prevailing on the date of opening of financial bid.
- 2.2.5 All quoted prices shall be on “Delivery at site” basis.

- 2.2.6 If any bidder quotes Nil charges/consideration, the bid shall be treated as unresponsive and will not be considered.

2.3 OPENING OF TECHNICAL BIDS:

- 2.3.1 The Purchaser will open the bids as per electronic bid opening procedures specified in CPPP at the specified date and time. Bidders can also view the bid opening by logging on to the e-procurement system. Specific bid opening procedures are laid down at <http://eprocure.gov.in/eprocure/app> under the head “Bidders Manual Kit”. The Bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid or they can view the bid opening event on online at their remote end.
- 2.3.2 No representative will be allowed to attend the Bid Opening event at the Purchaser’s location without **valid Bid acknowledgement** slip received after submission of Bids.
- 2.3.3 In the event of the specified date of bid opening declared a holiday for purchase, the bids shall be opened at the specified time and place on the next working day.

2.4 EXAMINATION AND EVALUATION OF TECHNICAL BIDS :

- 2.4.1 The Purchaser will examine the bids to determine their completeness in all respect as per the requirement of this tender document.
- 2.4.2 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any Bidder.
- 2.4.3 The Purchaser shall evaluate Technical Bids based on the documents submitted as per annexure III.
- 2.5.4 The Bidder, if necessary, may be asked to give demonstration of the offered equipment at the Purchaser’s site.
- 2.4.5 The Purchaser reserves the right to reject the bid under any of the following circumstances:
- 2.4.6 Bid is incomplete and/or not accompanied by all required documents.
- 2.4.7 Bid is not in conformity with the terms and conditions of this document.
- 2.4.8 Specifications stipulated in the relevant annexures pertaining to Technical Bid.

2.5 EVALUATION OF PRICE BIDS:

- 2.5.1 Price Bid of only technically qualified bidders shall be opened and evaluated.
- 2.5.2 Evaluation shall be done on the basis of total amount quoted (inclusive of all applicable taxes and duties).
- 2.5.3 The Evaluated Price shall be total price worked out after considering discrepancies, if any, as mentioned in the Price Bid (Annexure-V).
- 2.5.4 In case bidder quotes in foreign currency, L1 will be determined by taking into account of basic price, freight, insurance, local delivery charges and any other

incidental expenses, if any, upto IIMR. Basic price will be arrived based on the conversion prevailing on the date of opening of financial bid.

2.6 LOWEST BIDDER:

- 2.6.1 On completion of Price Bids evaluation process, the Bidder whose Evaluated Price is found to be the lowest would be the L-1 Bidder.
- 2.6.2 In case of tie in the Evaluated Price of multiple bidders, the Bidder offering lowest shall be selected on merits.

2.7 PURCHASE ORDER

- 2.7.1 The L-1 Bidder will be considered as successful Bidder for getting purchase order for supply of the equipment/items.
- 2.7.2 **The acceptance of the Purchase Order shall be submitted within 7 (seven) working days from the date issue of Purchase Order, failing which the Purchaser reserves the right to cancel the Purchase Order and forfeit the Bid security.**

3. TERMS AND CONDITIONS and BIDDING DOCUMENT

- 3.1 The Bidder is expected to examine all instructions, forms, following terms and conditions, eligibility criteria and technical requirements of the tender document. **Failure to furnish any required information will be at the Bidder's risk and may result in the rejection of their bid. Tenders received after due date and time shall be rejected.**
- 3.2 The tenderer should follow the instruction for online submission for both Technical and Price bids.
- 3.3 The Bidder must be a registered entity either a manufacturer or sole proprietor/individual company/Partnership Firm/Cooperative Society/Corporation.
- 3.4 Consortium of Companies is not allowed.
- 3.5 Bidder shall upload self-attested and valid copy of the following along with Technical bid.
 - 3.5.1 GST registration certificate.
 - 3.5.2 Income Tax Registration /PAN Number
- 3.6 MANUFACTURER/SUPPLIER or their authorised dealer's/channel partners can only participate in the tender. In case the bidder is an authorised dealer/channel partner, then upload scanned copy of a valid certificate of their authorization. It may be noted

that for the same product both Manufacturer/Supplier cannot submit their bid. However, in case of submission by both, it will be treated as single bid.

- 3.7 The Manufacture/Supplier/Dealer should be in existence for over 03 (Three) years in the trade with the business turnover of not less than **Rs. 50 Lakhs** per annum in any three years out of last five years. Audited Balance Sheet and Profit and Loss account should be uploaded while Technical bid. If the sub-dealer is not having turnover, based on the authorized and valid certificate of dealership, their Manufacturer turn over will be considered. For this, authorized dealer should provide the details their website to verify/download the balance sheet, where details can be easily accessed.
- 3.8 Copy of the Turnover sheet in any three years out of last five years (certified by the chartered Accountant or self-attested) should be uploaded to verify the turnover of the firm.
- 3.9 The tenderer must upload the duly filled on firm's letter head duly signed by the Competent authority and bear the seal of the Firm from annexure I to V, failing which, bid is summarily rejected.**
- 3.10 The interested Firms are required to deposit (in original) **Tender Fee of Rs.300.00 (Non-refundable)** in the form of crossed Demand Draft obtained in favor of "ICAR UNIT-IIMR" payable at Hyderabad. This should be sent to Sr. Administrative Officer, ICAR- Indian Institute of Millets Research, Rajendranagar, (R. R. District) Hyderabad-500030, T.S.**on or before bid opening date and time** as mentioned in the Critical Date Sheet.
- 3.11 The interested Firms are required to deposit (in original) **BID SECURITY** (i.e., Earnest Money Deposit (EMD)) **in the form of crossed Demand Draft from any of the Nationalized Bank in favour of "ICAR UNIT-IIMR"** payable at Hyderabad. This should be sent to Sr Administrative Officer, ICAR-Indian Institute of Millets Research, Rajendranagar, (R.R.District),Hyderabad-500030**on or before bid opening date and time** as mentioned in the Critical Date Sheet.
- 3.12 The firms registered with NSIC/MSME and seeking exemption to this effect should send self-attested copy to the Senor Administrative Officer, ICAR-Indian Institute of Millets Research, Rajendranagar (R.R.District), Hyderabad – 500030 **on or before bid opening date and time** as mentioned in the Critical Date Sheet.
- 3.13 The Bid Security will be refunded only after the finalization of the procurement and no interest will be paid on Bid Security. In case of non-supply of order as per purchase order, the Bid Security will be **forfeited. No tender shall be considered without the Bid Security.**
- 3.14 Warranty and Maintenance support: The warranty of all quoted items shall start from the date of commissioning or acceptance for the period as given in the technical specifications (**Annexure III**).

- 3.15 Deviation on lower side of technical specifications as per Annexure III shall not be considered. Thus, the bidder must ensure before bidding that the product being quoted is meeting all the technical requirements mentioned and should be substantiated with proper technical datasheets/documents. Just enclosing the brochure is not sufficient. **The bidder is advised to highlight the technical specifications in their brochure for immediate ‘eye catchy’. This will help to finalize the technical bid without any ambiguity and confusion.**
- 3.16 Based on the technical specification made available in their brochure, ICAR-IIMR is having right to check the technical specifications quoted by the bidder on their website or OEM website. If the same is not matched, the bids will be disqualified. Also, the firm must submit the brochure/catalogue with high-lighted portion of technical specifications along with tender fee and EMD. In case of firms registered under NSIC/MSME seeking exemption for Bid Security amount, they should submit the original brochure along with proof of exemption. These documents should be sent by post to Sr. Administrative Officer, ICAR-Indian Institute of Millets Research, Rajendranagar (R.R. District), Hyderabad – 500030.
- 3.17 In case of higher specifications, if any quoted by the bidder, again the bidder should clearly distinguish the specification in their brochure. ***Bidder should not presume that mere quoting higher specifications will be qualified technically.*** It is prerogative of ICAR-IIMR that depending on the research requirement and necessity, the bid quoted for higher specifications may or may not be considered.
- 3.18 The tenderer shall quote rates including the delivery and all other incidental charges. Taxes, if any, should be indicated separately in the BOQ itself.
- 3.19 The rates should be quoted as per the BOQ uploaded on the CPP Portal (reference may be obtained from **Annexure –V**). Taxes, if any, should be indicated separately. It must be noted that the contract shall be awarded to the firm which fulfils all the required terms and conditions and remains L-1 for any particular item or group of items.
- 3.20 Modification in the tender documents after the closing date is not permissible.
- 3.21 **Bid Validity:** The rates quoted shall be valid for 180 days from the date of opening of tender. The bidder should agree to extend date for another 30 days in case demanded by ICAR-IIMR.
- 3.22 No variation in terms of quality of the items shall be entertained or else Bid Security amount shall be forfeited.
- 3.23 Delivery period: The successful firm shall have to supply the indigenous equipment within 45 days and foreign equipment within 120 days from the date of confirmed supply order, respectively. If the equipment/material is not supplied within the time limits, liquidity damages shall be levied @ 2% per week subject to maximum of 10%

of the order value, in addition to forfeiting Bid Security amount suitable legal action will be taken against the firm .

- 3.24 The contractor/bidder or his representative may contact the Senior Administrative Officer/ Assistant Administrative Officer (Stores) at Telephone No.040- 24599306/ 24599308 for any further clarification.
- 3.25 Merely quoting of lowest rates does not mean that order shall be given to that firm. The Competent Authority will finally decide on the basis of quality and past performances.
- 3.26 Payment: 100% payment will be released only after installation and commissioning of the equipment/item and duly certified by the concerned officer to this effect.
- 3.27 In case of foreign equipment, where Foreign Letter of Credit needs to be opened, 80% at sight and balance 20% will be released after satisfactory and installation and commissioning of the equipment.
- 3.28 Rates once finalized will not be enhanced during the period of the contract.
- 3.29 Successful bidder should deposit a performance security @10% of the quoted price after the issue of Purchase order.
- 3.30 In case, the successful bidder shows inability at any stage, after the contract is finalized and awarded, for whatsoever reason(s), to honor the contract/delivery of the item (s), the Bid Security /Performance Security deposited would be forfeited.
- 3.31 Bidder need not to come at the time of Technical bid as well as Financial bid opening at ICAR-IIMR, Hyderabad as they can view live bid opening after login on e-Procurement Portal at their remote end. If bidder wants to join bid opening event at ICAR-IIMR then they have to come with bid acknowledgement slip that generates after successfully submission of online bid.
- 3.32 Any disputes arising out of this order will be subject to the jurisdiction of Ranga Reddy District
- 3.33 This institute is Registered with DSIR and exempted from Excise Duty & Custom Duty. Hence CDEC/DSIR will be provided to the firm, if demanded. Rate should be quoted accordingly.
- 3.34 The Director, ICAR-IIMR reserves the right to cancel the whole tender at any time during the current period without giving any reason.
- 3.35 The Director, ICAR-Indian Institute of Millets Research, Rajendranagar (R.R. District) Hyderabad-500030, shall have the right to reject all or any of the offers, accept more than one offer, and assign part of the job.

3.36 The Bid, as well as all correspondences and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be in English language only. Supporting documents and printed literature, if not in English language, that are part of Bid document shall be accompanied with a self-certified copy of English translation of the same.

3.37 Scanned documents/originals to be uploaded or sent.

- 3.37.1 Scanned copy of Brochure of model of Equipment offered
- 3.37.2 Compliance statement duly attested and signed by the tenderer
- 3.37.3 Audited balance sheet and IT returns for the last three years
- 3.37.4 Valid authorized dealer certificate
- 3.37.5 Include the list of clients
- 3.37.6 Firm's registration
- 3.37.7 Pan Card,
- 3.37.8 TIN / GST Registration number

4. AMENDMENT TO TENDER: At any time, prior to the deadline of submission of the bids, the Purchaser may, for any reason, whether at its own initiative or in response to any clarification requested by prospective bidder(s), modify the tender's condition/term/specification by way of amendment/ corrigendum two days before the last of date of submission. Hence, bidders are requested to go through the e-portal periodically and also IIMR website for changes, if any, may be noted accordingly. IIMR will not be held responsible if the bidder does not notice the changes.

5. MODIFICATION OF BIDS : Bidder may modify its bid on the e-procurement /CPP portal (<http://eprocure.gov.in/eprocure.app>) before **two days prior** to the last date of bid submission. .Modification of the bid sent through any other means shall not be considered by the Purchaser.

6. LATE BIDS:The e-procurement system will not allow any late/delayed submission of bids after due date and time as per server system.

7. PERFORMANCE SECURITY

7.1 A Performance security 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 in an acceptable form shall be deposited within 10 days from the date of receipt of Purchase order.

7.2 The Performance Security, thus, submitted shall be valid for a period sixty days (60) beyond the date of completion of all contractual obligations of the supplier including warranty obligation.

8. COST OF BIDDING

8.1 The Bidder shall bear entire costs associated with the preparation and submission of its bid and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

9. RIGHT TO ALTER QUANTITIES

9.1 The Purchaser reserves the right to reduce or increase the quantity to be purchased on the same terms and conditions.

10. RIGHT TO ACCEPT/REJECT BID (S)

10.1 The Purchaser reserves the right to accept or reject any bid and/or annul the bidding process and/or reject all bids, without assigning any reason thereof, at any time prior to award of contract and without thereby incurring any liability to the affected Bidder(s) of the ground for purchaser's action.

11. INSPECTION AND ACCEPTANCE

11.1 Purchaser reserves the right to carry out pre-dispatch inspection at Bidder's factory/premises. The Bidder shall keep the sampled equipment ready for inspection and shall provide all assistance for inspection. There shall not be any additional charges for such inspection.

11.2 In case of receipt of any damaged item, the same shall be replaced by the Supplier with a new one at no additional cost to the Purchaser. The replaced item shall be supplied immediately so that its installation and acceptance is completed within the time schedule as mentioned in supply order failing which Liquidated Damage, as per the terms and condition of the tender shall be applicable.

11.3 At the time of installation, inspection of equipment shall be carried out by the Purchaser for ascertaining the functional performance in accordance with the technical specifications. The equipment non-conforming to the same shall be replaced / rectified by the Supplier to the Purchaser's satisfaction. If during the installation, it is found that more than 10% of the ordered quantity of equipment fail to perform as per technical specifications, then the Purchaser shall have right to reject all equipment supplied and encash the Performance Security.

12. TERMINATION OF CONTRACT

12.1 The Purchaser without prejudice to any other remedy for breach of Contract, by giving **30 (Thirty) days** written notice to the supplier, may terminate this contract in whole or in part, if the supplier fails to perform any obligation(s) under the Contract.

- 12.2 The Purchaser may also at any time terminate the Contract by giving **30 (Thirty) days** written to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent.
- 12.3 In case of Termination of Contract due to default on part of Supplier, the Performance Security submitted by the Supplier shall be encashed by the Purchaser. Termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

13. DISPUTES AND ARBITRATION

- 13.1 All matters relating to any dispute which may arise during the execution of the contract shall be referred to Arbitration of an Arbitrator to be mutually agreed upon between the parties. In the case of failure, the dispute shall be referred to the Award of two Arbitrators, one to be appointed by Contractor and the other by IIMR. The two Arbitrators shall appoint an Umpire in advance of their consideration of any point of dispute. The decision of the Arbitrator in the case of former and that of the Umpire in the case of latter shall be final and conclusive and binding on both the parties. The provisions of the Indian Arbitration Act, 1996 and the Rules made there-under and any statutory modification thereof shall be deemed to form a part of contract.
- 13.2 The venue of such Arbitration shall be at Hyderabad only. Arbitration suits or any other claims filed in any Court of Law outside Hyderabad City will not be binding on IIMR.

14. CORRUPT AND FRAUDULENT PRACTICES

- 14.1 The Purchaser requires that Bidders/Supplier observe(s) the highest standard of ethics during the bidding process and during the execution of the Contract. In terms thereof, the Purchaser -
- 14.1.1 shall reject the bid of a Bidder including the successful Bidder, if it is established that the Bidder has been engaged in corrupt or fraudulent or collusive or coercive, or undesirable or restrictive practices while competing in the tender.
- 14.1.2 shall declare a Bidder ineligible, either indefinitely or for a stated period of time, from participation in any tender or bidding process or for award of a contract/contracts or continuing with it after award, if at any time, it is established that the Bidder has been engaged in “corrupt or “fraudulent” or “collusive” or “coercive” or undesirable or restrictive practices in competing for, or in executing, the Contract.

15. FORCE MAJEURE

15.1 Notwithstanding the above provisions, the Supplier shall not be liable for penalty or termination of contract if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. 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 the following:

- 15.1.1 war (whether declared or not), hostilities, invasion, acts of foreign enemies, rebellion, revolution, insurrection of military or usurped power, or civil war;
- 15.1.2 act of any political or religious incidence;
- 15.1.3 acts of terrorism;
- 15.1.4 riots, civil commotion or disorder, industry wide strike; or
- 15.1.5 natural calamities like flood, earthquake, cyclone, fire, etc.

15.2 The decision of Purchaser to accept an event claimed by the Supplier as Force Majeure will be final and binding on the Supplier.

15.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract.

16. CORRUPT AND FRAUDULENT PRACTICES

16.1 The Purchaser requires that Bidders/Supplier observe(s) the highest standard of ethics during the bidding process and during the execution of the Contract. In terms hereof, the Purchaser:

- 16.1.1 shall reject the bid of a Bidder including the successful Bidder, if it is established that the Bidder has been engaged in corrupt or fraudulent or collusive or coercive, or undesirable or restrictive practices while competing in the tender.
- 16.1.2 shall declare a Bidder ineligible, either indefinitely or for a stated period of time, from participation in any tender or bidding processor for award of a contract/contracts or continuing with it after award if at any time, it is established that the Bidder has been engaged in "corrupt or "fraudulent" or "collusive" or "coercive" or undesirable or restrictive practices in competing for, or in participating the bidding process or in executing the Contract.

17. CODE OF INTEGRITY

No official of a procuring entity or a bidder shall act in contravention of the codes which includes –

17.1 Prohibition of –

- 17.1.1 Making offer, solicitation or acceptance of bribe, reward or fit or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- 17.1.2 Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided;
- 17.1.3 Any collusion, bid rigging or anti-competitive behaviour that may impair the transparency, fairness and the progress of the procurement process;
- 17.1.4 Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain;
- 17.1.5 Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly;
- 17.1.6 Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process;
- 17.1.7 Obstruction of any investigation or auditing of a procurement process;
- 17.1.8 Making false declaration or providing false information for participation in a tender process or to secure a contract;

17.2 Disclosure of conflict of interest;

17.3 Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

18 PAYMENT CONDITIONS:

- 18.1 The payment shall be made only in Indian Rupees only after installation and commissioning of the equipment/items duly certified by the concerned Officer to this effect, subject to deduction of Liquidated damages as per terms and conditions mentioned at clause 8.23.
- 18.2 The Supplier/firm should submit the invoice in triplicate. The invoice should contain the Sales tax/VAT registration number and there should not be any overwriting/cuttings/corrections. An advance stamped receipt should be enclosed along with invoice.

COMPLIANCE SHEET/CHECK LIST FOR ELIGIBILITY CRITERIA – FORMAT
(Should be Uploaded on letter head of the firm)

File No.	Documents ID	Documents to be uploaded	Compliance report Yes or No
File No. 1	Bidder Profile	i). Duly filled, signed and affixing company/firm seal of Annexure II . ii). Self attested copy of firm registration certificate or valid dealer certificate as the case may be. iii). Self attested copy of PAN NO. iv). Self attested copy of GST No. v). Copy of Audited Balance Sheet and P&L account duly signed by CA or Self-attested for the minimum of thr years of eligible turnover.	
File No. 2	Tender fee & Bid Security	i). Tender fee ii). Bid Security details.	
File No. 3	Technical Specification	i). Annexure III on the Firm's Letter head. ii). Self attested Brochure copy wherein highlighted technical details.	
File No. 4	Tender Acceptance Letter	Annexure IV on Firm's Letter head	
File No. 6	Price Bid	Annexure V on Firm's Letter head	

Note :: All the documents uploaded should be signed by the Competent authority and bear the seal of the Firm. Failing which, bid is liable for rejection.

Signature of authorized signatory
 Name & Designation
 Seal

BIDDER'S PROFILE
(Should be Uploaded on letter head of the firm)

Name of the Firm	
Address for Correspondence	
Contact Person Name and Designation	
Mobile and Fax	
Email ID for correspondence	
Type of Firm (Sole Proprietor/Manufacture/Partnership firm/Limited Company/Corporation/Society)	Registration Certificate of the Company or Dealer/Agent Certificate
Income Tax Registration /PAN No. (pl. upload self-attested copy)	
GST registration Certificate (pl. upload self-attested copy)	
The annual gross turnover of the firm should not be less Rs. 50 Lakhs at least for three years during last five years. (pl. enclose Audited balance sheet and P&L account duly signed by CA or Self attested).	
a) 2013-14	
b) 2014-15	
c) 2015-16	
d) 2016-17	
e) 2017-18	
Technical Specifications supported by Printed Brochure of the manufacture, giving all the details of conformity. (Important and major features may be highlighted in scanned copy of brochure with alphabetically and upload the same. However, Original of the same may be sent along with EMD on or before due date). (Annexure III)	
Upload the Compliance of Technical Specification as per Annexure IV	
Details of upload Tender fee	
Details of upload Bid Security fee	
Bank Details	
Name of the Bank	
Branch & Address	
Type of Account	
Account No.	
MICR NO.	
IFSC Code No.	

Signature of authorized signatory
Name & Designation
Seal

TENDER ACCEPTANCE LETTER
(Should be Uploaded on letter head of the firm)

Date:

To,

.....
.....

Sub: Acceptance of terms and conditions of tender.

Tender Reference No.:

Name of tender/work:-

Dear Sir,

1.I/we have downloaded / obtained the tender documents(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), schedules(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/ Central Autonomous Bodies.
- 6.I/we certify that all information furnished by the our Firm is true and correct and in the event the information is found to be incorrect/untrue or found violated, then your department/organization 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.

Signature of authorized signatory
Name & Designation
Seal

PRICE BID
(Should be Uploaded on letter head of the firm)

S.No.	Item	Quantity	Unit Price	Taxes	Total (₹)
1.	Deep Freezer-minus 80° C with stabilizer	1 nos.			
			Total in Figures		
Quoted Amount in words					

- The above mentioned Price Bid format is provided as BoQ_XXXX.xls along with this tender document at <http://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in their offer/rates in the permitted column (coloured) and upload the same as Price Bid. **Bidder shall not tamper/modify the downloaded price bid template in any manner.** In case the price bid template is found to be tampered/modified in any manner, the corresponding bid will summarily be rejected and Bid Security would be forfeited and the Bidder is liable to be banned.
- The rate shall be quoted in Indian Rupee only. In case, the bidder quoted price in foreign currency, prevailing exchange rate on the bid opening will be taken into account for price comparison.
- The quoted price shall be inclusive of all taxes and duties. **The quoted price shall not be affected by any subsequent revision in the statutory taxes, duties etc.** In case, the bidder quoted price in foreign currency, approximate freight, insurance, local transport and other incidental expenses etc., will be added to arrive L1.
- In case of any discrepancy in calculation of total amount, the total evaluated price in word will be considered for evaluation.
- The quoted rates shall remain firm throughout the validity period of the bid/contract and no revision is permissible whatsoever may be the reason.
- Bidders are advised to quote taxes only in complete Indian rupees and not in percentage.**

Signature of authorized signatory
Name & Designation
Seal

Specification**Deep Freezer minus 80°C deep freezer with stabilizer**

- Capacity 650-750 litres.
- Temp Range: upto -55°C to -85°C in 1°C increments.
- Micro Processor control; LCD with soft input keys for temperature and alarms.
- Refrigeration system to cope in high-ambient conditions.
- Interior SS coated for easy cleaning and eliminating oxidation.
- Exterior 18-20 gauge Steel, coated with paint to resist scratch and rust.
- Polyurethane foam Compartments (3-4 Nos.) with corrosion resistant shelves (2 Nos.).
- Inner and outer door fitted with effective insulation
- Outer door with keyed locks.
- Password protection for temperature or alarm settings.
- Activation of alarms and temperature display during power failure.
- Freezer should offer improved energy consumption and uniformity along with faster reopening of the door after closure.
- Freezer should prevent power supply overload in case of multiple restart after a power failure.
- Freezer should maintain stable power by protecting from high or low voltage fluctuation.
- Noise Level: <50dB,
- Power Consumption: <13 kWh/day
- Pull down Time: 5hrs or less
- Supplied with suitable voltage stabilizer.
- ISO CER certified
- Two-year warranty.