



CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)

Bay no. 39-42, Sector 31A, Regional Office, Chandigarh



[CWC RO-CNDH0TECH/159/2020-TECHNICAL_CHD /](#)

Dated: 13/05/2022

E-TENDER DOCUMENT

For supply, installation, commissioning of laboratory equipment at central grain analysis laboratory under Regional Office, Ahmedabad, Chandigarh, Hyderabad & at Bhubaneswar (under Regional Office Patna) on turnkey basis and comprehensive maintenance for a period of Five(05) years.

Date for downloading Tender Form	17/05/2022 11:00 Hrs to 06/06/2022 up to 23:59 Hrs.
Last Date for online Submission of tender	Up to 11:00 Hrs. on 07/06/2022
Date of opening (Technical bid)	At 11:30 Hrs. on 07/06/2022
Date and time for Pre-bid meeting	At 15:30 Hrs. on 27/05/2022

Regional Office : RO, Chandigarh
Address : Bay No. 39-42, Sector 31 A, Chandigarh
Phone Nos. : 0172-2656601
Email : techro.chd@cewacor.nic.in
Website : www.cewacor.nic.in



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Dated: 13/05/2022

E-Tender Notice

Central Warehousing Corporation invites online e-tendering under two bids system from professionally competent and financially sound interested parties for Supply, Installation, Commissioning of Laboratory Equipment at central grain analysis laboratory under Regional Office, Ahmedabad, Chandigarh, Hyderabad & at Bhubaneswar (under Regional Office Patna) on Turn Key Basis and Comprehensive Maintenance for a Period of Five(05) Years as detailed below:

Scope of work	Supply, Installation, Commissioning of Laboratory Equipment at central grain analysis laboratory under Regional Office, Ahmedabad, Chandigarh, Hyderabad & at Bhubaneswar (under Regional Office Patna) on Turn Key Basis and Comprehensive Maintenance for a period of Five (05) years	
Tender notice	Online (e-tendering) for above work. Tender documents will be available on Website: www.tenderwizard.com/cwc www.cwceprocure.com , www.cewacor.nic.in , www.tenderhome.com And www.cppp.gov.in	
Tender type	Open	
Schedule of E- Tender	Document downloading date and time	17/05/2022 11:00 Hrs to 06/06/2022 up to 23:59 Hrs.
	Last date and time of online bid submission	Up to 11:00 Hrs. on 07/06/2022
	Date and time of online technical bid opening	At 11:30 Hrs. on 07/06/2022
	Date and time of online price bid opening	To be decided later
	Date and time for pre bid meeting	At 15:30 Hrs. on 27/05/2022
Bid validity period	90 (Ninety) days further extendable by 30 (Thirty) Days from the date Of Opening of Technical Bid shall be binding on the tenderers.	
Period of Contract	5 (Five) Years, extendable by three months at the discretion of Regional Manager, Central Warehousing Corporation, Regional Office, Chandigarh.	

Cost of tender	Rs1000/- (Rs. One Thousand Only) plus applicable GST(18%) to be paid through e-payment gateway to Central Warehousing Corporation, Regional Office, Up to 11:00 Hrs. on 07/06/2022 as per details given below under EMD column. In case of e-payment proof scanned copy of payment containing UTR No. to be uploaded with the technical bid.
Processing fee of tender document	Rs.885 /-(Rs. Eight Hundred Eighty Five Only)plus applicable GST(18%) to Central Warehousing Corporation, Regional Office, Chandigarh through e-payment through the portal (before uploading the tender) before 11:00 Hrs. on 07/06/2022
EMD/Bid Securing Declaration	Rs.30,00,000/- (Rupees Thirty Lakhs only) to be paid through e-payment gateway to Central Warehousing Corporation, payable at Chandigarh before 11:00 Hrs. on 07/06/2022 . Proof of e-payment to be uploaded with the technical bid. In lieu of EMD, Micro, Small & Medium Enterprises (MSMEs) are required to submit Udyam Registration Certificate & Bid Security Declaration as per Appendix-XII along with online Bid.

ELIGIBILITY CRITERIA

Bidders are requested to see clause no 3 of tender document for Eligibility criteria documents and required therein.

OTHER DETAILS

- a Bidder must upload scanned copies of documents as given in eligibility criteria at clause 3 of tender document in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then the EMD of the bidder shall be liable to be forfeited and he / they himself / themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five)years.

Micro, Small & Medium Enterprises (MSMEs) are required to submit Udyam Registration Certificate & Bid Securing Declaration as per Appendix- XII should be digitally signed along with online Bid.

Micro, Small & Medium Enterprises (MSMEs) *not accompanied by* Udyam Registration Certificate *AND Bid Securing Declaration as per Appendix- XII shall be liable to be summarily rejected.*

- b Bidders who wish to participate in the e-tendering will have to procure valid digital certificate of **Authorised Signatory** as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e., Consultancy Services. The digital signature certificate is normally issued within two working days. The interested tenderers are requested to apply for the same well in advance. In case the validity of the digital signature certificate has expired, the tenderers are advised to get it renewed immediately.

- c DOWNLOADING OF TENDER DOCUMENT:- The tender document for this work is available only in electronic format which bidder can download free of cost from the mentioned website. www.tenderwizard.com/cwc, www.cwceprocure.com, www.cewacor.nic.in, www.tenderhome.com and www.cppp.gov.in
- d SUBMISSION OF TENDER:- Tenderer shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out-rightly rejected. Tenderer can be asked to give any clarification to be submitted within specified period of time and in case of failure of tenderer to give clarification his technical bid is liable to be rejected. Tenderers are requested to visit clause 8 of tender document for detailed instructions.
- e Tenderer is required to submit Affidavit on stamp paper duly attested by the notary as per Appendix VIII **along with the tender and documents** required under eligibility criteria. He shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.
- f Bidders who wish to participate in online tender have to register with the website through the “new user registration” link provided on the home page. Bidder will create login I.D. and Password on their own registration process.
- g In case the validity of the digital signature certificate has expired, the bidders are advised to get it renewed immediately.
- h Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Technical Bid, Price Bid in Excel format only.
- i After filling data in pre-defined forms, bidder’s needs to click on final submission link to submit their encrypted bid.
- j The tenders are to be submitted in two parts, Part-I containing Technical Specifications/documents and Part-II containing financial offer i.e. Technical Bid and Price bid through e-tender process only.
- k Intending tenderers are advised to visit the place of operations for acquainting themselves with the nature of work, infrastructure facilities and functioning of all operations at the site in their own interest before submitting the tender.
- l The Central Warehousing Corporation reserves the right to accept / reject the tenders without assigning any reason; the decision of the Corporation shall be final and binding on tenderer.
- m NIT is the part of Tender Document and therefore bidders are requested to read the complete tender document and to comply all the conditions mentioned therein.

- n If the day fixed for opening of tender is subsequently declared a holiday, the tenders will be opened on the next working day following the Holiday but there will be no change in the time for opening indicated above.
- o Tenders to remain open for acceptance for 90 days inclusive of date of tender opening (technical bid).
- p The Regional Manager, CWC, RO_CHANDIGARH may at his discretion, extend the ninety (90) days validity to further by 30 (Thirty) days and such extension shall be binding on the tenderers.
- q Any clarification regarding online participation, the bidder can contact:-

M/s ITI, New Delhi

For assistance, may call following help line numbers: 011-49424365

Email id- cwceproc@etenderwizard.com

REGIONAL MANAGAR

INDEX OF TENDER DOCUMENT

Sl. No.	Description of Documents	Page No.
1.	<u>Invitation to Tender</u>	
2.	Forwarding letter to the tenderer including General Information [1] <u>Place of Operation</u>	
3.	[2] <u>Brief Description of Work</u>	
4.	3(A) <u>Minimum Eligibility Criteria</u> 3(B) <u>All other required documents</u> and 3 (C) <u>Disqualification conditions</u>	
5.	<u>Terms for MSME</u>	
6.	<u>Earnest Money Deposit, Security Deposit, Performance Bank Guarantee, Make In India, Selection of Lowest Bidder, Submission of tender, Opening of Tenders, Corrupt Practice, Interview and acceptance of tender & Execution of Agreement</u>	
7.	Annexure-I – <u>Terms & Conditions governing to the Contract covering definitions, Objective of the Contract, Parties to the Contract, Constitution of Supplier[s], Subletting, Relationship with third parties, liability of personnel.</u>	
8.	<u>Bribes, Commission, Corrupt Gifts etc., Period of Contract, Summary Termination, Liability of Supplier or losses etc. suffered by Corporation, technical specifications, site inspection, service facility, training, guarantee & warranty, charges for work necessary for completion of contract, delivery, inspection & rejection, comprehensive maintenance contract (CMC), Penalty, recovery of sums claimed, payments under the contract, indemnity, insolvency and breach of contract / black listing, Set Off, Book Examination, Laws Governing to the Contract, dispute resolution, Arbitration, Black Listing Clause, Interpretation of the Clause, Force Majeure, Make in India.</u>	
9.	<u>Appendix – I</u>	
10.	<u>Appendix – II</u>	
11.	<u>Appendix – III – Proforma of work experience certificate</u>	
12.	<u>Appendix – IV - Format for Net Worth.</u>	
13.	<u>Appendix – V - Format for Power of Attorney for guidance purpose</u>	
14.	<u>Appendix - VI — undertaking for Proprietary firm.</u>	
15.	<u>Appendix - VII - Compliance to Bid Requirement.</u>	
16.	<u>Appendix - VIII – AFFIDAVIT on stamp paper duly attested by the Notary to be submitted by tenderer along with the tender documents</u>	
17.	<u>Appendix – IX - Pre contract integrity pact</u>	
18.	<u>Appendix X - Undertaking for submitting performance bank guarantee.</u>	
19.	<u>Appendix – XI – Agreement.</u>	
20.	<u>Appendix-XII- Bid Securing Declaration</u>	
21.	<u>Appendix-XIII - Undertaking to be submitted by the authorized signatory regarding equipments to be supplied.</u>	

22	<u>Appendix-XIV - Proforma of Bank Guarantee to be furnished along with Security Deposit as Performance Guarantee</u>	
23.	<u>APPENDIX- XV - Price/Financial Bid</u>	

Model Tender

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR SUPPLY, INSTALLATION, COMMISSIONING OF LABORATORY EQUIPMENT AT CENTRAL GRAIN ANALYSIS LABORATORY UNDER REGIONAL OFFICE, AHMEDABAD, CHANDIGARH, HYDERABAD & AT BHUBANESWAR (UNDER REGIONAL OFFICE PATNA) ON TURN KEY BASIS AND COMPREHENSIVE MAINTENANCE FOR A PERIOD OF FIVE (05) YEARS

From:

The Regional Manager,
Central Warehousing Corporation,
Regional Office, Chandigarh.

Tel. No : 0172-2656601

E-mail: techro.chd@cewacor.nic.in

For and on behalf of the Central Warehousing Corporation (hereinafter called the Corporation) the Regional Manager, CWC, RO, Chandigarh invites online tenders, UNDER TWO BID SYSTEM, for Supply, Installation, Commissioning of Laboratory Equipment at central grain analysis laboratory under Regional Office, Ahmedabad, Chandigarh, Hyderabad & at Bhubaneswar (under Regional Office Patna) on Turn Key Basis and Comprehensive Maintenance for a period of Five (05) years from the date of commissioning of the equipments, as may be decided, which can be extendable for a period of three months at the sole discretion of the Corporation on same rates, terms & conditions.

1. GENERAL INFORMATION

1. Place of Operation:

CW AHMEDABAD-I (under RO Ahmedabad),

Address – Central Warehouse ,Opp. P & T Colony, Shahalam, Ahmedabad-380028

RO CHANDIGARH,

Address-Bay No.39-42 Sector 31A, Chandigarh-160030

RO HYDERABD,

Address-Warehousing Sadan, Behind Gandhi Bhavan, P.B. Bo 34 Namapally, Hyderabad-500001

Bhubaneswar (Under RO Patna),

Address- Block No. F/4(2nd floor) Indradhanu Market Complex, IRC Village, Nayapalli, Bhubaneswar-751015

2. BRIEF DESCRIPTION OF WORK

Supply, installation, commissioning of Laboratory equipment at Central grain analysis laboratory under Regional Office, Ahmedabad, Chandigarh, Hyderabad & at Bhubaneswar (under Regional Office Patna) and Comprehensive Maintenance Contract (CMC) for a period of Five (05) years
The tenderers must get themselves fully acquainted with /nature of work/ infrastructure facilities and functioning of operations at the site in their own interest before submission of tenders and rates quoted by them shall be deemed to have been done after such acquaintance. Once a tender is submitted by a tenderer, he shall be deemed to have fully acquainted himself with nature of work / infrastructure facilities and functioning of operations at the site and shall not be entitled to any compensation arising out of any discrepancy found later on.

The services required to be performed under the contract have been categorized in two parts, viz. Part I – Rate of the laboratory equipments and Part II- Comprehensive Maintenance of Laboratory equipments.

In case, the rates are quoted in a manner other than mentioned in the price bid, the tenderers are liable to be ignored. *As the price bid is non splittable the rates are to be quoted for all the equipments and comprehensive maintenance contract (CMC).* The tenderers should not incorporate any condition in the tenders as conditional tenders are likely to be ignored.

3 (A) MINIMUM ELIGIBILITY CRITERIA

NOTE:

1. Tenderer must upload/submit the documents mentioned under minimum eligibility criteria at serial no. 1 to 7 as applicable in accordance to the details mentioned below. Non-submission of the mandatory required documents pertaining to minimum eligibility criteria shall make the bid liable to be summarily rejected.

S.No.	Minimum Eligibility Criteria	Mandatory Documents to be uploaded
1.	<p>Experience Certificate Supplier should have experience in supplying same lab equipments to reputed organizations during last 5 year amounting to minimum of Rs 10 CR.</p> <p>In support of the claimed experience, certificate issued by the respective corporations specifying installation and successful performance of lab equipments for a period of at least one year, shall be enclosed. In absence of aforesaid Certificate, an affidavit is to be submitted by the supplier stating thereby the details of installation supported by documentary evidence from the corporation i.e. copy of work order, contract/agreement etc. The experience/details will not be counted/reckoned for evaluation unless supported by sufficient documentary evidence.</p> <p>Note: The year for the purpose of experience will be taken as financial year [1st April to 31stMarch].(TDS).</p>	<p>Experience certificate in the proforma prescribed at Appendix III shall be produced with Digital Signature of Authorized Signatory and stamp with proof of satisfactory completion/running contract(s).</p> <p><u>Remarks:</u> All certificates issued by concerned parties should contain at least requisite information stated in Appendix III, for considering experience as per terms of tender.</p> <p>In case of certificates issued by the private company/party it should be supported by TDS certificate.</p>

<p>2.</p>	<p>Audited Balance Sheet for 3 years</p> <p>Turnover: The Tenderer should have Achieved the minimum turnover of Rs. 20 crores during the three preceding financial year.</p>	<p>The tenderer is required to upload the Audited Balance Sheet and Statement of Profit & Loss A/c for the preceding three financial years with the bid.</p> <p>In case Balance Sheets and Statement of Profit & Loss A/c for the immediate preceding financial year have not been prepared /audited, the accounts for the year previous to the preceding three financial years can be uploaded.</p> <p>Where the tenderer is not under statutory obligation to get his Accounts audited, he can upload a certificate of practicing Chartered Accountant certifying his Annual Turnover and Profit after Tax for proceeding three financial years.</p> <p>The audited balance sheet and profit & loss accounts are must in case of Co-Operative Society & Ltd. / Pvt. Ltd., Companies.</p> <p>Proprietary/Partnership Firms, whose turnover is more than Rs.60lakhs during the year 2010-11 and 2011-12 and more than Rs 100 lakhs during the years 2012-13 onwards are required to produce audited balance sheet and profit & loss account. The proprietary/partnership firms having turnover up to 60 lakhs during the years 2010-11 & 2011-12 and upto Rs 100 lakhs during years 2012-13 onward may submit the income tax return and statements of accounts duly certified by chartered Accountant(s) given to the income tax department for the three preceding financial years along with the technical bid for verification of turnover.</p>
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<p>3.</p>	<p>a) Tenderers should not have been blacklisted or otherwise debarred by CWC or any department of Central or State Government or any other Public Sector Undertaking as on the last date of submission of bid.</p> <p>b) Tenderer's contract should not have been terminated by CWC during the last Five years as on the last date of submission of bid.</p> <p>c) The proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company should not have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more. The tenders on acquittal would be eligible.</p>	<p>Undertaking in this regard Under the Digital Signature of authorized signatory as per Appendix-II</p>
<p>4.</p>	<p>Tender registered under Micro Small & Medium Enterprises.(if applicable)</p>	<p>Micro Small & Medium Enterprises (MSMEs) are exempted from payment of EMD and cost of tender and should enclose Udyam Registration Certificate.</p> <p>Micro Small & Medium Enterprises (MSMEs) are required to submit Bid Securing Declaration as per Appendix-XII & should be digitally signed and submitted along with online Bid.</p> <p>Micro Small & Medium Enterprises (MSMEs) not accompanied Udyam Registration Certificate. AND Bid Securing Declaration as per Appendix-XII shall be liable to be summarily rejected.</p> <p>An attested / self-certified copy of valid registration certificate, giving details such as validity, lab equipments / services etc. is to be provided.</p>

		Their registration should be valid as on last date of submission of tender and they should also mention the terminal validity, if applicable, of their Registration, if applicable, failing which their offer shall not be considered for benefits detailed in MSME Notification of Govt. of India dated 26.06.2020 or any other notification issued thereafter as amended from time to time.
5.	EMD	The fees to be paid through e-payment gateway and proof to be uploaded i.e., Udyam Registration Certificate for tenderers registered under MSMEs.
6.	Cost of the Tender	The fees to be paid through e-payment gateway and proof to be uploaded (Udyam Registration Certificate) for tenderers registered under MSMEs.
7	Performance Guarantee The tenderer will have to submit an additional performance Guarantee (besides security deposit) in the form of Bank guarantee of Rs. from any of the Scheduled commercial bank uniformly in lieu of the performance of the equipment. The format of the Bank Guarantee to be provided is at Appendix-XIV	The tenderer has to provide an undertaking as per Appendix- X .
8	Service Centre/Facility	The Tenderer should have Service Centre/facility within 100 Km from the listed locations of operation and should submit declaration with address of all service centres under the Digital Signature of Authorized Signatory.

The documents mentioned at above serial numbers are required under minimum eligibility criteria and are compulsory to participate in the tender process, failing which the bid shall be summarily rejected and no further missing documents shall be called for Minimum Eligibility criteria.

3. (B) ALL OTHER REQUIRED DOCUMENTS

Tenderer must upload/submit the documents in accordance to the detailed mentioned below at serial no. 1 to 10 along with the tender document.

Sl. No.	Eligibility Criteria	Documentary proof to be uploaded
1.	Details of tenderer	Duly filled, Scanned copy of Appendix-I Under the Digital Signature of Authorized Signatory.
2.	The tenderer must have a positive net worth based on the latest financial year for which accounts i.e profit and loss account and balance sheet is submitted in the tender.	The bidder is required to upload Appendix-IV duly certified by a practicing Chartered Accountant based on latest financial year for which accounts i.e profit and loss account and balance sheet is submitted in the tender.
3.	Power of Attorney Note: The bid should be uploaded by the authorized signatory as defined in Appendix-V under his own digital Signature.	Power of Attorney in favour of signatory(ies) duly attested by Notary as per Appendix-V which is for purpose of guidance only and deviation in the wording can be accepted.
4.	Bidder should be a; (1) Registered Company/LLP in India under Companies Act, 2013 OR (2) Registered Partnership Firm OR (3) Proprietorship OR (4) Public Sector Undertaking/statutory body OR (5) Cooperative society OR (6) Others. (If the tenderer is a partnership firm/LLP, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation)	<u>1) For Registered Company/PSU/statutory body</u> (i) Copy of Certificate of Incorporation (ii) Copy of Memorandum of Association (iii) Copy of Articles of Association (iv) Current list of Directors. <u>2) For Partnership Firm</u> (i) Copy of the partnership deed (ii) List of partners (iii) Copy of registration of Partnership deed. <u>3) For Proprietorship</u> Declaration of Proprietorship/Sole Proprietorship as per Appendix-VI under the Digital signature of authorized Signatory <u>4) For LLP</u> (i) Copy of Limited Liability Partnership Agreement (ii) Copy of certificate of registration (iii) Current list of Partners <u>5) For Cooperative society</u> (i) Bye-Laws (of cooperative Society) (ii) Registered Co-op. Societies

		<p>should furnish the proof of Registration with Registrar of Co-op. Societies or Taluk Co-op. Officer along with a resolution passed by the Society to participate in the tender enquiry.</p> <p><u>For others</u> (i)Notarized copy of certificate of Incorporation.</p>
5.	<p>Tenderer understanding of tender document and his compliance of tender requirements.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. The declaration from the tenderer confirming that he has understood the tender document and his bid complies with the tender requirements / terms & conditions of the tender document, he has quoted the rates without any condition / deviation and the rates quoted by him are as per tender document. 2. Tenderer shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him. 	<p>Declaration from the tenderer as per Appendix VII under the digital signature of Authorized signatory.</p>
6.	<p>Affidavit on stamp paper duly attested by the notary regarding certification of genuineness & authenticity of documents as per Appendix-VIII</p>	<p>Affidavit on stamp paper duly attested by Notary as per Appendix VIII along with Tender document.</p>
7.	<p>PAN Number</p>	<p>Copy of PAN Card</p>
8.	<p>GST Registration</p>	<p>Copy of valid GST registration.</p>
9.	<p>Pre-Contract Integrity Pact</p>	<p>Appendix-IX Under the digital signature of Authorized Signatory on each page of Appendix.</p>
10.	<p>Financial Bid</p>	<p>Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Price Bid in Excel format only.</p>
11	<p>Valid - OEM (Original Equipment Manufacturer/ Distributor/ Dealer License</p>	<p>Scanned copy of Valid License to Manufacture/Distribute/ Sale of product offered.</p>

12	Technical Specification of Equipments	Appendix-XIII Undertaking to be submitted by the authorized signatory.
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(C) DISQUALIFICATION CONDITIONS

- (a) Tenderers who have been blacklisted or otherwise debarred by CWC, or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission will be ineligible during the period of such blacklisting.
- (b) Tenderers contract should not have been terminated by CWC during the last Five years as on last date of submission of bid.
- (c) If the proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years rigorous imprisonment or more, such tenderer will be ineligible. However, if on acquittal by the appellate court the tenderer will be eligible.
- (d) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a Company etc.) will render the tenderer disqualified.

4. OTHER DETAILS

(a) Terms for Micro & Small Enterprises

- I. Tender document cost will not be charged from Micro Small & Medium enterprises (MSMEs).
- II. MSMEs who are interested in availing themselves of these benefits and preferential treatment, will enclose with their offer, the proof of their being registered in UDYAM portal for goods produced and services rendered along with Udyam Registration Certificate.
- III. The MSMEs must also indicate the terminal validity date of their registration, If applicable, which should be valid as on last date of submission of tender. MSMEs seeking exemption and benefits should enclose a attested / self-certified copy of valid registration certificate (Udyam Registration Certificate), giving details such as validity, lab equipments / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSMEs.
- IV. In case the MSME does not fulfill the criteria at Sr. No II and III above, such offers will not be liable for consideration of benefits detailed in MSME notification of Government of India dated 26.06.2020 and any other notification issued thereafter.
- V. **As per Public procurement policy on MSME, considering that this is a non-divisible tender, an MSME quoting lowest in the price band of L1 + 15%, will be awarded for full/complete work of tender, considering the spirit of policy for enhancing the government procurement from MSMEs subject to bringing down of price to L1 rate after negotiation if any, by the MSME concerned.**
- VI. **In case L1 is not an MSE and there is more than one MSE within the range of L1+15%, only the lowest MSE shall be considered subject to matching the L1 prices. Only on refusal of such lowest MSE to accept L1 price, second lowest MSE**

within the range of L1+15%, shall be considered. This process shall be continued till a MSE in the range accepts the L1 price or the MSEs in the L1+15% range are exhausted. In case no MSE accepts the L1 price or there is no MSE available, in L1+15% range, then the order shall be placed without applying this principle.

- (b) Bidder must upload scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then the EMD of the bidder shall be liable to be forfeited and he / they himself / themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.
- (c) The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer (Part-I & Part-II) i.e. Technical Bid and Price bid through e-tender process only.
- (d) NIT is the part of Tender Document and therefore bidders are requested to read the complete tender document and comply all the conditions mentioned therein.

The bid should be uploaded by the authorized signatory as defined in Appendix-V under his own digital signature. In failure to do so the bid will be treated as ineligible.

5. EARNEST MONEY DEPOSIT(EMD)

Each tender must be accompanied by an EMD of Rs.30,00,000 (Rupees Thirty Lakhs only) in the form of e-payment gateway from any scheduled commercial bank in favour of Regional Manager, CWC, RO, Chandigarh Payable at Chandigarh Tenders not accompanied by EMD shall be liable to be summarily rejected.

MSMEs are exempted from payment of EMD and cost of tender and should enclose the proof of their being registered & Udyam Registration Certificate. Their registration should be valid reason last date of submission of tender and they should also mention the terminal validity of their Registration, if applicable, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 26.06.2020 or any other notification issued thereafter.

Micro Small & Medium Enterprises (MSMEs) are required to submit Bid Securing Declaration as per Appendix- XII should be digitally signed and submitted along with online Bid. Micro & Small Enterprises (MSMEs) not accompanied by Udyam Registration Certificate AND Bid Securing Declaration as per Appendix- XII shall be liable to be summarily rejected.

The earnest money, shall be returned to all unsuccessful tenders, as soon as practicable after decision on tenders and to a successful tenderer, after he has furnished the security deposit; if the successful tenderer does not desire the same to be adjusted towards the security deposit. No interest shall be payable on the amount of earnest money, under any circumstance.

Earnest money shall be forfeited in the event of the tenderers failure, after the acceptance of his tender, to furnish the requisite security deposit by the due date to take up the work, without prejudice to any other rights and remedies of Corporation under the contract and law.

Any false/ wrong information/ credentials submitted may lead to the tenderers being blacklisted in CWC and debarred for participating in tender for next five years besides forfeiture of the Earnest Money Deposited.

6. SECURITY DEPOSIT (SD)

- (i) Successful tenderer shall furnish, within a week of the acceptance of his tender, a security deposit of Rs. 60,00,000/- (Rupees Sixty Lakhs only).
- (ii) The Security Deposit amount shall be deposited in favour of the Regional Manager, CWC, Chandigarh in the form of Demand Draft/NEFT/RTGS issued by scheduled banks only.
- (iii) The Security deposit furnished by the tenderer would be subject to the terms and conditions given in the Appendix to this tender and the Corporation shall not be liable for payment of any interest on the security deposit or any depreciation thereof, whatsoever.
- (iv) If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit shall be required to be furnished.
- (v) The supplier shall furnish within a week of the acceptance of their tender, security deposit as prescribed in the invitation to tender. In the event of tenderers failure after the acceptance of his tender to furnish requisite security deposit by the due date and not taking over the work, the EMD Shall be liable to be forfeited. Besides the Corporation may suspend/ban the trade relations with them or debar to participate in all future tender enquiries with CWC based on merit of each case for next 5 (Five) years without prejudice to any other rights and remedies of the Corporation under the contract and law. The decision of the **Regional Manager/Tender Awarding Authority, CWC, RO CHANDIGARH** in this matter shall be final and binding to the tenderer.
- (vi) The Corporation shall not be liable for payment of any interest on the Security Deposit or any depreciation thereof for the time it is held by the Corporation.
- (vii) The security deposit shall be refunded to the bidder only after due and satisfactory performance of the services and on completion of all obligations by the bidder under the terms of the contract and on submission of a No Demand Certificate, subject to such deduction from, the security as may be necessary for making up of the Corporation's claims against the bidder.
- (viii) In the event of termination of the contract envisaged in Clause-X, the **Regional Manager/Tender Awarding Authority, CWC, RO, CHANDIGARH** shall have the right to forfeit the entire or part of the amount of security deposit deposited by the supplier or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses charges, expenses or costs that may be suffered or incurred by the Corporation.
- (ix) The decision of the Regional Manager in respect of such damages, losses, charges, costs or expenses shall be final and binding on the suppliers.
- (x) In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the supplier under this or any other contract with the Corporation. Should that sum also be not sufficient to cover the full amount recoverable, the supplier shall pay to the Corporation on demand, the remaining due balance.

7. PROFORMANCE BANK GUARANTEE(PBG)

(a) Tenderers need to submit **Appendix- X**– Undertaking of submitting performance bank guarantee

Note: The tenderer will have to submit an additional performance Guarantee (besides security deposit) in the form of Bank guarantee of 10% of the total Contract Value From any of the Scheduled commercial bank uniformly in lieu of the performance of the lab equipments.

The bank Guarantee shall remain in force and the tenderer shall have to keep it alive till the time the bank Guarantee shall expire and upto completion of all the obligations by the tenderer under the terms of the contract and on submission of a no demand certificate from the Corporation. The format of the Bank Guarantee to be provided in such cases is at **Appendix-XIV**.

Regional Manager shall have the right to forfeit performance bank guarantee in the event that the tenderer fails to perform any of the obligations under the contract to the satisfaction of the Regional Manager or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation.

The decision of the Regional Manager in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractors.

(b) The Bank Guarantee issuing bank shall send cover for Bank Guarantee issued through SFMS platform to the CWC Banker i.e. ICICI Bank, 9 Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007) as per details given below:

(i) MT760 COV for issuance of bank guarantee.

(ii) MT767 COV for amendment of bank guarantee.

(iii) Issuing bank shall mention CWC beneficiary code i.e. CENTRALW27112020 in field 7037 of MT760 COV / MT767COV.

(c)The bidder shall submit the copy of SFMS message as sent by the issuing bank branch along with the original Bank Guarantee.

(d) Bank Guarantee submitted without these details shall not be accepted.

8. PREFERENCE TO MAKE IN INDIA

Preference to Make in India would be governed as per order No. P-45021/2/2017-B.E-II dated 16.09.2020 issued by Ministry of commerce and industry, DIPP and amended from time to time.

9. SELECTION OF LOWEST BIDDER

(a) The tenderer quoting the lowest overall rate (Rates of equipments + Comprehensive maintenance rate) will be declared L-1.

(b) The technical bid shall be opened on the due date and time as specified in tender. The price bid of only such tenderers, whose technical bid is found to be qualified, shall be

opened. The time and date of opening of price bid shall be fixed and shall be intimated to qualified parties only.

- (c) Necessary clarification required by the Corporation shall be furnished by the tenderer within the time frame given by the Corporation for the same as per procedure.
- (d) The bids of such tenderers who do not pay the cost of tenders and / or do not pay the Earnest Money Deposit shall not taken cognizance of
- (e) It should be clearly understood by the Tenderer[s] that no opportunity shall be given to him / them to modify or withdraw his / their offer after the date and time stipulated for submission of tender. In case of any modification or withdrawal of the offer by any bidder after the date and time stipulated for submission of tender, the EMD submitted with tender shall be forfeited.
- (f) The Tender Form shall be filled in by the Tenderer clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Tenderer. The decision of CWC to interpret the rates filled in by the tenderer, shall be final and binding on the supplier.
- (g) **In case where there is more than one tenderer quoting the same rates due consideration shall be given to financial turnover as submitted under serial no. 3(A). 2 of eligibility criteria for the purpose of selection of L1. In such cases, tender shall be awarded to the tenderer having higher financial turnover of preceding three years for which turnover has been given in the tender.**

10. SUBMISSION OF TENDER

Tenderer shall submit their offer in electronic format on the www.cwceprocure.com or www.tenderwizard.com/cwc website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out rightly rejected.

The instructions to be followed for submitting the tender are set out below:

I. Information about tenderers:

The tenderers must furnish full, precise and accurate details in respect of information asked for in Appendix I & II attached to the form of tender. Same should be scanned and uploaded.

II. Uploading/Signing of tenders:

Person or persons uploading/signing the bid shall be Authorized to do so as per **Appendix-V**. The bid should be uploaded by the authorized signatory as defined in Appendix-V under his own digital signature.

Tenderer is required to sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.

Pre-bid meeting:

A pre bid meeting shall be conducted before submission of tender documents for clarifying issues and clearing doubts, if any, the date, time & place of pre-bid shall be indicated in the bidding document. This date shall be sufficiently ahead of bid opening date. The record of such meeting shall be exhibited on the website.

Preliminary scrutiny of bids:

The Corporation will scrutinize the bids received to see whether they meet the basic requirements as incorporated in the bid document. The bids which do not meet the basic requirements shall be treated as unresponsive and ignored. The following are grounds due to which a bid may be declared as unresponsive and will be ignored during the initial scrutiny:

- (i) The bid is unsigned (where the bid documents have been uploaded using the digital signatures of the person authorized to sign, the same shall be treated as duly signed);
- (ii) The bid is not legible;
- (iii) Required Bid Security Declaration as per Appendix-XII and cost of tender has not been received;
- (iv) The bid validity period mentioned by the bidder in the bid document is for a shorter period than the period required and stipulated in the bid document.
- (v) The bidder has not quoted for all the items, as specified in Financial Bid
- (vi) The bidder has not agreed to the essential conditions i.e. scope of supply, warranty/guarantee clause, liquidated damages / penalty clause, security deposit /performance bank guarantee and dispute resolution mechanism.
- (vii) In case the tenderer does not submit turnover for any of the specified financial year(s) then the turnover for that year shall be taken as “ NIL” for the purpose of evaluation of tenderer.

Only the bids which are not unresponsive shall be taken up for further evaluation.

Further evaluation of Stage I: Technical Bid:

- a) Corporation shall evaluate the technical bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the technical bid is generally in order as per the qualifying conditions of the tender.
- b) The Corporation, if necessary may ask the tenderer for any specific information/ clarification relating to qualifying document/condition or can seek missing document(s). The required clarification and missing documents will be asked from only those bidders who have fulfilled the minimum eligibility criteria and it must be uploaded within specified time subject to maximum of 15 days on the same portal as per the procedure prescribed below.

The missing documents to be submitted should not be of a date later than the date of

submission of original bid, however Net Worth Certificate as per Appendix –IV, Affidavit of Proprietary Firm as per Appendix –VI, Compliance of bid requirement as per Appendix-VII, Affidavit on stamp paper duly attested by the notary regarding certification of genuineness & authenticity of documents as per Appendix-VIII and Pre-contract Integrity Pact as per Appendix-IX submitted as missing documents can be of a date after the date of submission of original bid. The missing documents sought are allowed to be submitted only by uploading on the tender website through which same has been asked.

- c) Corporation well within its rights to waive minor infirmity or non-conformity or irregularity like spelling mistake(s), signature missing on any page which does not constitute a material deviation.
- d) The tenderer has the option to respond or not to respond to these queries.
- e) The request for clarification and missing document(s) by the Corporation and the response of the bidder shall be in writing and no change in price or substance of the tender shall be sought, offered or permitted.
- f) If the tenderer fails to respond, within the stipulated time period or the clarification(s)/and missing document(s) submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the same and the tender will be summarily rejected.
- g) All the responses to the clarifications and missing document(s) will be part of the Proposal of the respective tenderer and if the clarifications and missing document(s) are in variance with the earlier information in the proposal, the information provided in later stages will also be the part of the evaluation process for technical qualification.
- h) Corporation in no way confers or gives the right to the bidders participating in the tender inquiry as per this clause that the bidder has met with the minimum technical qualification or shall not consider itself as technically qualified as per the tender conditions.

Procedure to be followed for obtaining missing documents and specific clarification:

- (a) An Icon for clarification and missing document(s) shall appear on “Bid Details” page (in front of each of the bidder’s name) at Corporation ‘send after opening of Technical/Financial Bid.
- (b) Corporation shall click on clarification and missing document(s) icon for the desired bidder and enter the details of clarifications and missing document(s) sought within the prescribed time.
- (c) After entering the details of clarification and missing document(s) sought by the Corporation, same icon is to be clicked at bidder’s end for replying to the particular clarification and missing document(s) sought by the Corporation. The system will also send the alert to the bidder at his registered e-mail address about the clarification and missing document(s) sought by the Corporation.
- (d) Bidder will click on clarification icon and will reply to the same and upload the required clarification and missing document (optional) in support of clarification sought and also submit missing documents, if any, within the prescribed time. Bidder cannot ask for any clarification from the Corporation.

- (e) Once the prescribed time expires, the reply button of clarification and missing document(s) screen from bidder side shall also disappear automatically.
- (f) After expiry of prescribed time, Corporation shall download the clarification and missing document(s) submitted by the bidder.
- (g) Bidder to refer clarification and missing document(s) manual available on e-portal www.cwceprocure.com or www.tenderwizard.com/cwc or seek assistance from the Helpdesk.

11. OPENING OF TENDER

The online tenders [technical bid] shall be opened on the date and time specified. If the date for opening of tenders happens to be a holiday, the tenders will be opened on the next working day following the holiday.

12. CORRUPT PRACTICES

Any bribe, commission, or advantage offered or promised by or on behalf, of the tenderer to any officer or servant of the Corporation shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered. Canvassing on the part or on behalf, of the tenderer shall also make his tender liable to rejection.

13. INTERVIEWS AND ACCEPTANCE OF TENDER

The tenderers should be prepared to proceed to the Regional Office, Chandigarh of CWC or the Corporate Office of CWC at New Delhi, at their own expense and without any obligation, if called upon to do so, by the Regional Manager, CWC (or an Officer authorized to act on his behalf). The Regional Manager, CWC, Regional Office, Chandigarh for and on behalf of the CWC, reserves the right to reject any or all tenders without assigning any reason and does not bind himself to accept the lowest or any tender. He also reserves the right to accept the tender for any or all the offers. The successful tenderer shall be advised of the acceptance of his tender by a letter /telegram/ fax/ email. Where acceptance is communicated by telegram/ fax/e-mail the same shall have to be acted upon immediately, without awaiting for the post copy in confirmation.

14. EXECUTION OF AGREEMENT

The successful tenderer shall enter into an agreement with the Corporation in the format as appended. The Agreement shall be typed on a Non-Judicial Stamp Paper of appropriate value.

- i. The execution of agreement shall be preceded by furnishing of Security deposit as detailed above. *The agreement shall be executed within one week of the acceptance of the tender, failing which the Contract is liable to be terminated.*

The Regional Manager may at his discretion, however, on a specific request by the successful tenderer, give additional time to the tenderer to furnish the Security Deposit and execute the Agreement, which in any case shall not exceed more than 15 days in all, including the original one week period.

Yours faithfully,

(_____)

**FOR AND ON BEHALF OF THE
REGIONAL MANAGER,**

CWC, REGIONAL OFFICE, CHANDIGARH

DATE:

TERMS AND CONDITIONS GOVERNING CONTRACT FOR SUPPLY, INSTALLATION, COMMISSIONING OF LABORATORY EQUIPMENT AT CENTRAL GRAIN ANALYSIS LABORATORY UNDER REGIONAL OFFICE, AHMEDABAD, CHANDIGARH, HYDERABAD & AT BHUBANESWAR (UNDER REGIONAL OFFICE PATNA) ON TURN KEY BASIS AND COMPREHENSIVE MAINTENANCE FOR A PERIOD OF Five (5) Years

I. Definitions:

- i** The term ‘Contract’ shall mean and include the notice inviting tender, the invitation to tender, incorporating also the instructions to tenderers, the tender, it’s appendix and schedules, acceptance of tender and such general and special conditions as may be added to it;
- ii** The term ‘Supplier’ shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case may be;
- iii** The term ‘Corporation’ and the Central Warehousing Corporation, wherever occur shall mean the Central Warehousing Corporation established under Warehousing Corporation Act 1962 will include its Managing Director and its successor or successors and assigns.
- iv.** Two bid tender” means the tender is to be uploaded in two parts, Part-I containing technical bid and Part-II containing financial bid.
- v.** Consignee” means CWC, Regional Office, Chandigarh.
- vi** “Inspecting Officer” means officer(s) of Central Warehousing Corporation authorized for the purpose of inspection of the lab equipments or work under the contract
- vii** “Material” means anything used in the manufacture or fabrication of the lab equipments.
- viii** “Lab equipments” means the goods specified in the schedule, which the supplier has agreed to supply under the contract.
- ix.** The term ‘Managing Director’ shall mean the Managing Director of the Corporation;
- x.** The term ‘Regional Manager’ shall mean the Regional Manager of the CWC under whose administrative jurisdiction, the Central Warehouse/ Godowns falls. The term ‘Regional Manager’ shall also include the Warehouse Manager and every other officer authorized by him from time to time to execute contract on behalf of CWC;
- xi** The term ‘Services’ shall mean Comprehensive Maintenance Services (CMC).

Terms and expressions not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract Act 1872, or the General Clauses Act 1897 as the case may be, including latest amendments.

II. Objective of the Contract:

The suppliers shall supply all lab equipments as per Appendix XIII and provide Comprehensive Maintenance Services (CMC) as per the tender terms & conditions, or as directed by the Regional Manager or an officer acting on his behalf together with such additional, auxiliary and incidental, duties, services and operations, as may be indicated by the Regional Manager or an officer acting on his behalf and are not inconsistent with these terms and conditions.

III. Parties to the Contract:

- (a) The Parties to the contract are the Supplier and the Central Warehousing Corporation represented by the Regional Manager and/ or any other person authorized and acting on his behalf.
- (b) The person signing, the tender or any other documents forming part of the tender, on behalf of any other person or a firm shall be deemed to warrant that he has authority to bind such other person or the firm as the case may be in such matters pertaining to the contract. If, on enquiry, it is found that the person concerned has no such authority, the Central Warehousing Corporation represented through the Regional Manager, may, without prejudice to other civil and criminal remedies, terminate the contract and hold the signatory liable for all costs and damages.
- (c) Notice or any other action to be taken on behalf of the Central Warehousing Corporation may be given / taken by the Regional Manager or any other officer so authorized and acting on his behalf.

IV. Constitution of Supplier/s:

- (a) Supplier shall at the time of submission of tender declare whether they are Sole Proprietary concern or registered partnership firm or private limited company or a public limited company, Cooperative Society incorporated in India or a Hindu undivided firm or MSMEs. The composition of the partnership, names of Directors of Companies and name of the Karta of Hindu undivided family as the case may be, shall also be indicated. Similarly, in case of Cooperative Society, the name of Secretary, by-laws and areas of operation should be indicated. The Supplier shall also nominate a person in whose hands the active management and control of the work relating to the contract during the tenure of the contract would lie. The person/s so nominated shall be deemed to have Power of Attorney from the suppliers in respect of the contract and whose acts shall be binding on the supplier.
- (b) The Supplier shall not, during the currency of the contract, make without the prior consent of the Corporation, any change in the constitution of the firm. The supplier shall notify to the Corporation the death/resignation of any of their partner/directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the contract, if it deems so fit.

V. Subletting:

The supplier shall not sublet, transfer or assign the contract or any part thereof without the

previous written approval of the Corporation. In the event of the supplier contravening this condition, the Corporation shall be entitled to place the contract elsewhere on the supplier's account and at their risk and the supplier shall be liable for any loss or damage, which the Corporation may sustain in consequence or arising out of such replacing of the contract.

In case of individual / sole proprietorship firm, the contract comes to an end with the death of the supplier / individual or the proprietor of the sole proprietorship firm and **contract shall not be awarded to his legal heirs**. Any person claiming to be as legal heirs of deceased supplier /individual or the Sole proprietorship firm seeking /desirous of their movable assets / cash/pending amount, is required to get succession certificate from the court of Competent Jurisdiction.

VI. Relationship with Third Parties:

All transactions between the supplier and third parties, shall be carried out as between two principals without reference in any event to the Corporation. The suppliers shall also undertake to make the third parties fully aware of the position aforesaid.

VII. Liability for Personnel:

Supplier has to ensure all statutory compliances such as minimum wages, PF, ESI, bonus, etc. in respect of person(s) employed by the supplier under this contract.

VIII. Bribes, Commission, Corrupt Gifts etc.:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the supplier or any one or more of their partners/ Directors/Agents or servant or any one-else on their behalf to any officer, servant, representative or agent of the Corporation or any person on his or their behalf for showing or for bearing favour or disfavour to any person in relation to the contract, shall subject the supplier to the cancellation of this contract or any other contract with Corporation and also to payment of any loss or damage resulting from such cancellation.

IX. Period of Contract:

- i** The contract shall remain in force for a period of **Five Years** from or such later date as may be decided by the Regional Manager/Contract Awarding Authority at his sole discretion.
- ii** After satisfactory completion of the period of original contract of **Five Years** may be further extended on the same rates, terms and conditions by **3 (three) months** on the sole discretion of the Regional Manager/Contract Awarding Authority.
- iii** To terminate the contract at any time during its currency without assigning any reason thereof by giving thirty days' notice in writing to the supplier at their last known place of residence / business and the supplier shall not be entitled to any compensation by reason of such termination.

The action of the Regional Manager, CWC, Regional Office under this clause shall be final, conclusive and binding on the supplier and shall not be called into question.

X. Summary Termination:

- a) The Regional Manager/Tender Awarding Authority shall have, *without prejudice to other rights and remedies*, the right, in the event of breach by the suppliers of any of the terms and conditions of the contract, to terminate the contract forthwith and to get the work done for the unexpired period of the contract, at the risk and cost of the suppliers and /or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the supplier's negligence or unwork-man like performance of any of the services under the contract and to claim from the suppliers any resultant loss sustained or cost incurred. The non performing/defaulting supplier may also be suspended/banned for trade relations/blacklisting for a next 5 (Five) years based on the gravity of non-performance / default of the supplier by the **Regional Manager/Tender Awarding Authority, CWC, RO, CHANDIGARH** whose decision in the matter shall be final and binding.
- b) In the event of the supplier having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors in such eventuality the security deposit shall be stand forfeited.

XI. Liability of Suppliers for losses etc. suffered by Corporation:

- a) The suppliers shall be liable for all costs, damages, and expenses suffered or incurred by the Corporation due to the supplier's negligence and un-workman like performance of any services under this contract or breach of any terms thereof or their failure to carry out the work and for all damages or losses occasioned to the corporation due to any act whether negligence or otherwise of the suppliers themselves or their employees. The decision of the Regional Manager/Tender Awarding Authority regarding such failure of the supplier and their liability for the losses etc. suffered by Corporation shall be final and binding on the supplier.
- b) The Corporation shall be at liberty to reimburse themselves of any damages, losses, charges, costs or expenses suffered or incurred by them due to supplier's negligence and un-workman like performance of service under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum due or which at any time hereafter may become due to the suppliers under this or any other contract with the Corporation. In the event of the sum, which may be due from the Corporation as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the suppliers as aforesaid shall be deducted from the security deposit furnished by the suppliers. Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the supplier shall pay to the Corporation, on demand, the remaining balance of the aforesaid sum claimed.
- c) **Risk in the Lab equipments:** The Laboratory Equipments and every constituent part thereof, whether in the possession or control of the Supplier, his agents or servants or a carrier, or in the joint possession, of the Supplier his agents or servants and the Corporation, his agents or servants, shall remain in every respect at the risk of the Supplier until their actual delivery to the Consignee at the stipulated place or destination.

The Supplier shall be responsible for all loss, destruction, damage or deterioration to the

Laboratory Equipments from any causes whatsoever while the Laboratory Equipments after approval by the Inspecting Officer are awaiting dispatch or delivery or are in the course of transit from the Supplier to the consignee or, as the case may be, interim consignee. The Supplier shall alone be entitled and responsible to make claims against the transporter/Railway administration, other carrier, in respect of non-delivery, short delivery, mis delivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the Supplier for transmission to the consignee or the interim consignee as the case may be.

- d) **Consignee's right of rejection:** Notwithstanding any approval which the Inspecting Officer of the Corporation may have given in respect of the lab equipments or any materials or other particulars or the work or workmanship involved in the performance of the contract, whether with or without any test carried out by the supplier or the Inspecting Officer or under the direction of the Inspecting Officer, it shall be lawful for the consignee on behalf of the corporation to reject the lab equipments or any part portions or consignment thereof within a reasonable time after actual delivery there to him at the place of destination specified in the schedule, if such lab equipment or part, portion or consignment thereof is not in all respect in conformity with the specifications whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

Provisions contained in the clause relating to the removal of lab equipments rejected by Inspecting Officer shall mutatis mutandis apply to lab equipments rejected by the consignee as herein provided.

e) **Other Instructions To Suppliers:-**

- i. The acceptance of Tender by Corporation as per terms and conditions shall constitute a valid and legal contract between Corporation and Supplier and execution of separate Deed/document is not necessary.
- ii. Notwithstanding the acceptance of Laboratory Equipments vide supply order(s), Corporation reserves the right to forfeit Security and impose damages, if any, if the Supplier fails to comply with any of the terms and conditions of the Tender and/or supply order without prejudice to any other legal remedies available to Corporation.
- iii. The material is returnable at the Risk and Cost of the Supplier if the same is damaged in transit or not in conformity to the prescribed specification/approved sample.
- iv. Supplier would not be absolved of the responsibility of delivering the indented Laboratory Equipments within the stipulated time schedule and liability of liquidity damages /Risk and Cost clause due to any purely commercial reasons, including but not restricted to, non-availability of raw materials, abnormal increase in price of raw materials or any other input costs, changes in any of the Tax or Duty structure, changes in other Regulatory requirements of any Govt. Department, abnormal increase in the cost of logistics and transportation, any variation in Exchange Rate, sabotages/damages attributable to the seller or any employee or agent of the seller, closer/disruption of operations due to industrial unrest within the seller origination, closer/ disruption of operations directly initiated by the Supplier etc.

f) Liability Of the Supplier:

The Supplier shall be solely responsible for the personnel/labour if any engaged by him during the course of the contract for supply of the Laboratory Equipments at the destination. The Supplier shall keep Corporation indemnified from any liabilities, penalties levies, fees etc., and in the event, Corporation put to any such liabilities the same will be recovered from the Supplier.

XII. TECHNICAL SPECIFICATIONS:

The lab equipments shall be of the best quality and shall be in accordance with the particulars specified in the appendix **XIII-Technical Specifications of Laboratory Equipment**. The lab equipments shall further be in all respects acceptable to the Inspecting Officer and/or the Corporation.

Requirements where there are no specifications: In cases where no particular specifications are given for any article or materials or workmanship as stipulated under the contract, the same shall invariably be the best of their respective kinds in all respect and in accordance with the requirements, instructions and the specifications prescribed by Corporation and shall be binding upon the supplier.

XIII. SITE INSPECTION

The successful tenderer has to inspect the site and inform Corporation on the structural modifications required, if any, within a fortnight on receipt of Supply Order. **The details of structural modifications required shall be conveyed in writing to the Regional Manager, which will be borne by the corporation.** The period of completion of work on structural modification shall be excluded from the supply period and considered additional period.

XIV. SERVICE FACILITY

The supplier should have adequate number of service centre to provide uninterrupted services & undertakes to provide smooth servicing facilities at the centers where such facilities exist or depute duly authorized agents to render the same when called upon to do so in respect of machine/equipment for a period of **five years** from the date of successful commissioning of the equipment.

XV. TRAINING

The supplier should provide sufficient training to the staff of CWC for 30 days and depute duly authorized trained personnel exclusively at all 4 locations - Central grain analysis laboratory under Regional Office, Ahmedabad, Chandigarh, Hyderabad & at Bhubaneswar (under Regional Office Patna) for 30 days, to perform the testing of the samples on all the lab equipments/ machines along with the CWC staff.

XVI. GUARANTEE & WARRANTY

The supplier shall provide guarantee and warranty of equipments during the entire CMC period and any repair/replacement required shall be borne by the supplier.

XVII. CHARGES FOR WORK NECESSARY FOR COMPLETION OF CONTRACT

The Supplier shall pay all charges for handling, stamping, printing, painting, marking and for protecting and preserving patent rights and for all such measures which the Inspecting

Officer may require the Supplier to take for the proper completion of the contract, though no special provision in respect thereof may have been made in the particulars.

XVIII. DELIVERY

1. On finalization of Price Bid, Supply Order will be placed by the Corporation.
2. Door delivery of Laboratory Equipments is to be given at Corporation's nominated places to be indicated in Supply Order(s). All expenses up to the point of delivery including Road/Rail transport charges, Transit Insurance and all other incidental and handling expenses up to the point of delivery will be borne by the Supplier.
3. **Delivery Schedule** - The Laboratory Equipments as per the quantity and locations specified in the Tender should be delivered to the designated Consignee within Sixty (60) days from the date of Supply Order.
4. The delivery time may be extended by another Thirty (30) days at the sole discretion of Corporation for the reasons to be recorded in writing by the Suppliers while requesting for such extension and in such eventuality no LD charges will be imposed i.e., for maximum upto Ninety (90) days from the date of supply order.
5. **Passing of Property:** Property in the Laboratory Equipments shall not pass to the Corporation unless and until the Laboratory Equipments have been delivered to the consignee duly certified by the inspecting officer in accordance with the conditions of the contract. The Corporation shall not be liable to assist in securing or to arrange for or provide transportation to the supplier.
6. **Pre purchase inspection.** Pre purchase inspection of the lab equipments shall be carried at the site of installation by the nominated team of officer of the corporation for which the supplier has to inform well in advance of the schedule of delivery of lab equipments .

Failure and termination: If the Supplier fails to deliver the Laboratory Equipments within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such period the Corporation may without prejudice to the right of the corporation to recover damages for breach of the contract.

XIX. INSPECTION AND REJECTION

1. **Assistance for test and examination:** The Inspection and Tests prior to shipment of Goods and at final acceptance are as follows:
 - 1.1. After the goods are manufactured and assembled, inspection and testing of the goods may be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications. **Manufacturer's test certificate with data sheet issued to this effect shall be submitted along with the delivery documents.**
 - 1.2. The acceptance test will be conducted by the Corporation, their consultant or other such person nominated by the Corporation at its option after the equipment is installed at Corporation's site in the presence of supplier's representatives. The acceptance will involve trouble free operation. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment

is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Corporation, the successful completion of the test specified.

- 1.3. In the event of the ordered item failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Corporation reserve the right to get the equipment replaced by the Supplier at no extra cost to the Corporation.
 - 1.4. Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the Supplier.
 - 1.5. Before the goods and equipment are taken over by the Corporation, the Supplier shall **mandatorily provide IQ/OQ/DQ/PQ documents/manuals, CRM, operation and maintenance Manuals together with Drawings of the goods and equipment built & all other concerned documents.** These shall be in such details as will enable the Corporation to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
 - 1.6. The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract.
 - 1.7. Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purposes of taking over until such Manuals and Drawing have been supplied to the Corporation.
 - 1.8. **Inspection Notes:** On the lab equipments being found acceptable by the Inspecting Officer, he shall furnish the supplier with necessary copies of inspection notes duly completed for being attached to the supplier's bill in support thereof.
 - 1.9. In order to assess manufacturing facilities available with the tenderers, the inspection facilities may be required to be arranged by the party at the discretion of the Corporation. Visit to the party's premises/site/manufacturing unit shall be at the discretion of the CWC.
 - 1.10. Inspection & verification has to be conducted at the receiving end by the concerned staff which will be reported in **receipt certificate.**
 - 1.11. On successful completion of acceptability test, receipt of deliverables, etc. and after the Corporation is satisfied with the working of the equipment, the **acceptance certificate** signed by the Supplier and the representative of the Corporation will be issued. **The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment.**
2. **Cost of Test:** The supplier shall provide without any extra charge all materials, tools, labour, and assistance of every kind which the Inspecting Officers may demand for any test, and examination, other than special or independent test, which they shall require to be made and the supplier shall bear and pay all costs attendant thereto.
 3. **Delivery of Lab equipments for Test:** The supplier shall also provide and deliver for test, free of charge, at the place of supply & installation as the Inspecting Officer may specify, such materials or lab equipments as he may require.
 4. **Method of Testing:** The Inspecting Officer shall have right to adopt such manner and method of testing as he may think it proper and the supplier should not be entitled to question such manner or method on any grounds whatsoever.
 5. **Lab equipments Expended in Test:** If the test proves satisfactory and the lab equipments are accepted, the quantity of the lab equipments or materials expended in

test will be deemed to have been taken delivery of by the corporation and be paid for as such, otherwise it shall be at the cost of the supplier.

6. **Inspecting Officer:** Final authority and to certify performance, the Inspecting Officer shall have the power: -

- (i) Before any lab equipments or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adopting of any unsatisfactory method of manufacture.
- (ii) To reject any lab equipments submitted as not being in accordance with the particulars.
- (iii) To reject the whole of the installments tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.
- (iv) To mark the rejected lab equipments with a rejection mark so that they may be easily identified if resubmitted.

7. **Consequence of Rejection:** If on rejection of any of lab equipments by Inspecting Officer or consignee at the destination; the supplier fails to make satisfactory supplies within the stipulated period of delivery the Corporation shall be at liberty to:

- (i) Allow the supplier to re-supply the lab equipments in replacement of those rejected, within a specified time, the supplier bearing the cost of freight and other expenses in connection thereof, if any, on such replacement without being entitled to any extra payment on that account; or
- (ii) Purchase the quantity of the lab equipments rejected either of the same description or of similar description (when lab equipments exactly complying with particulars are not in the opinion of the Corporation which shall be final, readily available) without notice to the supplier at his risk and cost and without affecting the supplier liability as regard the supply of any further installment due under the contract, or
- (iii) Cancel the contract and (a) purchase the lab equipments of the same description or of a similar description (when lab equipments exactly complying with particulars are not in the opinion of the Corporation which shall be final, readily available) at the risk and cost of the supplier or (b) claim difference between the contract price or the price prevailing at or about the time of breach

8. **Inspecting Officer's Decision as to Rejection Final:** The Inspecting Officer's decision as regards the rejection shall be final and binding on the supplier.

9. **Notification of Result of Inspection:** Unless otherwise provided in the specifications in the schedule, the examination of the lab equipments will be made as soon as practicable after the same has been submitted for inspection and the result of the examination will be notified to the supplier.

10. **Marking of Lab equipments:** The supplier shall, if so required, at his own expenses mark or permit the Inspector to mark all the approved lab equipments with a recognized corporation's mark.

11. **Removal of Rejections:** (a) Any lab equipments submitted for inspection at a place other than the premises of the supplier and rejected shall be removed by the supplier subject as herein after provided within fourteen days of the date of receipt of intimation of such rejection.

(b) Such rejected lab equipments shall under all circumstances lie at the risk of the supplier from the moment of such rejection and if such lab equipments are not removed by the supplier within the period afore mentioned, the Inspecting Officer may either return the same to the supplier at his risk and cost by such mode of transport as the Corporation or inspecting officer may select, or dispose of such lab equipments at the supplier's risk on his account and retain such portion of proceeds as may be necessary to cover any expense incurred in connection with such disposal. The corporation shall also be entitled to recover handling and storage charges for the period for which the rejected lab equipments are not removed.

XX. COMPREHENSIVE MAINTENANCE CONTRACT (CMC)

The party shall quote separately for Comprehensive Maintenance Contract as per price schedule in FINANCIAL/PRICE BID.

Comprehensive Maintenance Contract shall comprise of maintenance against breakdown/fault and at least one visit in a quarter for preventive maintenance and inspection. Any material going into repairs in case of breakdown and preventive maintenance shall be part of the CMC and no extra charge can be levied on the Corporation for material.

CMC shall be executed for a duration of five years. CMC charges shall be paid on quarterly basis of annual charges. It should be inclusive of all the charges as no separate/extra payment shall be made by Corporation for visits, repairs and calibration. Payment will be made on production of invoice/bill along with satisfactory service certificate issued by the concerned Laboratory in-charge at the end of each quarter

Any other arrangement on the terms of Comprehensive Maintenance Contract can be decided jointly by the tenderers and the Corporation as the case may be to the mutual acceptance and satisfaction of the parties.

XXI. PENALTY

In the event of delayed supplies of equipments, a **Liquidated Damages/Penalty @ 5% of the price of the equipment/s along with applicable GST**, which the Supplier has failed to supply within the delivery period fixed shall be levied for each month or part thereof of such delay on the Supplier after expiry of Sixty/Ninety days (as per the delivery clause XVIII), whichever is applicable, from the date of Supply Order of equipments.

The maximum time limit for delivery may further be extended by another thirty (30) days with aforesaid Liquidated Damages/penalty. No further extension is permissible in

delivery period. If the Supplier fail to complete the delivery within the maximum time prescribed, his SD will be forfeited without prejudice to any other right the Corporation may have under the Law and Contract.

Breakdown/fault in the equipment shall be intimated through mail/letter. Date of such intimation shall be taken as date of breakdown/fault in the equipment. After having been notified of the defects /service requirement during CMC period, Supplier has to attend and complete the required Service/ Rectification within **48 Hrs. time limits**. **If the Supplier fails to complete service/rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the Supplier.**

The maximum time limit for rectifying the defect may further be extended by fourteen days (14) after the expiry of 48 hours days with aforesaid penalty. No further extension is permissible. If the Supplier fail to rectify the defect in the equipment within the maximum time prescribed above, the Corporation shall have the right to get the service /rectification done from alternate sources at the risk and cost of the Supplier besides forfeiture of SD. Supplier shall be liable to reimburse the cost of such service/rectification to the Authority.

Supplier can deposit the penalty & other charges as specified above with the Authority directly else the Authority shall have a right to recover all such penalty amount from the Security Deposit (SD). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Corporation shall have the right to get the service /rectification done from alternate sources at the risk and cost of the Supplier besides forfeiture of SD. Supplier shall be liable to reimburse the cost of such service/rectification to the Authority.

XXII. RECOVERY OF SUMS CLAIMED:

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the supplier, the Corporation shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the Security Deposit for the purpose aforesaid the Corporation shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above from any sum or sums found payable to the supplier under the same contract or any other contract with the Corporation pending finalization or any other contract with the Corporation pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or money so withheld or retained under the lien referred to above, by the Corporation, will be kept withheld or retained as such by the Corporation till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court as the case may be, and that the supplier will have no claim or interest on damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the supplier.

For the purpose of this clause where the supplier is a partnership firm, the Corporation shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner, whether in his individual capacity or otherwise.

EXPLANATION: The provisions of the above said clause will fully apply to the cases where the supplier has furnished the bank guarantee in lieu of Security Deposit, and on any of the above eventualities arising, the Corporation shall be entitled to claim from the bank the full amount of the guarantee and retain and deal it in the manner provided in the above clause.

XXIII. PAYMENTS UNDER THE CONTRACT:

Unless otherwise agreed upon between the parties, payments for delivery of the lab equipments will be made on submission of bills in accordance with the instructions given in the 'Acceptance of Tender' by NEFT/RTGS or any other mode of payment.

Payment for the lab equipments or for each consignment thereof will be made to the supplier on submission of bills to the Regional Manager, CWC, Regional Office, Chandigarh in the following manner:

1. **On Delivery, Installation & training of staff**—60 % (sixty percent) of the total value of the equipments shall be paid on the receipt, successful installation, training of staff and submission of the documents specified in the tender terms & conditions.
2. **Rest 40% (forty percent)** will be paid in 5 installments of 8% each at the end of every year for 5 years.
3. CMC charges shall be paid on quarterly basis. It should be inclusive of all the charges as no separate/extra payment shall be made by Corporation for visits, calibration and repairs. Payment will be made on production of invoice/bill along with satisfactory service certificate issued by the concerned Laboratory In-charge at the end of each quarter shall be inclusive of all the charges as no separate/extra payment shall be made by Corporation for visits and repairs.
4. No interest shall be paid for any money or balance due with the Corporation owing to a dispute or with respect to any delay on the part of the Corporation in making interim or final payment or otherwise.
5. The supplier must raise a GST compliant tax invoice to CWC to claim its charges. E-invoice shall be issued by supplier to CWC, if its turnover exceeds the prescribed limit by Govt. in this regard. An invoice without IRN shall not be accepted by CWC in such a scenario. Where the e-invoicing provisions are not applicable to the supplier, it shall provide an undertaking confirming the same. Further the supplier is required to provide all the relevant details required under the GST provisions, such as description, HSN code, tax type and tax percentage.
6. In case of any movement of any goods by the supplier, he shall ensure compliance of e-way provisions under GST law. Any liability due to non-compliance by way of confiscation/interest/penalty or in any other manner shall be borne by the supplier himself.

The payment shall be made through e-payment system for which the following details shall be provided by the suppliers immediately after commencement of the contract.

(i)	Bank Account Number
(ii)	Nature of Account [SB or Current]
(iii)	Name of Bank & Branch
(iv)	MICR Code No.
(v)	RTGs code & Bank IFSC code

Prices quoted are inclusive of all applicable taxes except GST. GST shall be paid extra at applicable rates subject to submission of tax invoice as per rules under GST Law. CWC shall deduct GST at source at applicable rates in case transactions under this contract are liable to GST deduction at source. Under GST regime, the supplier is required to correctly and timely disclose the details of output supplies to CWC as per GST rules in his GST returns. Noncompliance would result in mismatching of claims and denial of input tax credit to CWC. Notwithstanding anything contained in agreement/contract, in case of such default by the supplier the amount of input tax credit denied in GST along with interest and penalty shall be recovered from the supplier.

As regards the Income Tax, CWC shall not bear any tax liability whatsoever. Income Tax, at the Rates as applicable under the provisions of the Income Tax Act, 1961 shall be deducted at source from the Bills / Invoices of the Supplier. In case, however, the Supplier is granted exemption from the deduction of Income Tax at source or granted certificate for deduction of Income Tax at Lower Rate, he shall be required to produce such certificate issued by the Prescribed Income Tax Authority clearly stating therein that No Income Tax or Lower Income Tax, as the case may be, be deducted at Source from the Supplier against the said Contract, failing which Income Tax at Full Rate, as prescribed under the Act, shall be deducted. Such Exemption or Lower Rate Certificate shall have to be obtained by the Supplier from the prescribed Income Tax Authority and furnished to the Corporation at the commencement of every Financial Year.

XXIV. INDEMNITY:

The supplier shall at all times indemnify the corporation against all claims which may be made in respect of the lab equipments for infringement of any right protected by patent, registration of design or trade mark. Provided always that in the event of any claim in respect of alleged breach of the patent or registered designs of trade mark being made against the corporation, the corporation shall notify to the supplier the same and the supplier shall at his own expenses either settle any such disputes or conduct at his own expense any litigation that may arise there from.

XXV. INSOLVENCY AND BREACH OF CONTRACT / BLACK LISTING:

The Corporation may at any time by notice in writing summarily determine the contract without compensation to the supplier in any of the following events, that is to say

- (i) If the supplier, being an individual or if a firm, any partner thereof shall at any time be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take proceedings for composition under any insolvency act for the time being in force or made any conveyance or assignment of his effects or into any arrangements of composition with his creditor or suspend payment or if the firm be dissolved under the partnership act; or

- (ii) If the supplier being company is wound up voluntarily or by the order of a Court or a Receiver Liquidator or Manager on behalf of the Debenture holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a receiver, liquidator or manager; or
- (iii) If the supplier commits any breach of the contract not herein specifically provided and that such determination shall not prejudice any right of action or remedy, which shall otherwise be open to the corporation.
- (iv) *CWC reserves the right not to consider parties having any dispute resulting into any type of loss to the Corporation due to negligence etc. or failed to fulfill the contractual obligations during the last five years in order to protect its interest.*
- (v) **The Corporation reserves the right to black list and/or debar the vendor from future participation for a period up to three years in the tender inquiry provided that:**
- **He fails to fulfill any contractual obligations.**
 - **He gives false information and/or submits any fake document for acquiring the contract.**
 - **Any penalty imposed by the Hon'ble Court of Law and/or black-listing/debarring by any other PSU/Govt./Semi-Govt. Agency.**
 - **His overall conduct is not found satisfactory.**
 - **Any irregularity noticed at any stage.**
- (vi) **Every tenderer has to sign the Integrity Pact as per Appendix-IX while submitting the tender otherwise his tender will be rejected.**

XXVI. Setoff:

Any sum of money due and payable to the supplier (including security deposit returnable to them) under this contract may be appropriated by the Corporation and set-off against any claim of the Corporation for the payment of any sum of money arising out of or under any other contract made by the supplier with the Corporation.

XXVII. Book Examination:

The supplier shall, whenever required, produce or cause to be produced, for examination by the Regional Manager or any other officer authorized by him in this behalf, any cost or other accounts, book of accounts, vouchers, receipts, letters, memorandum or writings or any copy of or extract from any such document and also furnish information and returns, verified in such manner, as may be required relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract. The decision of Regional Manager/Tender Awarding Authority on the question of relevancy of any documents information or return shall be final and binding on the supplier. The supplier shall produce the required documents information and returns at such time and place as may be directed by Regional Manager/Tender Awarding Authority.

XXVIII. Laws governing the contracts:

The contract shall be governed by the laws of India for the time being in force.

XXIX. DISPUTES RESOLUTION

(A) Amicable Resolution:

(i) Any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in **sub-clause (ii) below**.

(ii) A Joint Committee with equal number of representative (those not directly involved in the day-to-day business operations of either party at the Facility) from CWC and M/s.....the (Name of the ABC) shall be constituted for the administration of agreement. Any disputes arising out of the implementation of the agreement shall be looked into by this Joint Committee for Resolution.

The Joint Committee comprising three authorized representatives including concerned Regional Manager of CWC and equal number of authorized representatives of M/s.....

(name of the ABC) concerned shall be authorized, after going into all pros and cons without jeopardizing the financial interest of CWC, as contained in the agreement, to amend the terms and conditions for smooth and hassle-free operation so long as the overall structure of this agreement does not change.

In the event of any Dispute between the Parties, other Party may require such Dispute to be referred to the Managing Director of CWC and the Chairman of the ABC or such persons nominated by them, for the time being for amicable settlement. Upon such reference, the said two persons shall meet not later than 7 days of the date of such request to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the said period or the Dispute is not amicably settled within 15 days of such meeting between the said two persons, either party may refer the dispute to arbitration.

(B) Arbitration:

All disputes and differences **which are not resolved by Amicable Resolution, as mentioned above**, arising out of or in any way touching or concerning this agreement whatsoever shall be referred to the sole arbitration of any person appointed by the Managing Director, Central Warehousing Corporation, New Delhi. The award of such arbitrator shall be final and binding on the parties to this contract. It is a term of this contract that in the event of such Arbitrator to whom the matter is originally referred transfer is unable to act for any reason, the Central Warehousing Corporation at the time of such inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director, Central Warehousing Corporation, New Delhi as aforesaid should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The Arbitrator shall give reasons for his award.

Provided further that any demand for arbitration in respect of any claim [s] of the **parties**, under the contract shall be in writing and made within one year of the date of termination or

completion [expiry of the period] of the contract and where this provision is not complied with the claim [s] of the suppliers shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of liabilities under the contract.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The arbitral proceedings in respect of dispute shall commence on the date on which the Arbitrator call upon the parties to file their claim and defense statement, counterclaim if any.

The work under the contract shall, if reasonable possible continue during the arbitration proceedings and no payment due or payable to the suppliers shall be withheld on account of such proceedings.

The cost of arbitration shall be borne by parties as per the decision of the arbitrator.

The arbitrator shall give separate award in respect of each dispute of difference referred to him.

Subject as aforesaid the **Arbitration & Conciliation Act 1996 as amended from time to time** shall apply to the Arbitration proceedings under this clause.

XXX. Blacklisting Clause:

The non performing / defaulting supplier may be suspended / banned for trade relation / black listed for next5 [Five] years based on the gravity of nonperformance / default of the supplier, by the **Regional Manager/Tender Awarding Authority CWC, (Address of RO)**, whose decision in the matter shall be final and binding.

XXXI. Interpretation of the Clause:

Doubts, if any, about the interpretation of any of the clauses in this tender, meaning of words, terms, specifications, operations or instructions, or as to the quality of workmanship or performance shall be referred to the Tender Accepting Authority of Corporation, whose decision in the matter shall be final. Similarly, any difficulty in implementing the contract can be resolved by referring the matter to the tender Accepting Authority, who can amend the Corporation's condition/clause of contract if required.

XXXII. Force Majeure:

Notwithstanding anything in this agreement to the contrary neither the Corporation nor the supplier shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by "force majeure" which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake and other acts of God, action of enemies or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

APPENDIX -I

1. Name of the Firm / company / Cooperative Society /Others,

2. Operation Address

3. Registered office address

4. Address of the tenderer and

5. Telephone No. _____

6. Fax No. _____

7. Email Address _____

8. Website _____

9. GST Registration No. _____

10. PAN No. _____

11. Details of Sister Concerns:

- a) Name & Address
- b) Activities engaged in by Sister Concern
- c) Names, address & Telephone Nos. of Proprietors/ Directors/ Partners of Sister Concern.

12. Tenderer's Bank Details :

- a) Bank Account No:
- b) Nature of Account (SB or current):
- c) Name of Bank & Branch:
- d) MICR Code No.:
- e) RTGS code Bank (IFSC Code) :

Place _____

Dated _____

(Capacity in which signing)

APPENDIX -II

CENTRAL WAREHOUSING CORPORATION

1.	Whether your firm or any of its partner/company had been blacklisted by CWC or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission of bid?	Yes/No
2.	Whether your or any of the partner of the partnership firm's contract was terminated before expiry in last Five years of Contract period by CWC, during the last Five years as on the last date of submission of bid?	Yes/No
3.	Whether proprietor/partner/Director (as applicable) has been convicted by any judicial court for an offence sentenced to three years rigorous imprisonment or more and has not been acquitted?	Yes/No

Note- **Strike off whichever is not applicable otherwise tenderer shall be ineligible.**

Remarks _____

4. I/We hereby solemnly declare that the Proprietor/ Partner/ Director of this Firm/ Company mentioned at Sl. Nos. is/are common/ not common (Strike off whichever is not applicable) with any other Firm/Company who has applied for pre-qualification against same advertisement. In case of common Proprietor/Partner/ Director in other firm who has also applied for pre- qualification against same advertisement, please mention the name of the Firm/Firms.

5. Declaration about relationship with Employee of CWC

I/We hereby solemnly declare that the Proprietor/one or more Partners/Directors of this firm/ company has relationship/has no relationship (Strike off whichever is not applicable) with the employee of CWC (name and designation, place of posting of employee to be mentioned).

DISQUALIFICATION CONDITIONS:

- a) **Tenderers who have been blacklisted or otherwise debarred by CWC or any department of Central or State Government or any other Public Sector Undertaking as on the last date of submission of bid will be ineligible.**

- b) Any tenderer whose contract with the CWC has been terminated before the expiry of contract period at any point of time during last Five years from the last date of the submission of the bid will be ineligible.**
- c) If the proprietor / any of the partners of the tenderer firm / any of the Director of the Tenderer company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more, such tenderer will be ineligible. However, on acquittal by the appellate court the tenderer will be eligible.**
- d) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as Director of a Company etc.) will render the tenderer disqualified.**

(Signature & Seal)

(Authorized Signatory)

Model Tender

APPENDIX -III

PARTICULARS OF EXPERIENCE

(For the last Five Financial Years)

S. No.	Name and Address of corporation	Contact Details (Email Id/Phone No.)	Description and Qty. of equipment supplied	Date of Supply	Value
Total					

In support of the above claimed experience, Certificate specifying installation and successful performance of lab equipments for a period of atleast one year, issued by the respective corporations shall be enclosed. In absence of aforesaid Certificate, an affidavit is to be submitted by the supplier stating thereby the details of installation supported by documentary evidence from the corporation i.e. copy of work order, contract/agreement etc. The experience/details will not be counted/reckoned for evaluation unless supported by sufficient documentary evidence.

Signature

(Name, Seal of the Company / Organization)

Place:

Date:

Format of Net Worth

A. The net Worth of Mr./Ms./M/s _____ for
last Financial Year _____ is Rs. _____ as per
his/her/their books of Accounts.

(Note: Net Worth means sum total of paid up share capital plus free reserves. Further any debit balance of Profit and Loss Account and Misc. Expenses to the extent not adjusted / or written off, if any, shall be reduced from Reserves and Surpluses.

Name & Signature of Chartered Accountant:

Membership No.:

Seal:

FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY

POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/ company who is issuing the Power of Attorney).

We,M/s. _____(name of the firm/ company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms. _____(Name and residential address) who is presently with us and holding the position of _____ and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work _____(name of work), including signing and submission of application/ tender / proposal, participating in the meetings, responding to queries, submission of information/ documents and generally to represent us in all the dealings with CWC or any other Government Agency or any person, in connection with the works until culmination of the process of bidding, till the Contract Agreement is entered into with CWC and thereafter till the expiry of the Contact Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall always be deemed to have been done by us.

(In case of Consortium/ Joint Venture)

Our firm is a Member/Lead Member of the Consortium of _____, and _____.

Dated this the _____ day of _____ 20

(Signature and name of authorized signatory being given Power of Attorney)

(Signature and name in block letters of Proprietor / All the partners of the firm / Authorized Signatory for the Company)(Strike out whichever is not applicable)

Seal of the Proprietorship firm / Partnership firm/Company

Witness1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

Notes:

- In case the Firm/ Company is a Member of a Consortium/ JV, the authorized signatory has to be the one employed by the Lead Member.
- The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- **Power of Attorney is to be attested by Notary.**

UNDERTAKING

(For Sole Proprietary Firm)

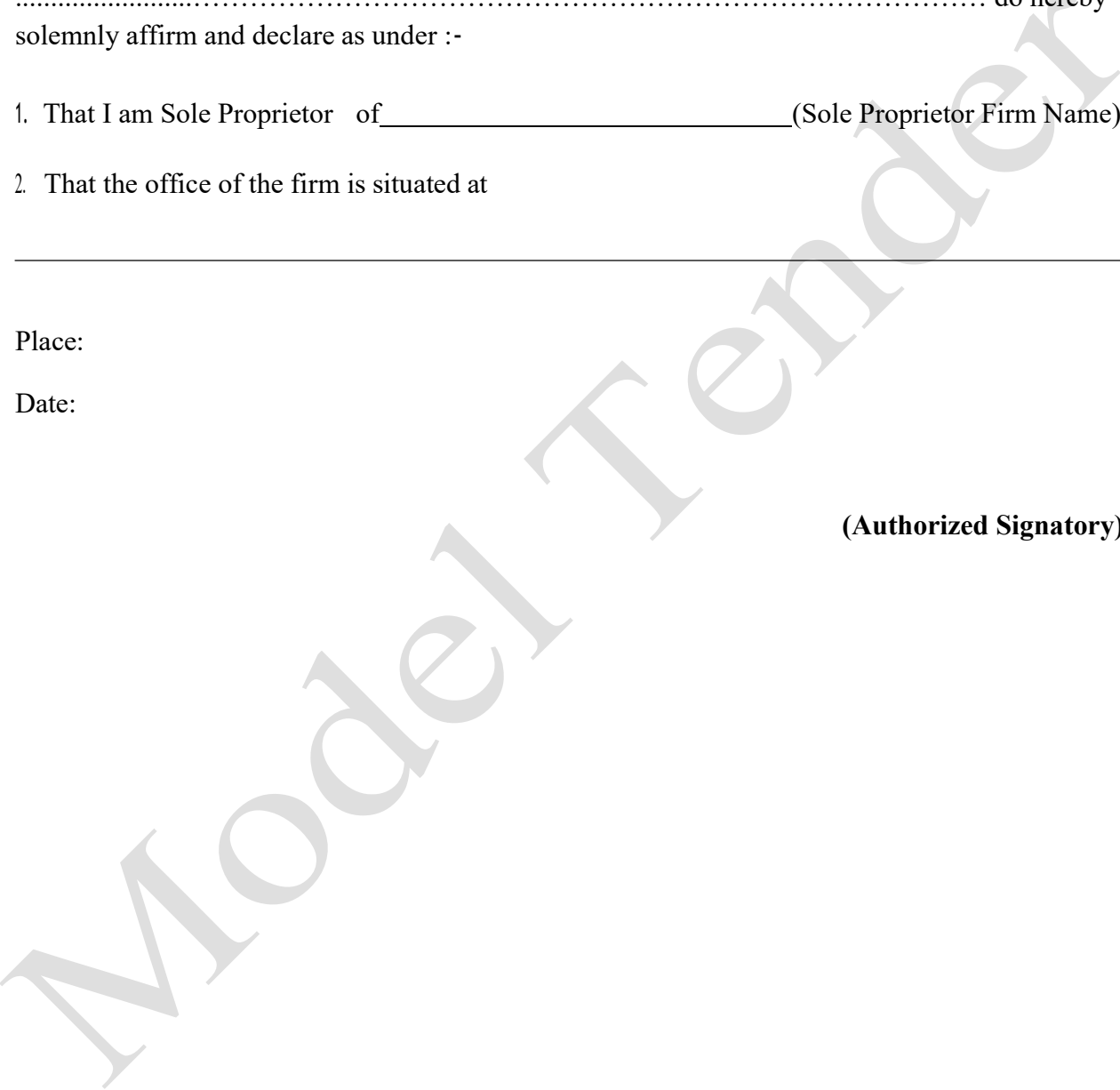
I,.....R/o.....
..... do hereby
solemnly affirm and declare as under :-

- 1. That I am Sole Proprietor of _____(Sole Proprietor Firm Name)
- 2. That the office of the firm is situated at

Place:

Date:

(Authorized Signatory)



COMPLIANCE TO BID REQUIREMENT

We hereby confirm that we have gone through and understood the Tender Documents and our bid complies with the requirements / terms and conditions of the Tender Document and subsequent addendum / corrigendum thereof (if any), issued by CWC, without any deviation / exception / comments /assumptions.

We also confirm that we have quoted the rates without any condition and deviation.

The Technical bid and price bid as required has been submitted along with the required documents and same have been uploaded under digital signatures of the authorized signatory. We undertake that the tender document shall be deemed to be our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to us.

We further confirm that we have quoted our rates in our financial bid as per the conditions of the Tender Document and for all the items.

Stamp and signature of the bidder: _____

Name of the bidder : _____

NOTE: To be stamped and digitally signed by the authorized signatory who is signing the Bid and to be submitted along with the Technical Bid.

AFFIDAVIT

(FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONGWITH THE TENDER DOCUMENTS)

(To be executed in presence of Public Notary on non- judicial stamp paper of the value of Rs. 100/-. The stamp paper has to be in the name of the tenderer.)

I _____(Name and designation)_appointed as the attorney/ authorized signatory of the tenderer (including its constituents),M/s. _____(hereinafter called the tenderer) for the purpose of Supply, Installation, Commissioning of Laboratory Equipment at Central grain analysis laboratory under Regional Office, Ahmedabad, Chandigarh, Hyderabad & at Bhubaneswar (under Regional Office Patna) as per the Tender No. _____of CWC, do hereby solemnly affirm and State on behalf of the tenderer including its constituents asunder:

1. I/ We the tenderer (s), am/ are signing this document after carefully reading the contents.
2. I/ We the tenderer (s) also accept all the conditions of the tender document and have signed all the pages in confirmation thereof.
3. I/ We hereby declare that I/We have downloaded the tender documents from CWC tender portal www.cwceprocure.com and printed the same. I/We have verified the content of the printed document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage (i.e. evaluation of tenders & execution of work) the decision of CWC with regard to such discrepancies shall be final and binding upon me/us.
4. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.
7. I/We understand that if the certificates regarding eligibility criteria, submitted by us are found to be forged/ false/fabricated or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD/SD besides suspending of business for minimum one year. Further, I/We _____[insert name of the tenderer]_____and all my/our constituents understand that my/our offer shall be summarily rejected.

8. I/ We also understand that if the certificates submitted by us are found to be false/forged/fabricated or incorrect at any time, after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/ SD /Performance Guarantee besides any other action provided in the contract.
9. I/We certify that I/We are not black listed or debarred by CWC or any department of Central or State Government or any other Public Sector Undertaking as on last date of submission of bid.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Model Tender

APPENDIX– IX**PRE CONTRACT INTEGRITY PACT**
(Under digital signature of Authorized Signatory)**General**

This pre-bid / pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of between on one hand, the Central Warehousing Corporation (A Govt. of India Undertaking), 4/1 Siri Institutional area, Hauz Khas, New Delhi 110016, acting through Regional Manager, Central Warehousing Corporation (A Govt. of India Undertaking) (hereinafter called the "CORPORATION" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ (hereinafter called BIDDER which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the CORPORATION proposes to procure supply of goods/plant/lab equipments and machinery/equipment/chemicals etc. and the SUPPLIER/SELLER is willing to offer/has offered the supply of goods/plant/machinery/equipment and chemicals etc as per the contract conditions of tender including the specifications of goods.

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership firm constituted in accordance with the relevant law in the matter and the corporation is a PSU performing its functions on behalf of the Ministry of Consumer Affairs, Food and Public Distribution, New Delhi, Govt. of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the CORPORATION to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CORPORATION will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

1. Commitments of the Corporation

The Corporation undertakes that no official of the CORPORATION, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or

through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The CORPORATION will, during the pre-supplier stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

All the officials of the CORPORATION will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CORPORATION with full and verifiable facts and the same is prima facie found to be correct by the CORPORATION, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CORPORATION and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the CORPORATION the proceedings under the contract would not be stalled.

3. Commitments of Bidders:

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CORPORATION or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the CORPORATION for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the CORPORATION.

The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the CORPORATION or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CORPORATION as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the CORPORATION, or alternatively, if any relative of an officer of the CORPORATION has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling offer.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CORPORATION.

4. Previous Transgression:

The BIDDER declares that no previous transgression occurred in the last 3(three) years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations:

Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the CORPORATION to take all or any one of the following actions, wherever required:-

To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

[ii] The Earnest Money Deposit/ The Bid Securing Declaration (Appendix-XII) shall stand effective (in pre-contract stage) and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the CORPORATION and the CORPORATION shall not be required to assign any reason therefore.

[iii] To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

[iv] To recover all sums already paid by the CORPORATION, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the CORPORATION in connection with any other contract for any other lab equipments / work such outstanding payment could also be utilized to recover the aforesaid sum and interest.

[v] To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the CORPORATION, along with interest.

[vi] To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the CORPORATION resulting from such cancellation / rescission and the CORPORATION shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

[vii] To debar the BIDDER from participating in future bidding processes of the CORPORATION for a minimum period of (5) Five years, which may be further extended at the discretion of the CORPORATION.

[viii] To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

[ix] In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the CORPORATION with the BIDDER, the same shall not be opened.

The CORPORATION will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

The decision of the CORPORATION to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

6. Independent Monitor:

The CORPORATION has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission Shri Diwan Chand Arya New Delhi.

The CORPORATION has appointed Sh. Anupam Kulshreshtha, B-3/3, Yarrows Apartments, Plot C-58/5, Sector-62, NOIDA, Uttar Pradesh – 201 309, as an Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

Both the Parties accept that the monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.

As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CORPORATION.

The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CORPORATION including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subsuppliers. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER / Subsupplier(s) with confidentiality.

The CORPORATION will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

The Monitor will submit a written report to the designated Authority of CORPORATION within 8 to 10 weeks from the date of reference or intimation to him by the CORPORATION / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7. Facilitation of Investigation:

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CORPORATION or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The Place of performance and jurisdiction is the seat of the CORPORATION.

9. Other Legal Actions:

The actions stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. Validity:

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the CORPORATION and the BIDDER / Seller, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at _____ on _____

CORPORATION

Name of the Officer

Designation

Witness

1. _____

2. _____

BIDDER

Witness

1. _____

2. _____

UNDERTAKING

We hereby confirm that we have gone through and understood the Tender Document and our bid complies with the requirements / terms and conditions of the Tender Document and subsequent addendum / corrigendum (if any), issued by CWC, without any deviation / exception / comments /assumptions.

We hereby confirm to submit an additional performance Guarantee (besides security deposit) in the form of Bank guarantee of 10% of the total contract value from SBI Bank or its Associate Bank or in any other Public Sector Banks, if selected as L-1bidder.

Stamp and signature of the bidder: _____

Name of the bidder : _____

(undertaking to be attested by Notary)

AGREEMENT

The Central Warehousing Corporation having agreed to grant the contract of or Supply, Installation, Commissioning of Laboratory Equipment at Central grain analysis laboratory under Regional Office, Ahmedabad, Chandigarh, Hyderabad & at Bhubaneswar (under Regional Office Patna) on Turn Key Basis and Comprehensive Maintenance for a Period of Five (05) Years in response to the submission of _____sealed tender by me/us on _____to the Regional Manager, Central Warehousing Corporation,_____.I / We,_____ (here enter full name and address of bidder) am/are executing this agreement on _____and hereby confirm that I/we have thoroughly examined and understood the terms and conditions of Notice Inviting Tender and the Invitation to Tender and Instructions to Tenderers bearing No._____dated _____ issued by the Regional Manager, Central Warehousing Corporation, Regional Office, _____for Supply, Installation, Commissioning of Laboratory Equipment at Central grain analysis laboratory under Regional Office, Ahmedabad, Chandigarh, Hyderabad & at Bhubaneswar (under Regional Office Patna) on Turn Key Basis and Comprehensive Maintenance for a Period of Five (05) Years and also those of general conditions of contract and its appendices and agree to abide by them. I/we am/are willingly undertaking the said work consequent on the approval of the tender given by me/us to the Regional Manager, Central Warehousing Corporation, _____at the rate mentioned in Price Bid (enclosed) which forms part of this agreement and as per terms and conditions of the tender.

I/We, assure the said Corporation that I/we will undertake the said work to the best of my/our ability at all stages, during the tenure of the contract. This agreement will remain in force for a period of Five years, with effect from _____or the date up to which the contract is extended.

The Regional Manager, Central Warehousing Corporation, Regional Office _____reserves the right to extend the period of contract for further period up to three months on the same rates, terms and conditions.

(_____)Supplier

REGIONAL MANAGER CWC,RO,

WITNESS

WITNESS

1. _____

1. _____

2. _____

2. _____

Bid Securing Declaration

No.CWC/RO-XXXX/Tech/CGAL-____/____

Dated:MM/DD/YYYY

To,

The Regional Manager
Central Warehousing Corporation
Regional Office Address.....

I/We. The undersigned, declare that;

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration. I/We accept that I/We may be disqualified from bidding for any contract with Central Warehousing Corporation for a period of next 5 (Five) years from the date of notification, if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid;or
- b) having been notified of the acceptance of our Bid by the CWC during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Security Deposit, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if, I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Stamp and signature of the bidder:_____

Name of the bidder:_____

Undertaking**(Duly filed and digitally signed by authorized signatory)****TECHNICAL SPECIFICATION OF EQUIPMENTS**

S. No.	Main Heads/ Components	Prescribed Specification
1.	LC-MSMS	A compact High resolution LC-MS/MS equipment for qualitative and quantitative estimation of food contaminants (Pesticides, Mycotoxins, antibiotics etc) residues analysis with user friendly software to meet the global food regulations like EU/USFDA/Japan/FSSAI, etc.
1.1.	Mass Stability	0.1 Da over 24 hours (please provide graphical data)
1.2.	Dynamic range	Should be 6 orders of magnitude or better
1.3.	Mass analyzer	Quadrupole Analyzer: a. The instrument should be configured with a quadrupole mass filter for the efficient transmission of ions in MS mode and selection of precursor ions for MS-MS analysis b. The Quadrupole mass range 20 – 1000 m/z or better c. The Analyzer should have more than one aspect for the efficient ion separation with maximum resolution.
1.4.	Sensitivity	a. Lower detection and highest sensitivity b. ESI positive Ion Sensitivity: The signal/noise ratio for 1pg of reserpine should be >5,00,000:1 or better, in MRM mode of reserpine. c. ESI negative Ion Sensitivity: The signal/noise ratio for 1pg of chloramphenicol should be >5,00,000:1 or better, in MRM mode of chloramphenicol.
1.5.	Scan speed	Should have the scan speed of 20,000 AMU per sec or better.
1.6.	Ionization	a. Electrospray with Concentric Gas Flow for Nebulisation to cover flow rates up to 2ml/min. b. Dedicated ESI and APCI Ionisation source with Concentric Gas Flow for Nebulisation to cover flow rates up to 2ml/min in both ionization mode. or Dual Ionisation Source with Dedicated ESI and APCI ionization probe.
1.7.	Source Interface	a. Orthogonal off-axis spray (Electrospray) or any other equally efficient technology capable of avoiding interference from solvents and other extraneous matter. b. Interface should maintain cleanliness of ion optics and capable of handling large batches of complex samples. c. Capable of handling large batches of complex sample

		matrix like Animal feeds, Fish and fishery products, poultry and poultry products, Honey, Milk and Milk products, Agriculture products (Fruits & Vegetables) etc. over a long period of time without performance degradation.
		<p>a. Cleaning of source should be done without venting the system and facility to vacuum interlock.</p> <p>b. Interface capable of ambient temperature operation and without complex apertures to maintain structural integrity of thermally labile and fragile molecules.</p>
1.8.	Integrated Fluidic Device(to minimize space and tubing)	A suitable infusion device must include to allow tuning and calibration solutions to be infused into the probe via the switching valve. The infusion device should also allow the direct analysis of the samples.
1.9.	Polarity switching time	+ve-ve polarity switching time between alternate MRM scans should be 15 msec or better with supporting documents.
1.10.	Vacuum System	<p>a. Robust high efficiency vacuum system with minimum maintenance and utility with low noise level.</p> <p>b. Vacuum read backs must be digitally monitored and controlled through software to ensure fail-safe operation in the event of power failure.</p> <p>c. All accessories required for the proper functioning of the vacuum system should be supplied.</p> <p>d. Fore line pump: Suitable scroll type pump with arrangements of AUTO- ON after Power auto age.</p> <p>e. High vacuum pump must be Turbo molecular pump: 250 L/Sec or better</p>
1.11.	Gas Control	All gases must be controlled by the software.
1.15.	Operating modes	<p>Mass spectrometer should have the following scan options:</p> <ul style="list-style-type: none"> • Full scan • Selected Ion monitoring/ recording (SIM/SIR) • Product ion scan • Precursor ion scan • Neutral loss scan • Multiple Reaction Monitoring (MRM) • MS and MS/MS in a single injection with matrix background
1.16.	Detector	<ul style="list-style-type: none"> · A high sensitivity, high throughput detector with zero dead time, low noise and high accuracy at low level detections. · An off-axis dynolite photomultiplier or a suitable Electron Multiplier detector · Detector must operate in both positive and negative ion modes preferably with simultaneous detection of positive and negative ion. · Capable of switching polarity rapidly.

		· Should have a better long life.
1.17	Nitrogen Generator	<p>a. Should be supplied with the system along with the trouble-free inbuilt compressor and appropriate capacity reservoir which should be sufficient enough to deliver the gases (purity > 99.999%) required to run the system.</p> <p>b. Should be complete with all necessary accessories with Five Years CMC with at least one Preventive maintenance along with PM kit each year including all spares, accessories and consumables, at least one Preventive maintenance along with PM kit each year and unlimited breakdown visits.</p>
1.18	Vacuum Manifold with compatible SPE Cartridges	<p>a. Minimum 10 cartridges extraction at one time.</p> <p>b. Minimum 1000 cartridges for different analytes i.e. pesticide residues, antibiotic residues etc</p>
2.	High performance Liquid Chromatography System (HPLC)	<p>List of column with Specification:</p> <p>a) C-18, 2.1x100 mmx1.7 μm with suitable Guard column</p> <p>b) C-18, 2.1x150 mm x1.7 μm with suitable Guard column</p> <p>c) C-18, 4.6 x250 mm x 5 μm with suitable Guard column</p> <p>d) C-8, 4.6x250 mm x 5 μm with suitable Guard column</p> <p>e) Phenyl-Hexyl 2.1mm x 100 x 3μm or equivalent HILIC column with Guard column</p>
		<p>The complete system and the MS should be controlled by the single software.</p> <p>PUMP: Binary pump pressure handling capability. Operating flow range should be 0.010-2.0ml/min or better with 1μl increments.</p> <p>AUTOSAMPLER: with 1 to 10 μl/min injection, minimum of 100 samples capacity. Capability to handle pressure range of 15000 psi or better.</p> <p>COLUMN OVEN: 30°C to 80°C, capability to accommodate a minimum of 1 or more columns of \geq 15 cm.</p> <p>TEMPERATURE STABILITY: \pm0.1°C Temp.</p> <p>TEMPERATURE ACCURACY: \pm0.5°C</p> <p>DAD/PDA DETECTOR: 190-700 nm, 80 Hz, Standard flow cell with flow cell of 1.0 μl or better</p>

3.	Spares and accessories	<p>a. LC-MS/MS start up kit should be supplied as standard.</p> <p>b. All required traceable standards for Mass calibration and tuning, HPLC calibration should be provided</p> <p>c. 5µl, 10µl, 20µl, 50µl, 100µl loops, Vacuum pump oil, etc. and any other material required to make the instrument functional should be provided.</p> <p>d. Standard Tool kit should be provided for Instrument maintenance.</p> <p>e. Reputed highly branded solvent filtration unit with pump and required accessories 02 Nos.</p>
4.	System Controller and Operating system	<p>a. Software must be Multitasking type. It must acquire and process the data simultaneously.</p> <p>b. Application manager must be compatible with data of full scan, SIM/SIR or MRM.</p> <p>c. Data Acquisition, Peak Integration, Calibration, Quantification and QC calculations must be fully automated.</p> <p>d. The Quantification method editor must be viewable in page view or spreadsheet.</p> <p>e. Application manager must allow to monitor the molecular ion and up to 04 (four) Confirmatory ions or better.</p> <p>Must be capable of performing the following functions and should be upgradable:</p> <ul style="list-style-type: none"> • Workstation must be able to control the MS, acquire, store, process and reproduce the data by the same computer. • Workstation must be able to control LC, Detector and auto sampler. • It must be able to regulate the gas pressure and flow during the data acquisition and append to the relevant data file. • Software must have automated calibration and Quantitative optimization. • Perform alternating positive/negative scans in one run. • Automated Quantitation and reporting of acquired samples. • Data may be processed as it is being acquired.
5.	Calibration Standards	NIST or other traceable standards for all the Pesticides, Mycotoxins, antibiotics as per FSSAI requirement with a minimum expiry period of one year.
6.	PC with Printer	<ul style="list-style-type: none"> • Minimum Intel core i5/i7 processor, 2.0Ghz or more, 19" or more LCD/TFT Monitor, 500 GB HDD, DVD Read/Write, 4 GB RAM, 4 USB Port or higher configuration for use with the above system to be provided. • Reputed Branded automatic back-to-back colour Laser-jet printer should be provided.
7.	Power Supply	The system should have UPS (minimum 10 KVA) of suitable rating with voltage regulation, spike protection and minimum 60 minutes back up for the supplied equipment.

8.	Additional items	<p>a. Suppliers should quote a start-up package for 100 samples. In addition, the suppliers should give a list of recommended consumables along with their source and budgetary prices.</p> <p>b. Operation kit comprising all required items for start-up/regular operation of instrument.</p> <p>c. Firm should also quote all essential pre- installation requirements and utility requirement for LC-MS/MS.</p> <p>d. Operation and maintenance manual for each unit in both hard copy and soft copy.</p> <p>e. Service manual with set of required tools for each system/unit.</p> <p>f. Complete methods library with MRMs of Mycotoxins, Veterinary drugs, Pesticides, antibiotics with instrument method details and SOPs, related software's and user manuals to be provided.</p> <p>g. PLEASE PROVIDE MAINTENANCE CHART FOR ALL OF THE COMPONENTS IN LC-MS/MS SYSTEM.</p>
9.	Operation and maintenance & Training Component	The supplier will have to carry out successful installation & commissioning at all 4 locations and provide on-site comprehensive training for 30 days to the scientific personnel operating the system and support services till customer satisfaction with the system and training at the supplier's lab premises, if required.
10.	IQ/OQ/PQ	The supplied equipment should meet all the IQ/OQ/PQ criteria required for NABL ISO: 17025 certification purposes.
11.	Warranty	Comprehensive on-site Warranty for 5 years starting from the date of successful commissioning of the equipment.
12.	CMC and Calibration of equipments	<ul style="list-style-type: none"> • Comprehensive Maintenance Contract (CMC) Service for 05 years should be quoted. • Annual calibration as per FSSAI/NABL requirement shall be carried out and shall be a part of the CMC. It shall also be Mandatory to perform calibration after every major repair/breakdown. • The supplier or his authorized agent should have after sales and service centre near our laboratory location where the equipment is to be supplied. • Number and details of the service engineers has to be provided, details of nearest service centre along with address and contact details. • CMC includes all desirable for smooth running of lab equipment as well as replacement of faulty parts without any cost for a period of 05 years.
13.	Pre-installation requirements	Provide all pre installation requirements
S. No.	Main Heads/Components	Prescribed Specification
1	GC-MSMS	A compact highly sensitive GC-MSMS system Suitable for the analysis of Organo-chlorine pesticides, Organo-phosphorous pesticides, Synthetic Pyrethroids, PCBs and VOCs in food products and water at <1 ppb level with user friendly software. The system should have a Triple Quadrupole geometry, capable of carrying out

		MS and MS/MS experiments.
2	Column oven	<p>The system should have</p> <p>All temperature and time functions are controlled by microprocessor-controlled and are shown on the touch-screen display.</p> <ul style="list-style-type: none"> • Temperature: Operating Range Ambient+4°C to 450°C • Cooling down rate: from 450 to 50°C in less than 5 min. • Temperature programming facility. • Ramps: minimum 15 ramps with 16 plateaus or more • Maximum inlet temperature ramp rate: 120°C /minute or better • Should have oven power safety (power off when door is open)
3	Column	<ul style="list-style-type: none"> • Dimensions: 30m x 0.250mm x 0.25µm • HP-5MS or equivalent (2 Nos.) • DB1301 or equivalent (1 No.)
4	Inlet	<p>The system should have</p> <p>a. Split/Split less Injector</p> <ul style="list-style-type: none"> • Temperature setting should be 5°C above ambient up to 400 °C or better. • Split ratio setting range: up to 7500 or more • Pressure setting range 0 to 140 psi or more
5	Auto Sampler	<p>The system should have</p> <ul style="list-style-type: none"> • Auto injector/ sampler for Liquid injector (minimum 100 vials) • Capable of handling large volume injection with syringe size from 0.5 to 200 µl. • Completely programmable from software.
6	MS/MS System	<p>The system should have</p> <ul style="list-style-type: none"> • Mass range: Quadrupole 10 to 1000 amu or better. • Mass resolution: minimum 0.7 (width at half height). • Mass axis stability: ±0.1 amu over 24 hours or more • Linear Dynamic range: minimum 6th order of magnitude. • Scan rate (electronic): 20000 amu/sec or better • Ionization modes: EI (Electron ionization) modes Ion source should have heating capacity of 350°C or more. • Collision cell gas pressure must be electronically/Software controllable. • Collision energy must be variable. • Scan Modes: <ul style="list-style-type: none"> i. Should be able to do Scan, SIM, MRM/SRM, Parent ion scan, Product ion Scan, and Neutral loss scan-time segment based. ii. Simultaneous Full Scan-SIM or Full Scan/MRM or SRM whenever required. iii. SRM/MRM Speed: minimum of 800 MRM/sec iv. Minimum MRM dwell time of 0.5 milliseconds or better.
		<ul style="list-style-type: none"> • Installation checkout sensitivity must be better than— • Instrument detection limit: 4fg or less Octa-fluoro-naphthalene (OFN) • EI Scan sensitivity: 1 pg/µl Octafluoronaphthalene (OFN) should give S/N 1500:1 or better in scan mode • EI MRM Sensitivity: 100fg/µL Octafluoronaphthalene (OFN)

		<p>should produce the following minimum signal-to-noise for the transition from m/z 272 to m/z 222: 16,500:1 or better on 30 meter column.</p> <ul style="list-style-type: none"> • Turbo molecular pump: 250 L/s or better Air cooled turbo molecular pumps, Rotary vane fore-Line pumps supporting the turbo-molecular vacuum pump • Noise reduction cover for fore line pump. • Software controlled auto-tune or manual- tune to enable quick start-up for quantitative analysis. • Independently heated GC/MS interface. • The instrument supplier has to demonstrate that the machine is suitable for the analysis of Organo-chlorine pesticides, Organo-phosphorous pesticides, Synthetic Pyrethroids, PCBs and VOCs in Fish, vegetables and water at <1 ppb level.
7	System Controller and Operating system	<p>Should have capability to run the mass spectrometer in all the modes specified in Scan mode.</p> <ul style="list-style-type: none"> • Data acquisition, integration, calibration, quantification and QC calculations must be automated • Manual and Auto tune options should be provided. • Automatic MRM/SRM method Development • Library searching facility with LicensedNIST2020 Library (in CD/ROM Format). • Pesticides MRM Data base for minimum1000 transition or more <p>Quantitative analysis- Qualitative analysis Features</p> <ul style="list-style-type: none"> • Imports information directly from the acquisition method • Provides a curve-fit assistant to test all fits and statistics on curve quality • Integrates with an automated, parameter- free integrator that uses a novel algorithm, optimized for triple Quadrapole data • For fast method development, this software is used to quickly review the qualitative aspects of the data, such as the optimum precursor to product ion transitions. • Qualitative Analysis program to present large amounts of data for review in one central location. • Extract chromatograms • View and extract peak spectra, subtract background, Integrate the chromatogram, Find compounds
8	PCwith Printer	<p>MinimumIntelcorei7processor,2.0Ghz ormore,22"ormore LCD/TFT Monitor, 1 TB HDD, DVD Read/Write,4 GB RAM,4 USB Port, Windows 10, MS Excel.Reputed Branded colour Laser jet printer should be provided</p>
9	StartupKit	<p>Installation kit must be included.</p> <p>Required gas cylinders (with requisite certificate) for Helium and Argon or Equivalent (2 each) should be provided with accessories like Gas regulators and gas purification system etc.,</p> <p>Required Gas regulators and gas purification systems should be provided, installed and commissioned for all the gases used in the instrument including gas tubing, manifold</p>
10	Accessories and Consumables	<p>a) Injection Port Septa – 200 Nos.</p> <p>b) Glass Insert for Split & Split less (10 Nos. Each)</p>

		<p>c) Vespel Ferrule 0.4 mm – 20 Nos. d) Vespel Ferrule 0.5 mm & 0.7 mm – 10 Nos. Each e) Graphite Ferrule 0.5 mm – 10 Nos. f) Graphite Ferrule 0.8 mm – 10 Nos. g) Manual Syringes - 10 uL (5 Nos.) h) Liquid Auto-sampler Syringes – 5 Nos. i) Auto-sampler Vial & Septa - 500 Nos. j) Filaments – 4 Nos., Glass Wool – 1 No. k) Column Cutter – 1 Nos., l) O-Ring – 20 Nos. m) Column Nut – 20 Nos., n) Pump Oil – 5 Liters</p>
11	Power Supply	The system should have UPS (minimum 10KVA) of suitable rating with voltage regulation, spike protection and minimum 60 minutes back up for the supplied equipment.
12	Additional items	<ul style="list-style-type: none"> • Operation kit comprising all required items for start up/regular operation of instrument. • Firm should also quote all essential pre-installation requirements and utility requirement for GC-MS/MS. • Operation and maintenance manual for each unit in both hard copy and soft copy. • Service manual with set of required tools for each system/unit. • Methods library for all food matrixes, related software's and user manuals to be provided.
14	Operation and maintenance & Training Component	The supplier will have to carry out successful installation & commissioning at all 4 locations and provide on-site comprehensive training for 30 days to the scientific personnel operating the system and support services till customer satisfaction with the system and training at the supplier's lab premises, if required.
15	IQ/OQ	The supplied equipment should meet all the IQ/OQ/PQ criteria required for NABL ISO:17025 certification purposes.
16	Warranty	Comprehensive on-site Warranty for 5 years starting from the date of successful commissioning of the equipment.
17.	CMC and Calibration of equipments	<ul style="list-style-type: none"> • Comprehensive Maintenance Contract (CMC) Service for 05 years should be quoted. • Annual calibration as per FSSAI/NABL requirement shall be carried out and shall be a part of the CMC. It shall also be Mandatory to perform calibration after every major repair/breakdown. • The supplier or his authorized agent should have after sales and service centre near our laboratory location where the equipment is to be supplied. • Number and details of the service engineers has to be provided, details of nearest service centre along with address and contact details. • CMC includes all desirable for smooth running of lab equipment as well as replacement of faulty parts without any cost for a period of 05 years
18.	Pre-installation requirements	Provide all pre installation requirements

Sr. No.	Inductive Coupled Plasma Spectrophotometer (ICP-OES) System	The ICP spectrometer system should be a bench top model with compact size, able to determine trace and measure elements in diverse kind of food. System should be able to determine, major, minor and trace elements in single run measurement. Spectrometer: Fully PC controlled ICP-OES with following specifications. Complete system should have extensive safety & service diagnostic facility.
		Prescribed Specification
1.	Spectrometer	<ul style="list-style-type: none"> ➤ The instrument must be DUAL VIEW (Radial and Axial) ICP-OES system with capability to perform analysis in both Axial and Radial modes in a single method to avoid re-run of the samples due to unknown limit of concentration range of the elements. ➤ The instrument must be equipped with double monochromators for the best accuracy and precision with Fast Start up time and Low gas consumption.
2.	Sample Introduction system	ICP system should have integrated Sample Introduction system with minimum four channels peristaltic pump with variable speed.
3.	TDS capability	System should come with required accessories to address high TDS samples up to 3%.
4.	Gas flow control	System should be equipped with MFC/Electronic flow controllers for precise control of continually variable gas flow rate for: <ul style="list-style-type: none"> • Plasma gas Flow • Auxillary gas Flow • Nebulizer gas Flow
5.	Detector and wavelength range	<ul style="list-style-type: none"> ➤ Instrument should be equipped with Charge Coupled device (CCD) Detector/Charge injection Device (CID). ➤ The actual resolution (not the pixel resolution) of the system must be less than 0.009 nm at 200 nm. ➤ The spectrophotometer must cover full spectral range from 165-840 nm or better.
6.	Plasma View	<ul style="list-style-type: none"> ➤ The system should include complete dual viewing optics under computer and software control. ➤ Any wavelength needed can be used in radial, axial, mixed viewing modes or synchronous dual view in a single run.
7.	RF generator	➤ Free running solid state RF generator must run at frequency of 27.12 MHz or 40 MHz with suitable power wattage adjustable from 1000 to 1500 watts in 1 watt increment.
8.	Back Ground correction and Spectral interference	<ul style="list-style-type: none"> ➤ System should have the facility of online/Simultaneous background correction. ➤ The system must be able to read and apply manual or automatic spectral interferences correction in addition to background correction.
9.	Start-up and Gas consumption	<ul style="list-style-type: none"> ➤ System should have the total Argon gas consumption < 20 l/min. (Complete Argon consumption including Plasma, Auxiliary, Nebulizer, purging gas flows) ➤ System should be capable to use Nitrogen as a purge gas to minimize the operation cost. ➤ System should have the least warm up time.

		<ul style="list-style-type: none"> ➤ System should have the maintenance free provision to remove the tail plume of plasma.
10.	Hydride Generator	Hydride generator kit should be included for hydride forming elements like As, Hg, Se. in main item.
11.	Accessories	<ul style="list-style-type: none"> ➤ Vendor should supply suitable Chiller re-circulator of appropriate capacity along with the system. ➤ Operation and maintenance manual should be provided in both hard and soft copies. ➤ Other accessories like air compressor, Argon cylinders (qty 4 Nos), nitrogen cylinders (qty 02 Nos) having suitable dual stage regulator and purification panels should also be included. ➤ Suitable Fume exhaust system should be quoted. ➤ System should come with all required accessories for operation of minimum three years ➤ The following additional spares should be supplied along with the system: <ul style="list-style-type: none"> (a) Torch kits- 2 nos; (b) Alumina Injector- 2 Nos (c) Quartz Injector – 1 nos (d) Sapphire injectors- 1 Nos (e) Spare nebulizer/spray chamber – 1nos; (f) Sample introduction kit. 1-nos (g) Auto Sampler Tubings – 24 nos (h) Cones for Tail Pluming: 3 nos – If not covered under warranty ➤ Aqueous single element standards for Mn, Fe, Cu, Si, Pd, Pt, Ca, Au, Rh, Ru, Ti, Ta, Ni, Zn, Al, should be included.
12.	Others	<ul style="list-style-type: none"> ➤ Pre installation requirements- Complete technical details of pre installation requirement should be furnished along with the technical bid. Our institute will only provide the installation room, required electrical outlet and water connections. Vendors are expected to supply all other accessories for installation and smooth operation of the equipment. ➤ Suitable tool kit, spares and consumables kit is to be included in the order and the items supplied should be mentioned.
13.	Optional Items:	<ol style="list-style-type: none"> 1. Auto-sampler: Suitable auto-sampler with vial capacity of 250 vials or more. 2. UPS of 15KVA with 30 min. backup should be quoted.
14	Operation and maintenance & Training Component	The supplier will have to carry out successful installation & commissioning at all 4 locations and provide on-site comprehensive training for 30 days to the scientific personnel operating the system and support services till customer satisfaction with the system and training at the supplier's lab premises, if required..
15.	IQ/OQ	The supplied equipment should meet all the IQ/OQ/PQ criteria required for NABL ISO:17025 certification purposes.
16.	Warranty	Comprehensive on-site Warranty for 5 years starting from the date of successful commissioning of the equipment.
17.	CMC and Calibration of equipments	<ul style="list-style-type: none"> • Comprehensive Maintenance Contract (CMC) Service for 05 years should be quoted. • Annual calibration as per FSSAI/NABL requirement shall be

carried out and shall be a part of the CMC. It shall also be Mandatory to perform calibration after every major repair/breakdown.

- The supplier or his authorized agent should have after sales and service centre near our laboratory location where the equipment is to be supplied.
- Number and details of the service engineers has to be provided, details of nearest service centre along with address and contact details.
- CMC includes all desirable for smooth running of lab equipment as well as replacement of faulty parts without any cost for a period of 05 years

Note: All the above mentioned equipments are required to carry out analysis of food samples of different categories for chemical analysis & pesticide residues. The supplied equipment should meet all the IQ/OQ/PQ criteria required under ISO:17025 certification purposes/ FSSAI requirement for NABL.

We agree to the terms & conditions and all its appendixes specified in the tender enquiry No. _____ and material will be supplied strictly in accordance to the terms and conditions and specifications mentioned in the tender documents.

Stamp and signature of the bidder: _____

Name _____

Place _____

APPENDIX- XIV

Proforma of Bank Guarantee to be furnished along with Security Deposit as performance Guarantee

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

This Deed of Guarantee made this ___ day of between (Name of Bank) having its registered office at ___ (place) and one of its local offices at (hereinafter referred to as the Surety), in favour of Central Warehousing Corporation, a Statutory Corporation established under the Central Warehousing Corporation Act, 1962 having its Corporate Office at 4/1 Sri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi 110016 (hereinafter referred to as CWC).

WHEREAS M/s _____ (hereinafter referred to as "Tenderer") having its registered office at _____ is bound to furnish performance Guarantee in the form of Bank Guarantee with CWC in connection with the award of a Tender for Supply, Installation, Commissioning of Laboratory Equipment at Central grain analysis laboratory under Regional Office, Ahmedabad, Chandigarh, Hyderabad & at Bhubaneswar (under Regional Office Patna) on Turn Key Basis and Comprehensive Maintenance for a Period of Five (05) Years.

WHEREAS the Tenderer as per clause no. _____ Of terms and conditions of the tender No. _____ dated _____ has agreed to furnish performance Guarantee by way of Bank Guarantee for Rs. _____ for due performance of all obligations under the contract within fifteen working days from the date of acceptance of tender.

NOW THIS WITNESSETH :

1. That the Surety in consideration of the above tender made by the Tenderer to CWC hereby undertake to pay on demand by the CWC and without demur, and without notice to the Tenderer, the said amount of Rs. _____ (Rupees _____).
2. This Guarantee shall not be affected/discharged by any infirmity or irregularity on the part of the Tenderer and by dissolution or any change in the constitution of CWC, Tenderer or the Surety.
3. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of CWC in writing.
4. Notwithstanding anything contained in the foregoing, the Surety's liability under this Guarantee is restricted to Rs. _____ (Rupees).
5. This Guarantee shall remain in force and effective upto and shall expire and become ineffective only on written intimation given to the Surety by CWC for this purpose and in that case this Guarantee shall stand discharged.

6. The Surety will make the payment pursuant to the Demand issued by CWC notwithstanding any dispute or disputes raised by the Tenderer against CWC, Bank or any other person(s) in any suit or proceeding pending before any Court or Tribunal as the Surety's liability under this guarantee is absolute and unequivocal.
7. Any forbearance, act or omission on the part of CWC in enforcing any of the conditions of the said Tender or showing any indulgence by CWC to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this Guarantee shall be discharged only on the written intimation thereof being given to the Surety by CWC.
8. Notwithstanding anything contained hereinabove, unless a demand or claim under this Guarantee is made on the Surety in writing on or before the Surety shall be discharged from all liabilities under Guarantee thereafter.
9. The Surety has the power to issue this Guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the bank.
10. Cover message for this BG has been sent to CWC bankers i. e. ICICI Bank, 9Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007)through SFMS.

SIGNED AND DELIVERED

on behalf of above named Bank

For and on behalf of For and

(Banker's Name and Seal)

Price / Financial Bid					
Particulars		A	B	A+B	A+B
Name of equipment	Quantity	Quoted Rate for Equipments [Inclusive of all the taxes and charges including installation, commissioning, custom clearance, inland transportation, Insurance, etc. (F.O.R.) [Excluding GST]	Quoted rate for CMC for 5 Years [Excluding GST] for all 4 locations	Grand Total (Rate in Figures)	Grand Total (Rate in Words)
Liquid Chromatography Mass Spectrometry (LC MSMS)	04				
High performance Liquid Chromatography (HPLC)	04				
Gas Chromatography Mass Spectrometry (GC MSMS)	04				
Inductive Coupled Plasma Spectrophotometer (ICP-OES) System	04				

- 1.F.O.R. destination at central grain analysis laboratory under Regional Office, Ahmedabad, Chandigarh, Hyderabad & at Bhubaneswar (under Regional Office Patna) covered adequately by Insurance and must be inclusive of all applicable taxes and charges **except GST**. The Insurance should be in favour of Central Warehousing Corporation.
- 2.GST shall be paid at applicable rates subject to submission of tax invoice as per rules under GST.
- 3.The price quoted shall remain firm throughout the period of contract i.e. it shall remain constant notwithstanding any changes to the tax structure, input costs etc.
- 4.The price bid is not splittable, so the bidder has to quote for all the equipments including CMC charges.**
- 5.The Contract will be awarded to the successful bidder (L-1) by issue of Acceptance letter by post/fax/e-mail which shall be binding on the bidder.

I/We have carefully gone through the Tender terms & conditions and agree to abide by them and have quoted the rate(s) above in pursuant thereto. I/We agree to the terms & conditions specified in the tender enquiry No. . CWC/RO-XXXX/Tech/CGAL- / dated___and its Appendixes. It is also certified that the price quoted is reasonable and not higher than the price usually charged for lab equipments of the same nature to the other corporations.

(SIGNATURE OF THE TENDERER)
NAME, ADDRESS WITH SEAL

Dated : _____