



## Notice Inviting E-Tender

For and on behalf of the Director, ICAR-NIASM, Baramati invites e-tender for purchase of pond sheet for fish pond through the website [www.eprocure.gov.in](http://www.eprocure.gov.in) under two bid systems from reputed firms as per Schedule given below:

Tender ID	Start of Sale of Tender	Last date for submission of tender	Opening of Technical Bid
2017-DARE_264195	7-Nov-2017 1:00 PM	27-Nov-2017 01:00 PM	28-Nov-2017 02:30 PM

Sd/-  
Assistant Administrative Officer

### Important Notes:

1. Tender Documents can be downloaded from ICAR-NIASM website [www.niam.res.in](http://www.niam.res.in) or from Central Public Procurement Portal [www.eprocure.gov.in](http://www.eprocure.gov.in). Bidders should enroll / register in the e-procurement module of Central Public Procurement Portal through the website: [www.eprocure.gov.in](http://www.eprocure.gov.in). Bidders should also possess a valid DSC for online submission of bids.
2. 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.
3. ICAR-NIASM, Baramati reserves the right to accept / reject any /all tenders in part /full without assigning any reason thereof.
4. ICAR- NIASM 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](http://www.eprocure.gov.in) and enroll their Digital Signature Certificate and upload their quotation well in advance.
5. Any changes/corrigendum/ extension of opening date in respect of this tender shall be issued only through websites and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit our website for updates.

Sd/-  
Assistant Administrative Officer

## INSTRUCTION TO THE TENDERERS

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

1. 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 online bids on the CPP Portal may be obtained at [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app).
2. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
3. The manufacturers/authorized distributors/dealers shall upload a self-declaration on their letterhead as PDF file in Cover-I of e-tender, along with the tender documents, confirming that they are regular in manufacturing/supplying of the item.
4. 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 formats. Bid documents may be scanned with 100 dpi with black and white option.
5. The Technical Bids will be opened on 28.11.2017 at 02:30 P.M. The date & time for opening of Financial Bids will be notified on the portal. The bidders may regularly check the portal regarding the date of opening of financial bid.
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-NIASM, reserves the right to reject any tender/bid wholly or partly without assigning any reason.
8. All the tender documents & Price Bid to be uploaded as per this tender are to be digitally signed by the bidder.
9. Tender Cost: The bidder should submit a demand draft of Rs. 2000/- (Rupees Two thousand only) towards non-refundable tender fee, drawn in favour of "ICAR Unit, NIASM" payable at Baramati in a sealed envelope super-scribed as "Tender fee for **Purchase of Pond Sheet for Fish Pond** on or before last date & time of submission of bids. In the absence of tender cost, the tender will not be accepted.
10. **Earnest Money Deposit (EMD):** An amount of Rs. 12,000/- (Rs. Twelve thousand only) in the form of Demand Draft drawn in favour of "ICAR Unit, NIASM" payable at Baramati. This EMD should be submitted in sealed envelope super-scribed as **Purchase of Pond Sheet for Fish Pond**. Failure to deposit Earnest Money will lead to rejection of tender. In the event of the awardee bidder backing out,

EMD of that bidder will be forfeited. The EMD of the accepted Tender will be refunded only after on receipt of Contract Form.

**Note: Both (tender fee & EMD) envelops should be placed in another sealed envelope and address to: "The Director, ICAR-National Institute of Abiotic Stress Management, A/p. Malegaon Kh, Tal- Baramati, Dist-Pune-413115. This envelops having tender fee & EMD should reach on or before last date & time of submission of bid.**

11. The 15 Digit Service Tax Code numbers allotted to each operator by the Central Excise Department may be furnished.
12. The payment shall be arranged by this Institute within reasonable period of time on production of proper Printed Invoice/Bills (3 SETS) along with ORIGINAL, DUPLICATE AND TRIPLICATE SHEET with full details with advance stamped receipt.
13. Service Tax on Total Bill shall be charged.
14. The Tender Documents are not TRANSFERABLE under any circumstances.
  1. The Director, ICAR - NIASM, Baramati reserves the right to reject any or all the tender(s) without assigning any reason thereof.
  2. Only Courts in Pune shall have the jurisdiction over any dispute arising out of this transaction.
  3. The Tenderer(s) shall furnish the complete **BANK DETAILS** for arranging payment through RTGS as per the details below:

ACCOUNT NAME	
BANK & BRANCH NAME	
BANK ADDRESS	
BANK SWIFT CODE	
BANK CODE NO.	
BANK ACCOUNT NO.	
9 DIGIT (MICR) CODE NO.	
PAN ACCOUNT NO.	

The following documents are to be enclosed along with the tender failing which the tender shall be rejected out rightly:

1. A copy of PAN card
2. A Photostats (i. e Xerox) copy of blank cheque for making payment by RTGS method.

Sd/-  
Assistant Administrative Officer

## Terms and Conditions:

1. Validity of tenders should be 180 days from the date of opening of the tenders.
2. All the tenderers should give an undertaking that they would render after sales service of the equipment/machine and will supply all spares/consumable for at least 5 years from the date of installation of the same.
3. Full bidding/tender document attached herewith must be signed by bidder.
4. Warranty/guarantee period of the equipment/machine should invariably be specified separately as per specifications of equipment.
5. The inferior supply not meeting the prescribed Technical Specifications will be rejected at no cost to this centre.
6. No CDEC will be issued to the firm who quoted the item in Indian Rupees.
7. Qualification Criteria:
  - i. No Blacklisted firm any Govt. department/organization during last 5 years
  - ii. Copies of satisfactory Performance certificate for minimum last 2 years for minimum 2 units of equipment in India from 2 different reputed end-users.
  - iii. Three purchase orders received during last 2 years for similar items with copies of purchase orders.
  - iv. Minimum Annual turnover Rs.50.00 lakh during each of Last 3 years along with copies of financial statement.
8. Delivery Schedule:
  - i. Within 90 days from the date of opening of clear and acceptable Letter of Credit for imported goods/components.
  - ii. Within 60 days from date of issuing of purchase order for Indian goods/components.
9. A valid certificate of authorization in the format enclosed with the tender from the Principal firm must be enclosed by the Indian agents/firms quoting rates on behalf of their Principal. ***One agent cannot represent two suppliers.***
10. In case of imported equipment, Principal firm should give guarantee for after sales service of their equipment through their agent/authorized dealer located in India.
11. If the Indian agent is changed, it would be responsibility of the Principal firm to ensure to intimate the NISAM office about their changed agent in India and ensure after sale service through him.
12. If handling of the equipment requires training of the lab technician/scientist, the same will have to be provided in India either at the Institute or their Indian establishment, as the case may be, free of cost.
13. The tenders received late will be rejected. Check list (attached with tender document) should be filled & signed by the tenderer.

14. Other terms and conditions, if any, will be supplied along with the tender forms.

15. The Director, NIASM, Baramati reserves right to accept/reject any or all the tenders without assigning any reasons.

16. Firms registered under NSIC are exempted from the payment of tender fee and EMD.

17. Any tender not accompanied by Earnest Money will be straight way rejected.

18. Performance Security:

i. Within thirty (30) days, the successful tenderer shall furnish to the purchaser the Security Deposit equivalent to 10% of the purchase value.

ii. The Security Deposit shall be in one of the following forms: (a) Bank Guarantee, issued by a reputed bank or a FDR/Demand Draft payable to "ICAR Unit NIASM, Baramati".

iii. Failure of the successful Tenderer/bidder to sign the contract and/or furnish the Security Deposit shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

iv. The Security Deposit will be discharged by the purchaser and returned to the Supplier following the date of completion of the Supplier's performance obligations under the contract, including any warranty obligations after receiving agreement letter.

19. Incidental Services:

i. The supplier may be required to provide any or all of the following services, including additional services, as specified in Technical Specifications:

ii. Performance or supervision of on-site installation, etc. of the system. b) Furnishing of tools required for assembly and/or maintenance of the System.

iii. Furnishing of detailed operations and maintenance manual for each appropriate unit of system.

20. Transportation:

The transportation costs etc. to transport the equipment to the consignee's place shall be borne by the tenderer.

21. 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.

22. You are also required to fulfil the following conditions and furnish the details as indicated in subsequent paragraphs.

- a) At the time of awarding the contract/order, the purchaser reserves the right to increase or decrease the quantity of goods, without any change in the unit price or other terms & conditions.
- b) Please indicate if you are currently registered with any Govt. organization and if registered, furnish all relevant details.
- c) Please states whether business dealings with you presently stand banned by any Government organization and if so, furnish relevant details.
- d) A supplier/ manufacturer shall not submit more than one quotation for the same set of goods.
- e) The supplier shall at all times indemnify the purchaser, at no cost to the purchaser, against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the goods or any part thereof, with respect to the goods quoted by the supplier in its offer.
- f) The quotation (s) as well as the contract shall be written in Hindi/English language.
- g) The contract shall be governed by the laws of India and interpreted in accordance with such laws.
- h) The Director, NIASM, Baramati reserves the right to reject any tender in part or full without assigning any reason thereof.

23. Contract: The technically qualified vendor who is awarded the order will have to submit acceptance letter within 15 days of issue of order and will supply material within the stipulated time given in purchase order as per the quoted specifications.

24. Period of Validity of Tenders/quotations: Validity of Tenders/quotations shall be 180 days after the date of tender opening. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

25. Delivery and Documents

- i. Delivery and installation of the system/services shall be made by the Supplier within 60 days from the date of placing order which may be extended at the discretion of the competent authority.
- ii. Documents to be submitted by Supplier are specified in technical specifications.

26. Transportation: The transportation costs etc. to transport the equipment to the consignee's place shall be borne by the tenderer.

27. Incidental Services: The supplier may be required to provide any or all of the following services, including additional services, as specified in Technical Specifications:

- a) Performance or supervision of on-site installation, etc. of the system.
- b) Furnishing of tools required for assembly and/or maintenance of the System.
- c) Furnishing of detailed operations and maintenance manual for each appropriate unit of system.

28. Warranty Clause: Warranty/guarantee period of the equipment/machine should invariably be specified separately as per specifications of equipment.

29. The supplier warrants that the System and services provided under the contract are based on new, unused, latest, most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all services/systems supplied under this contract shall have no defect, arising from design, materials, or workmanship except when the design and/or material is required by the purchaser's specifications or from any act or omission of the Supplier, that may develop under normal use of the supplied system in the conditions prevailing in the Board.

30. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

31. Upon receipt of such notice, the supplier shall immediately repair or replace the defective system without any cost to the purchaser.

32. If the supplier, having been notified, fails to remedy the defect (s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract. After Sale Service: The rates of Annual Maintenance Contract after completion of warranty period may be mentioned for five years.

33. 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.

34. You are also required to fulfill the following conditions and furnish the details as indicated in subsequent paragraphs.

a) At the time of awarding the contract/order, the purchaser reserves the right to increase or decrease the quantity of goods, without any change in the unit price or other terms & conditions.

b) Please indicate if you are currently registered with any Govt. organization and if registered, furnish all relevant details.

c) Please state whether business dealings with you presently stand banned by any Government organization and if so, furnish relevant details.

d) A supplier/ manufacturer shall not submit more than one quotation for the same set of goods.

e) The supplier shall at all times indemnify the purchaser, at no cost to the purchaser, against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the goods or any part thereof, with respect to the goods quoted by the supplier in its offer.

f) The quotation (s) as well as the contract shall be written in Hindi/English language.

g) The contract shall be governed by the laws of India and interpreted in accordance with such laws.



h) The Director, NIASM, Baramati reserves the right to reject any tender in part or full without assigning any reason thereof.

35. Contract: The technically qualified vendor who is awarded the order will have to submit acceptance letter within 15 days of issue of order and will supply material within the stipulated time given in purchase order as per the quoted specifications.

## Online Bid Submission Details

Online Bid Submission:

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

COVER - I (Following documents to be provided as PDF file)			
Sl. No.	Documents	Content	File types
1		Scan copy of PAN and GST Registration	.PDF
2		Scan copy of Tender Fee and Earnest Money Deposit by way of Demand Draft	.PDF
3		Scan copy of certificate for EMD exemption, if claiming.	.PDF
4		Self-declaration in letter-head that they are regular in manufacturing/supplying of the item	.PDF
5		Details of supplies of similar item to other organization(s), if any	.PDF
COVER - II			
1	Financial Bid	Price bid (BOQ) to be filled in Excel format	.XLS

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

Sd/-  
Assistant Administrative Officer

## Annexure- I

### TECHNICAL SPECIFICATION

Sl. No	Item Name	Specifications
1	Pond Sheet for Fish Pond	<ol style="list-style-type: none"><li>1. Size must be 500 micron (ISI Mark) or more for area of 4300 meter square with 2 meter depth (Length=85 meter and width=55 meter) with installation.</li><li>2. Colour should be Black.</li><li>3. It should be non-toxic material used in the pond sheet liner.</li><li>4. It should be HDPE material.</li><li>5. It should be durable.</li><li>6. It should be flexible.</li><li>7. It should be UV resistance, Woven fabrics and laminated geo membrane on both side of the sheet.</li><li>8. It should be heat resistant.</li><li>9. Warranty should at least 2 years after installation.</li></ol>

Sd/-  
Assistant Administrative Officer

**Annexure- II**

**Format for Financial Bid**

**Please submit as per BOQ in the CPP Portal**

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

We confirm that we agree to all other terms and conditions of your tender enquiry including the terms of delivery, period of delivery and warranty provision.

We have furnished all the information, as required in the tender enquiry and attached the relevant documents.

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

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

---

Signature, name and designation of the authorized executive of the tendering firm)  
For                                  and                                  on                                  behalf                                  of-  
.....

(Name and address of the tendering firm)

(Seal of the tendering firm)

Dated:

Place: