



भा.कृ.अनु.प.- राष्ट्रीय कृषि उपयोगी सूक्ष्मजीव ब्यूरो
ICAR-NATIONAL BUREAU OF AGRICULTURALLY IMPORTANT MICROORGANISMS



पोस्ट व ग्राम - कुशमौर, मऊ (उ.प्र.) २७५१०३

Village & PO : Kushmaur, Mau 275103 (UP)

Tel : (0547) 2530080, FAX : (0547) 2530381, E-Mail :ao.nbaim@icar.gov.in (Web): www.nbaim.org.in

F. No. 1-25/store/NBAIM/2018-19/

Date: 29.11.2018

NOTICE INVITING TENDER THROUGH E-PROCUREMENT

The Director, ICAR-National Bureau of Agriculturally Important Microorganism, Mau on behalf of the President, Indian Council of Agricultural Research, New Delhi invites online bids from the Manufacturer/registered firms for the purchase of below mentioned services. **Manual bids shall not be accepted.**

Sr. No.	Equipment	Qty	EMD (In Rs.)	Tender fee (In Rs.)
1.	Atomic Absorption Spectrophotometer	01	1 lakh	1000.00
2.	FTIR	01	40000.00	1000.00
3.	Fermenter	01	7500.00	1000.00

Note: In case any firm is participating for more than one item, tender fee of Rs. 1000/- only is to be paid but the EMD for every item is to be paid separately.

Critical Date Sheet

Date and Time for Issue/Publishing

Document Download / Sale Start Date and Time

Document Download / Sale End

As per CPP portal

Date and Time

Bid Submission start Date and Time

Bid Submission End Date and Time

Date and Time for Opening of Bids

Address for Communication

Administrative Officer



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Tel : (0547) 2530080, FAX : (0547) 2530381, E-Mail : nbaimicar@gmail.com, (Web): www.nbaim.org.in

1. The tender form/bidder documents may be downloaded from the website: <https://eprocure.gov.in/eprocure/appn> . Online submission of Bids through Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) is mandatory. Manual bids shall not be accepted.
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 Ministry reserves the right to accept or reject any or all the tenders.
4. The interested Firms are required to deposit (in original) an Earnest Money Deposit (EMD) of as prescribed above separately in the form of Demand Draft from any of the Commercial Bank in favour of Director- ICAR, National bureau of agriculturally important microorganisms, Kushmaur Mau may be addressed to Director- ICAR, National bureau of agriculturally important microorganisms, Kushmaur Mau Uttar Pradesh 275103 on or before bid submission **closing date & time**.

Technical Bid

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

- (a) Scanned copy of Earnest Money Deposit (EMD) and tender fee/its exemption, if any.
- (b) Scanned copy of Firm's registration, GSTIN no and Tender acceptance letter (Annexure VI).
- (c) RTGS detail of the firm.
- (d) Scanned copy of similar contracts of supply of equipment to Government Departments.
- (e) Undertaking that items shall be supplied as detailed in tender document.
- (f) Scanner copy of ink signed tender specific authorization from OEM (Original Equipment manufacturer). (Annexure II)
- (g) Undertaking that firm has not blacklisted by any government organisation. (Annexure III)
- (h) Scanned copy of Make and Model of all systems, sub systems and additional items should be mentioned in the technical details should be provided in the form of Brouchers and write-ups

PRICE BID

(a) Price bid undertaking

(b) Schedule of price bid in the form of BOQ_XXXX .xls

Annexure I

PRICE BID UNDERTAKING

From: (Full name and address of the Bidder)_____

To,

Dear Sir/Madam,

I submit the Price Bid for_____ and related activities as envisaged in the Bid document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.

3. I offer to work at the rates as indicated in the price Bid, Annexure IV inclusive of all applicable taxes except Service Tax.

Yours Faithfully,

Signature of
authorized
Representative:

- **Schedule of price bid in the form of BOQ_XXXX .xls**

The below mentioned Financial Proposal/Commercial bid format is provided as BoQ_XXXX.xls along with this tender document at <https://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 commercial bid. **Bidder shall not tamper/modify 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 ICAR .

MANUFACTURER'S (OEM) AUTHORISATION FORM

To

The Director,

ICAR- National Bureau of Agriculturally Important Microorganisms

Kushmaur, Mau (U.P.) 275103

Ref: your Bidding Documents No.....dated.....

Dear Sir,

We....., who are established and reputable manufacturers of

..... (Name and description of the goods offered in the bid) having factories at

..... hereby authorize Messrs.....
(name and address of the agent) to submit a bid, negotiate (as and if necessary) and conclude the contract with you against your above mentioned Bidding Documents for the above goods manufactured by us.

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

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

Yours faithfully,

(Signature name and designation)

for and behalf of Messrs.....

[name & address of the manufacturers]

Note: This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. The authorization Certificate should be from the "Manufacturer" only and certificate from any other firm/person including OEM arrangements would not be accepted.

(Printed on letter head of firm)

TO WHOM IT MAY CONCERN

We hereby certify that our firm

..... has

not been black listed by any Government, or semi

Government department in India.

(Signature of the Firm with Seal)

List of Equipments Required

S.No.	Name of Service	Qty	EMD (In Rs.)	Tender fee (In Rs.)
1.	Atomic Absorption Spectrophotometer	01	1 lakh	1000.00
2.	FTIR	01	40000.00	1000.00
3.	Fermenter	01	7500.00	1000.00

- The interested firms are required to deposit (In Original) an Earnest Money Deposit (EMD) of the amount mentioned above in the form of DD/Bank guarantee from any of the commercial bank in favour of Director, ICAR-NBAIM, Mau and should be addressed to (In Original) "To, Director, ICAR-NBAIM, Kushmaur, Maunath Bhanjan-275103, Uttar Pradesh"

Specification for Atomic Absorption Spectrophotometer with accessories and compatible stabilizer

Specifications:

Specification for Atomic Absorption Spectrophotometer with accessories and compatible stabilizer

Specifications:

1. Spectral range: 190 to 900 nm with automatic changeover/ programmable between flame and furnace mode. Deuterium for flame & D2 & Zeeman background correction for graphite furnace
2. Optics : Czerny Turner Type/ Ebert Fasty Monochromator with Holographic Diffraction grating used with dual blazed and ruling density [RLD (Reciprocal Linear Dispersion) 1.6 nm/mm] or Better
3. Detector : Photo Multiplier Tube / solid state array detector
4. Holographic grating with 1800 lines/mm
5. Highest safety standard with complete sensor control
6. Automated height adjustment of the burner head
7. The system should be integrated for both Flame and Furnace with built in Atomizer and can be controlled through software
8. Scope of elemental analysis : As, Ca, Na, Co, Cu, Cd, Cr, Ni, Fe, Mg, Mn, Hg, Zn, Pb, Si& B
9. Instrument should be sensitive enough to detect trace concentrations of element in ppm to ppb
10. Flame System
 - (i) Burner: Universal Titanium burner for Air-Acetylene and Nitrous Oxide-Acetylene flames with fully inert carbon filled PPS spray chamber.
 - (ii) Three slot burner head for analysis of samples having high concentration of dissolved solids
 - (iii) The spray chamber design should be efficient enough to minimize carbon built up during fuel burning and problem of burner blockage during analysis of samples having high concentrations of salts, carbohydrates etc.
 - (iv) Programmable switching between Air/Acetylene & Acetylene/Nitrous Oxide intakes.
 - (v) The Nebulizer should be made up of corrosion resistant material preferably Pt/Ir or Pt/Rh alloy or inert plastic
 - (vi) There should be provision of deuterium background corrections for removing any spectral interference
 - (vii) Fully safety interlock including pressure sensors on both line
 - (viii) Power failure protection
 - (ix) Flame ignition should be automatic
 - (x) Lamp Support: Minimum eight lamps with automatic alignment and computer controlled lamp selection for both flame and furnace.
11. Graphite Furnace System is required for precise detection of elements in trace quantity, the system should support following features:
 - (i) Automatic as well as programmable switching between flame mode to furnace mode
 - (ii) System should have mechanism for removal of background noises created due to Zeeman splitting.

12. Instrument should be supplied with automated hydride generation system for analysis of arsenic, selenium, antimony, mercury etc.
13. Computer controlled operations like burner movement (Height adjustment, rotation etc.)
14. Standard accessories to be supplied:
 - i) Acetylene, Nitrous oxide and argon gas cylinders with regulators
 - ii) Cylinder should have explosive certification
 - iii) Two filled cylinder for each gas
 - iv) Air compressor (oil free) and air filters
 - v) Moisture trap circulating refrigerated chiller
 - vi) Spares and consumable for two years operations
 - vii) Exhaust fume hood (Stainless steel)
 - viii) Inert Centrifugal blower
 - ix) Double stage gas pressure regulators with stainless steel diaphragm, for ultra-high purity grade gases each for acetylene, nitrous oxide and argon with necessary SS tubing and fittings for connecting these to gas Cylinders
 - x) Extra gas pressure regulators to be supplied one each
15. Spare one set of hollow cathode lamps: Si, As, Ca, Na, Co, Cu, Cd, Cr, Ni, Fe, Mg, Mn, Hg, Zn, Pb& B
16. Graphite tubes minimum 10 sets to be supplied
17. System should have option to include auto sampler.
18. Power Requirement 220-240 V, 50 Hz
19. Data processing unit with at least Intel Core i5 processor , with RAM of 8 GB, 2TB of storage, monitor and required software for AAS operation and data analysis
20. Provision for future upgradation should be provided
21. Quality Certification: System should have EU, CE and ISO certification
22. Original brochure (no web printed) with technical details should be attached with quotation
23. Provide list of installations at various labs of ICAR, CSIR, DST, DBT etc.
24. 15 KVA online UPS with minimum of 30 min back up to be supplied
25. NIST (National Institute of Standards and Technology) traceable standards for each element should be supplied separately 100 ml (1000ppm) each
26. **Warranty: 2 years and more, onsite**

FTIR

Specifications:

1. Fully Computer Controlled FTIR Spectrophotometer, with minimum 02 years warranty on Laser Source
2. Light weight (<15 kg)
3. Detector: DTGS or advanced
4. Spectral range: 6000-500 cm^{-1} or better
5. Spectral resolution/accuracy: 1 cm^{-1} or better
6. Suitable software for spectral analysis
7. Wavelength precision: 0.01 cm^{-1} at 2000 cm^{-1} or better
8. Power supply: 100-240V 50/60Hz
9. Compatible Computer/Laptop with suitable software and Windows installed
10. Compatible stabilizer
11. Should have CE certification

Fermenter

Specifications:

1. Volume Capacity : Benchtop unit with total volume 5 liter (min.) & working volume 3L or more
2. Fermenter Vessel: Glass-based (Borosilicate or Pyrex Glass) with double wall Jacket
3. pH control : Automatic
 - 3.1 Equipment with pH sensors; with the device for facilitating acid/base addition & mixing
 - 3.2 pH range : pH range 0 to 13 pH units min, scalable to full range; min. resolution :0.01 pH unit
 - 3.3 pH Calibration : 2 point semiautomatic type
4. Temperature control : Automatic type, sensor based control
 - 4.1 Range of control : min 10°C to 70°C with heat source reflector
 - 4.2 Cooling control : External chiller-based cooling system
 - 4.3 Calibration : Single point semiautomatic control using main panel
5. Agitation Control : Automatic type
 - 5.1 Motorized agitation with RPM range 10 min to 1000 or more
 - 5.2 Sterility with magnetic coupling control
6. Dissolved Oxygen control : Automatic type
 - 6.1 DO control range : 0-100% with min resolution of 0.1%
 - 6.2 Sensor: Polarograph type oxygen sensor
7. Aeration with mass flow control for air 0 to 5 l/min or more through circulation pumps
8. Working temperature : 0°C to 40°C with microprocessor based indicator
9. Chamber & Lid quality : stainless steel >300 grade SS with PUF insulation
10. Working relative humidity: 0-90%
11. Compatibility : Should be totally compatible with PC via remote connectivity (Ethernet or LAN)
 - 11.1 Display : Colour, Touch Screen (min 5 inches or more)
 - 11.2 Portability : USB port connectivity (min. 1)
 - 11.3 Power demand : up to 400W; Single phase, range 90-240V AC, 50-60Hz
12. Warranty : Min 2 years

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)

Annexure-VII

Name of the firm :

Registered/Postal Address :
.....
.....

1.	Phone number/Mobile number	
2.	E-mail Address	
3.	PAN No	
4.	VAT/TIN no., if applicable	
5.	Bank Details: Bank Name: Branch Address with Phone No. Account No.: Type of account (Current/Saving):	
6.	RTGS/IFSC code & Branch	

Annexure VIII

Instructions for Online Bid Submission:

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.

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 "**Online bidder Enrollment**" on the CPP Portal which 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 / 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 DSC's to others which may lead to misuse.
- 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.

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/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 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" 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.

SUBMISSION OF BIDS

- 1) Bidder should log into 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 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) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. 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.
- 5) 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.
- 6) The server 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.
- 7) 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. Overall,

the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie 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 no. and the date & time of submission of the bid with all other relevant details.
- 9) 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.
- 2) 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.

General Terms and Conditions

- I. Description of the goods required and the required quantity : **(As enclosed in Annexure-IV)**
- II Guiding specification and other Technical Details : **(As enclosed in Annexure-V)**
- III. Terms of delivery (Delivery at site) : **FOR ICAR-NBAIM, MAU**
- IV. Erection/installation and commissioning (if required, depending on the goods ordered) : Completed within 15 (fifteen) days of delivery of the goods at site.
- V. Terms of Inspection by the purchaser's representative : **Indenting Officer**
- VI. Training of Purchaser's operator(s) for operating the goods ordered, as and if necessary : ICAR-NBAIM operator (s) for operating the goods ordered, as and if necessary ICAR-NBAIM operator(s) is/are to be trained for a period of 02 days/weeks at Directorate premises/supplier's premises for successfully operating the goods purchased. The training shall be completed within 07 days of installation.

VII. Price structure

- a. The tenderer shall quote for the complete requirement of goods & services and for the full quantity as shown against a serial number in the list of requirements in Annexure-VIII, the tenderer are, however, free not to quote against all the serial numbers mentioned in the List of Requirements (in case there are more than one serial number in the list of requirements).
- b. **Specification quoted by the firm should be attached literature, leaflet/brochure of the equipments /items with the tender documents essentially.**
- 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. However, VAT/S.T., as legally and contractually leviable, will be quoted separately by indicating the nature and the current rate of VAT/Sales Tax, as applicable at the time of quoting. The sales tax will be paid extra at actual at the time of supply provided the transaction of sale is legally liable to sales tax and the amount of the sales tax is contractually payable. If the supplier in its quotation does not ask for sales tax extra, the same shall not be paid even if asks for the same at the later date.
- 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. However, sales tax will be paid extra as per provision under Clause viii (c) above.

VIII) Receipt of goods and Terms of Payment:

Payment terms for supply of goods, including erection/ installation and commissioning (as and when 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 two 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.

ix) Paying Authority: The Assistant Finance & Accounts Officer, on behalf of the Director, ICAR-NBAIM.

x) Liquidated Damage Clause: The purchaser reserves all right to accept or deny the extension of delivery period. 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 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 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, after which the order will be treated, cancelled. The liquidated damage will also include damage due to delay in supply, installation and training. 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 & services, supplied during the period of delay. The purchaser's letter (to the supplier, with copies endorsed to other concerned) extending the delivery period will be subject to the above conditions.

xi) Warranty Clause: Manufacturer's standard warranty clause is acceptable.

xii) 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.

xiii). The quotation/offer shall remain valid for acceptance for a period not less than 90 days after the specified date of opening of the offers.

XIV) In case, the successful bidder shows inability at any stage, after the contract is finalized and awarded for whatsoever reason(s), to honour the contract, the EMD/Performance Security deposited would be forfeited.

XV)The firm to whom the tender will be awarded, will have to deposit the performance security equal to 5% of the total amount tentatively arrived till such time the period of contract expires. If the supply/services are not found to be satisfactory, the performance security is liable to be forfeited.

Administrative Officer