



**ICAR – Directorate of Coldwater Fisheries Research  
Bhimtal – 263136, Distt. – Nainital (Uttarakhand)**



File No. 1-31/2018/AKMU

Date: 19.2.2018

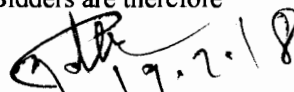
**NOTICE INVITING TENDER THROUGH E-PROCUREMENT**

Online Bids are invited from manufacturer/supplier under two bids system for procurement of **Nitro Pro 10 and above (Professional)** at ICAR-DCFR, Bhimtal. 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.

**CRITICAL DATE SHEET**

Tender Enquiry No.	<b>Nitro Pro 10 and abobe (Professional)</b>
Tender fee	Rs. 1000.00
Name of Organization	ICAR-DCFR, Bhimtal
Date and Time for Issue/Publishing	19.02.2018 4:00 pm
Document Download/Sale Start	19.02.2018 4:00 pm
Bid Submission start Date and Time	20.02.2018 9:00 am
Bid Submission End Date and Time	13.03.2018 5:00 pm
Date and Time for Opening of Bids	15.03.2018 11:00 am
Address for Communication	ICAR-DCFR, Bhimtal

1. Tender Documents can be downloaded from DCFR website [www.dcf.res.in](http://www.dcf.res.in) or from the Central Public Procurement Portal [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app). Bidders should enroll / register in the e-procurement module of Central Public Procurement Portal through the website: [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app) for participating in the bidding process. Bidders should also possess a valid DSC for online submission of bids.
2. Tender Fees — Rs. 1000/- for item and Earnest Money Deposit – as mentioned against the equipment. Tender Fees and EMD should reach this office in the form of Demand Draft drawn in favour of ICAR Unit DCFR, Bhimtal payable at SBI, Bhimtal on or before 13.03.2018 – 5.00 P.M.
3. 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.
4. ICAR-DCFR reserves the right to accept / reject any or all the tenders in part /full without assigning any reason thereof.
5. ICAR-DCFR 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/eprocure/app](http://www.eprocure.gov.in/eprocure/app) and enroll their Digital Signature Certificate and upload their tender well in advance.
6. 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.

  
19.2.18  
In -charge AKMU

**Place: Bhimtal**

## **INSTRUCTION FOR BIDDERS**

The tender shall be submitted in accordance with these instructions and any tender not confirming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender and the contract.

- 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/eprocure/app>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates.
- More information useful for submitting the online bids on the CPP Portal is available obtained at [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app)

### **For Registration**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) the CPP Portal is free of charge.
2. The intending Tenderer, in case of Prime Equipment Manufacturers shall upload a self-declaration on their letter-head as PDF file in Cover-I of e-tender, along with the tender documents, confirming that they are regularly manufacturing, supplying, installing, testing & commissioning of the similar equipment for the last 2 years.
3. The intending Tenderer, in case of Authorized Distributor/ Authorized Dealer shall possess valid authorized Distributorship /Dealership license from Original Equipment Manufacturers. The tenderer shall enclose the copy of the same as PDF file in Cover-I of the e-tender while submitting the tender.
4. Any optional accessories / tooling, besides the standard equipment recommended for the better performance of the equipment, if offered, be provided with their full technical details including their use and advantage in a separate sheet with the tender documents. Minimum two years warranty has to be provided for the equipment.
5. No extra payment shall be paid on account of any discrepancy in nomenclature of items.
6. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulates any condition of his own, such conditional tender is liable to be rejected.
7. Director, ICAR-DCFR, reserves the right to reject any tender/bid wholly or partly without assigning any reason.
8. The Technical Committee constituted by the Director, ICAR-DCFR shall have the right to verify the particulars furnished by the bidder independently.
9. Tenderer shall take into account all costs including installation, commissioning, cartage etc. for giving delivery of material at site quoting the rates. In this regard no claim for any extra payment for any reason shall be entertained.
10. The supply should be delivered at ICAR-DCFR, Bhimtal and the supplier shall be responsible for damage during the transit of goods.
11. All the tender documents & price bid to be uploaded as per this tender are to be digitally signed by the bidder.

### **Eligibility for Responding:**

- i. Only those firms should respond who are the Manufacturers or authorized dealers/agents of the stores specified in the tender specifications.

- ii. The foreign manufacturers of the tendered stores will have to specify in the tender document, details of the sales service to be provided after expiry of warranty period.
- iii. Indian agents of foreign manufacturers/principal are allowed to participate in the tender subject to the following conditions:-
  - a. The Indian agent will submit along with the tender documents a copy of latest authority letter/agreement from the foreign manufacturer /principal.
  - b. Such agreement/authority with the foreign manufacturers/principal should be a long- term agreement and not merely for the present tender.
  - c. If the agreement is only for the present tender, the offer received is liable to be rejected.
  - d. The Indian agent will provide details of the after sales service and post contractual support i.e. repair, maintenance, supply of spare parts etc. that he will carry out.
  - e. Offers from firms whose business activities are limited to procuring items from manufacturers, both Indian and Foreign and supplying the same to the purchaser, and having no after sales service backup will not be entertained.
  - Where the quoting party /Indian representative claims to be subsidiary or branch office or an authorized representative or principal foreign manufacturer /supplier in India, then a copy of approval from RBI/Ministry concerned for operating business in India as subsidiary/branch /liaison or joint – venture may be submitted with offer.
  - **The tenderer must submit last two years income tax return and copy of PAN Card.**
  - **The tenderer must have latest GST/VAT/Sales Tax Clearance certificate alongwith copy of Registration certificate under Sales Tax.**
  - **The firm must have trade registration certificate.**
  - **The tender from principal firm and authorized agent/dealer will not be accepted together.**
12. The purchaser has the right to have a demonstration of the equipment/item in his premises. The supplier has to abide by this condition. The demonstration has to be arranged by the supplier at his own cost.
13. **Delivery Required By: For Indian manufacturer** - Within **30 days** from the Date of issue of award letter or as specified in the supply order.  
**For Foreign firms** – **90 days** from the date of opening of letter of credit (LC).
14. **Terms of Delivery: For Indian/manufacturer / suppliers:- FOR ICAR-DCFR, Bhimtal**  
**For Foreign manufacturer / suppliers: - On FOB Basis.**
15. **Inspection after Receipt of Goods:** The inspection will be done by the Committee in the presence of firm's representative. The successful tenderer will have to provide at his own cost and arrangement technically qualified personnel at the consignee's location for joint inspection. These personnel must be able to unpack, assemble and demonstrate the use of the equipment fully and identified each Part/Machines supplied. Any consumables that are essential will be provided by the supplier free of cost.  
In case of receipt of materials in damaged condition the suppliers will have to arrange the replacement of goods free of cost. All expenses in this regard will be borne by the supplier.
16. **Packing & Marking:** The packing and preservation of the supplied goods shall be airworthy/seaworthy / roadworthy (as the case may be) so that it may provide their safety during transit period. The seller shall guarantee that the packing is strong enough to withstand the safety of the goods during transport. The packing should satisfy the security seal in the clearing warehouse and shall carry the fragile or other markings as required.

Each packing case shall have labels as follows:

Contract No.

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Consignee: Name of the Division/Unit  
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17. All the communications with respect to the tender shall be addressed to:

**The Director,  
ICAR- Directorate of Coldwater Fisheries Research  
Bhimtal-263 136 (Uttarakhand)**

**Signature of Tenderer with office seal**

**Purchaser: Director,  
ICAR-DCFR, Bhimtal – 263 136**

All damages which may occur as a result of defective packing shall be borne by the seller.

18. **Compliance Statement:** The firms must submit compliance statement -cum-technical bid in the format given in Chapter -IV failing which their offer will be treated as incomplete and is liable to be rejected.
19. **Guarantee/ Warranty:** Comprehensive onsite warranty is required. Warranty Terms period will start from the date of installation of items. In case at installation stores/part of stores are found defective /damaged during or after delivery to consignee, the suppliers will replace or repair the store under warranty at consignee's location in India free of cost or if any case it is required to send back to the foreign manufacturer. Bank Guarantee equivalent to the cost of equipment is required to be submitted before lifting the store. All expenses in this regard will be borne by the supplier.
20. **Performance Security:** The successful bidder will have to submit a Performance security of equivalent **to 10% of** the Contract /Order value before the issue of award letter valid till 60 days beyond the period of expiry of the Warranty/ Guarantee period in shape of crossed Demand Draft/Pay order/Fixed Deposit Receipt/Bank Guarantee from a commercial bank in favour of the ICAR Unit DCFR, Bhimtal payable at SBI Bhimtal. The performance security will remain valid till expiry of warranty period. This will be released beyond 60 days after completion of warranty period.
21. **Liquidated Damages:** In case the firm does not complete the supply within the laid down agreed delivery period as per contract, liquidated damages will be charged @ 0.5% per week or part thereof subject to a maximum of 10% of the contract value. However, the Institute reserves the right to either further extend or cancel the contract after expiry of delivery date and recover the liquidated damages from the dues of the firm by legal means.
22. **Dispute settlement:** The dispute arising out of this contract shall be subject to the jurisdiction of Indian laws & court at Nainital. Sole arbitrator is appointed by the Secretary, ICAR, New Delhi. His decision will be final and binding to both parties (Supplier and Purchaser).

23. **Evaluation of the Proposal** : A two stage procedure will normally be adopted:-

**Stage-I:**

- a. Evaluation of Technical Bids to assess their suitability against the laid down parameters.
  - b. Tenderers must ensure that they enclose all original technical literature and detailed documentary proofs which specifically bring out the compliance of the equipment being offered against the specifications. If necessary the Tenderers may be directed to give a presentation for evaluation by a technical committee constituted for the purpose.
24. In case it is not possible to verify compliance of equipment as per technical bid due to lack of adequate documents, in original no reference will be made to tenderer and the bid will not be considered further and treated as cancelled.

**Stage-II**

**Financial Evaluation**

- a. The price bids of only those firms found meeting the laid down specifications at stage I shall be opened, evaluated and considered further.
- b. It is in the tenderers interest to include all relevant and detailed technical data as supporting documents along with their bid.

**FOR INDIGENOUS SUPPLIES:-**

Payment on bill basis after supply, satisfactory installation, commissioning and performance of the equipment at DCFR, Bhimtal and after certification by our Scientists concerned.

25. **A legal agreement/contract shall be executed with the contractor/firm by the Institute before installation of all/any type of instrument/machine as per the instructions of the Indian Council of Agricultural Research (ICAR).**
26. **Training: THE TENDERERS SHALL PROVIDE TRAINING TO THE USER AS PER THE TERMS & CONDITIONS OF THE CONTRACT AS HAS BEEN SPECIFIED IN TECHNICAL & FINANCIAL BIDS FREE OF COST AT THE TIME OF INSTALLATION/COMMISSION OF EQUIPMENT AT THE CONSIGNEES/ USERS LOCATION. AS SPECIFIED BY THE PURCHASER. ALL EXPENSES IN THIS REGARD WILL BE BORNE BY THE SUPPLIER.**
27. **Insurance:** As applicable in the case of imported goods. For indigenous item it will be responsibility of the supplier to supply the material in good condition on FOR basis without involving the risk of the purchaser.

## **CHAPTER-III TERMS & CONDITIONS OF TENDER/CONTRACT**

1. All annexures, attached with the Tender should be duly filled in and supported with requisite documents for considering any offer as a complete offer.
2. Director, ICAR-DCFR, Bhimtal, reserves the right to cancel/reject any or all the tenders without assigning any reason.
3. Director, ICAR-DCFR, Bhimtal, also reserves the right not to purchase any equipment mentioned in the tender.
4. **EARNEST MONEY DEPOSIT:-** Must be deposited in the form of crossed Demand Draft/Pay Order / fixed deposit receipt/ Bank Guarantee in favour of **ICAR Unit DCFR, Bhimtal** payable at Bhimtal from any Commercial Bank. No other form of deposit will be accepted. Technical bid without supported with earnest money will be rejected.

There will be no exemption for paying earnest money. However, Firms registered with the Central Purchase Organization/NSIC only are exempt from submitting bids without EMD In such case, copy of the certificate showing registration with the above mentioned institutions to be uploaded in Cover - I of the e-tender in PDF format. The Indian Agents of foreign firms registered with DGS&D as explained at Sl. No. 8 below are not eligible for exemption from submission of Bid Security.

- a. No interest shall be payable by the purchaser on the EMD deposited by the tenderer.
  - b. The EMD deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender.
  - c. If the successful tenderer fails to furnish the performance security as required in the contract within the stipulated period, the **Earnest Money** shall be liable to be forfeited by the purchaser.
  - d. **EMD** of the unsuccessful tenders shall be returned after finalization of tender.
  - e. Name of the Tender and Tender reference number has to be furnished behind the EMD DD/Bankers cheque. The scanned copy of Earnest Money Deposit by way of Demand Draft/Bankers Cheque /BG in PDF form should be included in Cover –I of the E-tender. The offers without bid security will be rejected.
5. Only bids received on CPP Portal will be considered for opening. Bids in any physical form sent through fax/email/courier/post/ delivered personally will not be considered.
  6. Bidder should log into the site well in advance for bid submission so that the bid is uploaded in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
  7. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
  8. Unless otherwise specifically agreed to by the purchaser and the supplier and incorporated in the contract, the applicable rules & regulations for transportation of the goods from foreign countries will be as per the contemporary version of the International Commercial Terms (Incoterms).
  9. The Tenderer shall upload PDF format copy of Sales Tax/VAT/GST Registration, Income Tax PAN in Cover – I of the e-tender.
  10. The firm may supply the user list of Nitro Pro.
  11. **Penalty for use of undue influence:**  
The seller should undertake that he has not given offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage of inducement to any person in service of the Purchaser or otherwise in procuring, the contract or forbearing top do or for having done or for borne to do any act in relation or execution of the contract or any other contracts with the

Institute for showing or for bearing to show favour or disfavor to any person in relation to the contract or any other contract in the ICAR-DCFR. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting his behalf whether with or without the knowledge the seller or the commission of any offers by the seller or any one employed or acting on his behalf, as defined in Chapter-IX of the IPC, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the Prevention of Corruption shall entitle the purchaser to cancel the contract and all or any other contract with the Institute seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the purchaser or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller.

Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer /employee of the purchaser or to any other person in a position to influence any officer/employees of the purchaser for showing any favour in relation to this or any other contract sell render.

12. **Jurisdiction of Court:** - The court of the **Nainital** shall have a Jurisdiction to decide any dispute arising out of or in respect of contract.
13. **Termination of contracts:-** Time shall be the essence of the contract. The purchaser shall have the right to terminate the contract without any notice in part or in full in any of the following cases:
  - a. The delivery of the material is delayed.
  - b. The seller is declared bankrupt or becomes insolvent.
  - c. In case Performance Security is not furnished within the time period specified by the purchaser.
  - d. Supply in the case of successful Tenderer should strictly confirm to the specifications of the items being purchased.
  - e. Any change in Address /Telephone/Fax/e-mail of the tenderer should immediately be informed. The state of non-communication by the firm will make the offer liable for rejection.
14. The successful bidder will have to provide the original proforma invoice from the foreign principal (duly signed in ink), in case of imported item/equipment, within 15 days of the date of receipt of purchase order, otherwise the purchase order will automatically stand cancelled without any further communication.
15. **Late /Delayed tenders** shall not be considered at all. These will be returned to the firm as it is at their expenses. Post tender revision/correction shall also not be considered.
16. **Acceptance or rejection of offer:** - The Director, ICAR-DCFR, Bhimtal reserves the right to accept or reject any tender in part or full without assigning any reason thereof.

**Signature of bidder**

**Incharge AKMU**

**Details of item & EMD**

<b>Item No.</b>	<b>Name of the item</b>	<b>Specification</b>	<b>Quantity Required</b>	<b>Earnest Money may be deposited in favour of ICAR UNIT DCFR, Bhimtal</b>
1.	<b>Nitro Pro 10 and above (Professional)</b>	As per Annexure-I Attached	10 User License	INR 4000/-



## SPECIFICATION OF ITEMS

**Annexure-I**

<b>S.No.</b>	<b>Name of Item</b>	<b>Specification</b>	<b>Qty.</b>
1	<b>Nitro Pro 10 and above (Professional)</b>	Professional (pdf reader and editing etc.)	10 User License

ICAR-DCFR, BHIMTAL  
TECHNICAL BIDS

<b>Sl.No.</b>	<b>Details of Technical Specification</b>	<b>Whether complied with YES/NO</b>	<b>If yes, please attach If no, attach Tech literature of the deviation printed &amp; clearly Specify page No. of Bulletin which specifically confirm this</b>	<b>Remarks(if any)</b>

**NOTE:** All the bidders are requested to provide true statement in the columns. Concealing of facts will liable to be rejected the tender completely. No communication will be made in this regard.

All the bidders are requested to submit the copies of all the supporting documents separately if they are participating in more than one equipment.

Signature of Tenderer

**Financial bid for various equipment at ICAR-DCFR, Bhimtal****(Reference for BOQ) (To be quoted in format provided on CPP Portal)**

<b>Item No.</b>	<b>Name of the item</b>	<b>Quantity</b>	<b>Per unit price* (in figure/ words) {as per BOQ}</b>
1.	<b>Nitro Pro 10 and above (Professional)</b>	10 User Licenses	

\*Tax extra as applicable should be indicated separately in the column provided in BOQ.

Note: The above 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 financial 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-DCFR.

**Details of firm with Bank account**

Name of the Firm : .....

Registered / Postal : .....

Address .....

1.	Permanent Account Number (PAN)	
2.	GST Registration No, If applicable	
3.	Bank Details	
	a) Bank Name	
	b) Branch Address	
	c) Account No.	
	d) Type of Account (Current/Saving)	
	e) MICR No.	
	f) RTGS/NEFT Code	

Date:.....

Place:.....

Name of the Authorized Signatory  
Stamp & Signature

**CERTIFICATE TO BE SIGNED BY THE TENDERER**

**CERTIFICATE**

Signature of tenderer : .....

Name in block letters : .....

Name of firm : .....

Full address : .....

i. Telephone No.  
.....

ii. Mobile No.  
.....

iii. Fax No.  
.....

iv. Email id  
.....

v. Website  
.....

**Signature of Tenderer**

### Check list for Tenderers

**Before submission of tender documents, Tenderers should check they have complied with the following requirements: -**

Sl. No.	Requirements to be checked before submission of the tender	Compiled (Please indicate) Yes after complying with Page No.
1.	Cost of Tender has been enclosed with tender document, if downloaded from website. If not, then supporting documents proving exemption to this enclosed.	
2.	Earnest money Deposit (EMD) has been enclosed.	
3.	Copy of trade registration certificate from the RBI /Ministry or department concerned in the case of foreign subsidiary firm.	
4.	Enclose GST registration certificate and PAN No.	
5.	<b>Complete tender documents have been enclosed, after signature &amp; stamping on All pages</b>	
6.	Proposal has been submitted in two bid systems – Technical Bid & separate price Bid as per tender enquiry.	
7.	Offer validity as required in tender has been accepted & clearly mentioned in tender document.	
8.	Delivery Terms & Period as per tender have been accepted and mentioned in tender.	
9.	Payment Terms as per tender have been accepted and mentioned in tender.	
10.	Compliance statement as per chapter-IV has been enclosed along with supporting technical documents /proof for each point/parameter clearly showing it is complied with or not.	
11.	Warranty terms as per tender accepted.	
12.	Annexure-II regarding compliance of all conditions mentioned in the tender form has been enclosed.	
13.	Status of tenderer has been clearly written in tender – manufacturer or manufactures authorized agent. If authorized agent, valid latest agreement authority letter/agreement for	
14.	Free Training on use of software after supply and installation, as specified tender, has been accepted in writing.	
15.	Technical and financial bid along with necessary documents have been sealed in separate envelopes and both envelopes again sealed in a big envelopes with prescribed writing on envelopes.	
16.	The tenderer has clearly mentioned in writing that business dealings with their firms have not been banned by any Govt/Private agency.	
17.	If the tenderer wants to mention any specific condition, it must be mentioned on the covering/forwarding letter only which will be placed on the first page of the technical bid.	

**Signature of Tenderer**

## **Online Bid Submission Details**

The Online bids (complete in all respect) must be uploaded online in Two Covers as explained below:-

<b>COVER-I</b> (Following documents to be provided as PDF file)			
<b>S.No.</b>	<b>Documents</b>	<b>Content</b>	<b>File Types</b>
1.		Technical Compliance Sheet with Technical supporting documents as per specifications mentioned in <b>Annexure-I</b>	
2.		Copy of GST and Sales Tax/VAT Registration, Income Tax PAN in case of Indian Agents quoting for foreign PEM.	.PDF
3.		Copy of Earnest Money Deposit by way of Demand Draft/BG.	.PDF
4.		Copy of certificate for Bid Security exemption, if claiming.	.PDF
5.		Self-declaration in letter head that the bidder is the Original Equipment Manufacturer, Authorized Dealership license issued from the Original Equipment Manufacturer, in case of dealers, Users list.	.PDF
6.		Details of technical support and servicing facility available locally and nationally.	.PDF
<b>COVER-II</b>			
<b>S.No.</b>	<b>Type</b>	<b>Content</b>	
1.	Financial Bid	Price bid (BOQ) to be filled in Excel format as per instructions given in price bid	.xls

All the documents and BOQ has to be digitally signed by the bidder.