# Tender Document ITEM RATE TENDER

Tender No.: IPRO/FST/2024/29 Dated: 06/03/2024

# **Tender Document (Second Call)**

e-Tender

for

SupplyofEquipment –Item No. 02
High Performance Liquid Chromatograph (HPLC)
With UV-Vis Detector

for
Strengthening of Insecticide Quality Control Testing Laboratory
under
RKVY, Govt. of MP



College of Agriculture, Jabalpur Jawaharlal Nehru Krishi VishwaVidyalaya Jabalpur 482004 (M.P.)

# **Table of Contents**

1.a.	Tender notice	3
b.	Important Information about MP e-Tender Portal	3
c.	<b>Procedure for on-line submission of Tender Document</b>	4
d.	Details of OEM/Bidder	5
2.	<b>Tender Schedule - Important Dates</b>	6
3.	Introduction	7
4.	Details of the Item – Equipment/machine	8
5.	EMD Requirement	8
6.	Terms & Conditions	9
7.	<b>Specific Conditions of the Tender – Technical</b>	10
8.	Warranty	11
9.	Performance Guarantee	11
11.	Tendering format	12
12.	Opening of the tender (Technical Bid)	12
13.	<b>Evaluation of the tender (Technical Bid)</b>	12
14.	<b>Evaluation of financial bids</b>	13
15.	<b>Purchase Order and Terms of Payment</b>	13
16.	Period of Validity	13
17.	Training	15
18.	Applicable Law and Legal Jurisdiction	15
19.	Force Majeure	15
20.	Arbitration	15
	Annexures 1 – 11	16-35

#### 1.a. Tender Notice

Dean, College of Agriculture, JNKVV, Jabalpur (MP) is inviting bids through MP e-tender Portal under the single stage: on-line two bid system (separate technical and financial bids) from eligible OEM/bidders for the supply of

Equipment/machine: High Performance Liquid Chromatograph (HPLC)

Item No.: 02

Name of Project: RKVY

#### (Advertisement for Newspaper Publication)



#### JAWAHARLAL NEHRU KRISHI VISHWA VIDYALAYA JABALPUR – 482 004 (M.P.)

#### E-Tender

Tender No.: IPRO/FST/2024/29 Dated: 06/03/2024

E-tender are invited for the supply of various equipments required for (1) Strengthening of Insecticide Quality Control Testing Laboratory (2) Establishment of Minor Millet Processing, Product Development Centre, RKVY Projects respectively from manufacturers/authorized dealers/distributors/importers, *etc.* For details, visit <a href="www.jnkvv.org">www.jnkvv.org</a> and <a href="https://mptendrs.gov.in/nicgep/app">https://mptendrs.gov.in/nicgep/app</a>.

Dean, College of Agriculture JNKVV, Jabalpur

#### 1. b. Important Information about MP e-Tender Portal

Mail ID: eproc helpdesk@mpsdc.gov.in

Support timings: Monday to Friday from 10:00 AM to 5:00 PM MPSEDC help line No. 08517936082, 07566660425, 08989685065

Please visit https://mptenders.gov.in/nicgep/app and www.jnkvv.org.for tender document, any updates or corrigendum as they will not published in News papers. Bidders are advised to visit the above websites prior to submission of tender.

#### **Registration Process:**

For participating in the above e-tender, the bidders shall have to get themselves registered with **https://mptenders.gov.in/nicgep/app** and get user ID & password. Class 3 Digital Signature certificate (DSC) is mandatory to participate in the e-tendering process. For any clarification/difficulty regarding e-tendering Process flow, please contact NIC Helpline Numbers: 0120-4001002, 0120-4200462, 0120-4001005, 0120-62777877.

- a. Interested bidders can purchase the tender documents online from website: https://mptenders.gov.in/nicgep/app.
- b. All the payments (Tender Fee, Processing Fee and EMD) should be made on-line failing which the tender will be rejected.

#### 1. c. Procedure for on-line Submission of Tender Document

The following procedure will be adopted for e-tender process.

#### **DEPOSITING THE BIDS:**

The technical and financial bids should be submitted through on-line mode on **https://mptendrs.gov.in/nicgep/app**. However, the technical bid documents would also be required to be submitted physically at office address. Details are as follows:

#### (A) On-line Submission

#### STEP - I

# Technical Bid Documents to be submitted (in PDF format only) on-line at https://mptendrs.gov.in/nicgep/app

- 1. Covering letter of the participating OEM/bidder
- 2. Receipt of Tender Fee paid on-line
- 3. Receipt of EMD paid on-line or exemption proof, if exemption requested
- 4. Income Tax Return of latest 3 (three) financial years.
- 5. Chartered Accountant audited balance sheet for the latest 3 (three) years having minimum financial turnover of Rs. 5 crores in a financial year in the relevant business.
- 6. Minimum experience of last 3 (three) years in the relevant field (supply and service support of quoted/similar/comparable instrument).
- 7. PAN No. of the firm with supporting document
- 8. GST No. of the firm with supporting document
- 9. Firms/Business Registration documents/Copy of valid Registration Certificate under State/Central/Commercial Sales Act.
- 10. Copy of ISO/CE/WHO/GMP/CF/ISI etc. Certificate with validity period.
- 11. Documents in support by bidders registered as MSEs or Start-ups in Madhya Pradesh region, if any.
- 12. Original Technical literature/brochure in support of Item Specifications
- 13. **Annexure-3:** Supplement/Check-List of submitted documents to be provided with Technical Bid
- 14. **Annexure-4:** Compliance/Non-Compliance Statement in support of required Item Specifications
- 15. **Annexure-5:** Original Equipment Manufacturer (OEM) Certificate (to be submitted by manufacturer (OEM) on letter head)
- 16. **Annexure-6:** Manufacturer's Authorization Form by OEM (on OEM letter head and to be submitted by authorized dealership/distributorship/importers/etc.)
- 17. **Annexure-7:** OEM Support & Commitment through Bidder/Bidder (on the Letter head of the OEM)
- 18. **Annexure-8:** Tender Terms & Conditions Acceptance Letter (to be given by all participated bidders on firm's letter head)
- 19. **Annexure-9:** Undertaking regarding Not Blacklisted/ Non–Debarment (to be submitted by all bidders on notarized agreement on non-judicial stamp paper of Rs. 500/)
- 20. **Annexure-10:** Client/User's List (to be submitted by all bidders on firm's letter head)
- 21. Any other item which bidder would like to include in support.

#### STEP - II

#### Financial Bid to be submitted on-line at - https://mptendrs.gov.in/nicgep/app

The financial bid shall be submitted in the enclosed format (Annexure-2) only online through MP e-tender website. No financial information should be submitted at any time in-print mode during

the tender process. Any such instance occurring will make the rejection of bid.

#### Physical submission of all uploaded original Documents at Office address:

#### **STEP-III:**

All the documents listed above in **STEP-I** (all 20+1 original documents - sealed and signed on each page) to be submitted physically in the **Technical Bid Envelope** – "A" (separate for each item) at the address given below before last date as given below.

The Dean,
College of Agriculture, Jabalpur
(Attention: Head of Department)
Department of Food Science & Technology
College of Agriculture, Jabalpur
JNKVV, Jabalpur (MP) 482004

#### **Contact details:**

Professor & Head,

Department of Food Science & Technology

College of Agriculture, Jabalpur

JNKVV, Jabalpur (MP) 482004

Mob.:8989731980; E-mail: ssshukla@jnkvv.org

#### 1. d. Details of OEM/Bidder

1.	Name & full address of the	:	
	OEM/Bidder		
2.	a) Telephone No.	:	
	b) Mobile No.	:	
	c) E-mail	:	
	d) Web address, if any	:	
5.	PAN No.	:	
6.	GSTIN No.	:	
7.	Bank Account Details		
	Name of Account holder		
	Bank Name	:	
	Bank Branch	:	
	Account Number	:	
	IFSC	:	

Date: Signature and Seal of Bidder

# 2. Tender Schedule

# **Important Dates**

Sl.	Dean's Stage	Bidder's	Sta	rt	Last		
No.		Stage	Date	Time	Date	Time	
1		Purchase of Tender document	06/03/2024	6.00 PM	18/03/2024	6.00 PM	
2		Pre bid Meeting /Presentation (Meeting					
3		Uploading of revised tender document (if required after pre-bid meeting)					
4		Bid Submission – Online	06/03/2024	6.05 PM	18/03/2024	06.00 PM	
5	Submission of Documents to Office of Dean, College of Agriculture, Jabalpur				20/03/2023	12.00 PM	
6	Technical Bid Open				20/03/2024	03.00 PM	
7	Financial Bid Open			Will be ann	ounced later	1	

#### 3. Introduction – About the JNKVV

In Madhya Pradesh, Jawaharlal Nehru Krishi VishwaVidyalaya, Jabalpur, a State Agricultural University (SAU), is conducting education, research and extension activities for enhancing productivity, profitability and sustainability of agricultural production system and quality of rural livelihood. Since its inception, the University has contributed significantly and committed to render services to combat the upcoming challenges of the rural sector.

Under an Act of Madhya Pradesh Legislature passed in 1963, the University, Jawaharlal Nehru Krishi VishwaVidyalaya (JNKVV) was established by transferring the then existing six Government Colleges of Agriculture and two Veterinary Sciences & Animal Husbandry and 26 Research Stations, on the pattern of Land grant College of USA to narrowdown the gap between experts and farmers. With an integrated mandate of Teaching, Research and Extension the JNKVV was inaugurated by the then Minister of Information & Broadcasting, Government of India on October 2nd, 1964.

With the advent of time, the JNKVV had partitioned in 1987 with the formation of Indira Gandhi KrishiVishwaVidyalaya at Raipur (Chhattisgarh), second in 2008, establishing RajmataVijayarajeScindiaKrishiVishwaVidyalaya at Gwalior and the third partition was experienced in 2009 with the formation of NanajiDeshmukh Veterinary Science University at Jabalpur.

#### **Outreach and Present Status**

The University is serving 26 districts of Madhya Pradesh through 8 Colleges of Agriculture (Jabalpur, Rewa, Tikamgarh, Ganjbasoda, Waraseoni, Powarkheda, Khurai and Panna); one College of Agricultural Engineering (Jabalpur); 2 Colleges of Horticulture (Rehli and Chhindwara); 4 Zonal Agricultural Research Stations (Jabalpur, Powarkheda, Tikamgarh and Chhindwara), 4 Regional Agricultural Research Stations (Rewa, Sagar, Dindori and Waraseoni), 4 Agricultural Research Stations (Naugaon, Garahakota, Sousar and Tendini) and 22 KrishiVigyanKendras spread over seven agro-climatic Zones.

#### 4. Details of the Item –Equipment/machine

Tender No.: IPRO/FST/2024/29 Dated: 06/03/2024

Name of Equipment	Qty.	Scope of work/ Specifications	Tender fees (on-line submission)	EMD (on-line submission)	
Item No. 02		Supply, Installation,	Rs. 1,000/-	Rs.	
<b>High Performance</b>		Commissioning and	(Rupees One	2,50,000/=	
Liquid	04	Training at installation	Thousand	(Rupees Two	
Chromatograph		location	only)	Lakh Fifty	
(HPLC)				Thousand	
With UV-Vis		(Specifications given in		only)	
Detector		Annexure-1)			

#### **Installation Location**

S. No.	Name of Lab	F.O.R. / Location Address*
1	Insecticide Quality Control Testing Laboratory	Bhopal, Madhya Pradesh
2	Insecticide Quality Control Testing Laboratory	Gwalior, Madhya Pradesh
3	Insecticide Quality Control Testing Laboratory	Indore, Madhya Pradesh
4	Insecticide Quality Control Testing Laboratory	Narmdapuram, Madhya Pradesh

<sup>\*</sup> Final FOR location will be informed though supply order

#### 5. EMD Requirements

#### **Earnest Money Deposit (EMD) (to be submitted online):**

EMD of Rs. 2,50,000/= (RupeesTwo Lakh Fifty Thousand only) to be submitted on-line on MP e-tender portal. Receipt generated on-line should be submitted (online and offline). Bank Guarantee will not be accepted towards EMD.

- a. Exemption terms: Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) and Start-ups registered in Madhya Pradesh with the National Small Industries Corporation (NSIC), MSEs can be exempted for submission of EMD only if they submit valid Permanent Enlistment Certificate for EMD exemption fromNSIC, MSE for the quoted/similar/comparative item and type of business only as per MP Stores & Purchase Rules 2015 (as amended, 2022).
- b. The technical bid without EMD will be rejected unless specifically exempted by the competent authority from payment of EMD for which reasons and proof have to be enclosed.
- c. EMD of the bidderswho are not qualified during the technical evaluation, will be refunded without any interest on-line by the MP e-tender portal within 15 days from the date of technical evaluation.
- d. After financial evaluation, EMD of L1 bidder will be retained with Purchaser, whereas EMD of remaining bidders will berefunded without any interest on-line by the MP e-tender portal

within 15 days from the date of financial evaluation.

- e. The refund will be credited in account online by MP e-tender portal from where payment of EMD was made by the bidder. It will not be refunded in any other account as demanded by bidder or by any other mode.
- f. EMD amount of the L1 bidder will be refunded without any interest by the University within 30 days after acceptance of purchase order and submission of the Performance Guarantee.
- g. EMD will be forfeited if the vendor withdraws or amends its tender or derogates from the tender in any respect within the period of 30 days. The documents uploaded and attached by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

#### 6. Terms & Conditions:

#### **Submission of Important Documents:**

- 1. Covering letter of the participating OEM/bidder
- 2. Receipt of Tender Fee paid on-line
- 3. Receipt of EMD paid on-line or exemption proof, if exemption requested
- 4. Income Tax Return of latest 3 (three) financial years.
- 5. The bidder shall be having minimum financial turnover of Rs. 5 crores in a financial year in the relevant business, during the last three years. The bidder shall submit Chartered Accountant audited balance sheet for the last 3 years. MSEs and Start-ups registered in Madhya Pradesh will be given relaxation as per MP Stores & Purchase Rules 2015 (as amended, 2022).
- 6. PAN No. of the firm with supporting document
- 7. GST No. of the firm with supporting document
- 8. Firms/Business Registration documents/Copy of valid Registration Certificate under State/Central/Commercial Sales Act.
- 9. Copy of ISO/CE/WHO/GMP/CF/ISI *etc*. Certificate with validity period.
- 10. Documents in support by bidders registered as MSEs or Start-ups in Madhya Pradesh region, if any.

#### 11. Original technical literature/brochure in support of Item Specifications.

Each tender document, unless un-amendable printed matter such as brochures of the instrument, should be clearly marked with headings and should have a short note explaining against which tender requirement the document is being submitted. All documents uploaded/submitted should be in English language.

- 12. **Annexure-3:** Supplement/Check-List of submitted documents to be provided with Technical Bid
- 13. **Annexure-4:** Compliance/Non-Compliance Statement in support of required Item Specifications
- 14. **Annexure-5:** Original Equipment Manufacturer (OEM) Certificate (to be submitted by manufacturer (OEM) on letter head)

- 15. **Annexure-6:** Manufacturer's Authorization Form by OEM (on OEM letter head and to be submitted by authorized dealers/distributors/importers/etc.)
- 16. **Annexure-7:** OEM Support & Commitment through Bidder/Bidder(on the Letter head of the OEM)
- 17. **Annexure-8:** Tender Terms & Conditions Acceptance Letter (to be given by all participated bidders on firm's letter head)

#### 18. Annexure-9:

The Bidder shall also submit an undertaking that the firm never being blacklisted/ banned /non-debarment/declared having delivered dis-satisfactory performance by any government / semi-government authority in India for supply of materials / carrying out operations and maintenance work / application development in a notarized agreement on non-judicial stamp paper of Rs. 500/-.

19. **Annexure-10:** Client/User's List (to be submitted by all bidders on firm's letter head)

List of institutes / organizations, where the same/similar quoted item has supplied should be given. Copy of the purchase orders, installation report and performance report duly signed by the competent authority of the institute should be enclosed. The detailed list mentioning the user name, department name, date/year of supply, installation, satisfactory working certificate from user and contact number including e-mail should be supplied with tender.

The bidder should have supplied and installed at least 3 numbers of quoted/ similar /comparable equipment in India within the last three calendar years

- 20. Annexure-11 Acceptance of Terms & Conditions by successful bidder: The successful bidder should make a notarized agreement on non-judicial stamp paper of Rs. 1000/- stating that the aforesaid "Terms and Conditions" are agreeable to the Bidder. This should be signed and stamped in the presence of two witnesses and purchaser.
- 21. Disputes arise, if any, will be resolved through process of arbitration. The Vice Chancellor, JNKVV, Jabalpur or his authorized representative shall be the sole arbitrator whose decision in the matter shall be final and binding to all parties.
- 22. J. N. Krishi VishwaVidyalaya reserves the right to accept or reject any or all offers in full or in part without assigning any reason (s) thereof depending upon the availability of funds.

#### 7. Specific Conditions of the Tender - Technical

- 1. The calibration of the supplied instrument should be performed by the supplier at intervals of 6 months, throughout the warranty period. This is an essential clause of the warranty.
- 2. Valid solutions or any other standard solution, as required to cover entire calibrations should be carried to the site and used by the engineer who performs the calibrations, and the validity certificate and certificate of analysis of the solution used should be attached along with each calibration report.

#### 8. Warranty:

a. The OEM/Bidder must provide **Three-year comprehensive warranty** of the equipment commencing from the date of successful installation, commissioning, training and

acceptance. If the bidder is OEM, he will provide the comprehensive warranty during the period. However, if the bidder is not OEM, he should furnish a certificate from OEM (Annexure-6) that OEM will undertake to provide full warranty during the period as agreed by the Bidder. In case, the Bidder is changed as the dealers or the Bidder fails to provide satisfactory after sales and service during warranty period and to supply all the item(s) during the said period, OEM will provide full support in terms of warranty coverage.

- b. During the comprehensive warranty period, any spare or accessory that is found faulty should be replaced free of charge.
- **c.** During the period of comprehensive warranty period, each breakdown has to be attended promptly by the service department and telephonic support should be provided without delay. In case it is felt by the laboratory that an on-site visit is required, then such a visit should be arranged within 24 hours of intimation by the laboratory. **All charges regarding TA/DA or any other charges will be borne by the bidder.**
- d. All the consumables and non consumables should be made available up to **seven years** after warranty period.
- e. Latest and upgraded version of licensed software developed during warranty period should be provided. Details of licenses offered for software if any should be provided. All ongoing software upgrades for all major and minor releases should be provided during the warranty period.

#### 9. Performance Guarantee (PG)

#### **Performance Guarantee (to be submitted offline):**

- On approval of the tender, the successful bidder (L1) should submit **Performance Guarantee** (**PG**), 3% of the total quoted cost. The Performance Guarantee amount should be deposited in the form of Demand Draft onlyfrom any nationalized bank/scheduled bank or Banker's Cheque or Irrevocable Bank Guarantee payable to "Dean, College of Agriculture, Jabalpur". In case of Bank Guarantee, the confirmation should be obtained from concerned bank by the purchaser in writing.
- The EMD submitted online by the successful bidder (L1) will not be adjusted in partial or in full against the Performance Guarantee. EMD in full will be refunded as per terms and conditions mentioned in the tender document and only after deposition of Performance Guarantee.
- The Performance Guarantee submitted by successful Bidder(L1) should have validity till 60 days beyond the date of completion of all contractual obligations of the supplier, including the warranty obligation of the systems as above. The Performance Guarantee deposited by any means will only be returned after successful completion of the warranty period and AMC period, if any.

The Performance Guarantee will cover all the terms and conditions, as mentioned in this tender / purchase order issued to the successful bidder, and will be forfeited if any of these conditions are violated during the validity period of the performance guarantee as mentioned above.

#### **10.** Tendering Format

The tender shall be submitted online in two cover system duly scanned and digitally signed by the authorized representative of the bidder as follows:

#### 1. Technical bid

Online bids should be submitted containing scanned copy of alldocuments for documentary proof, for fulfilling qualifying criteria/requirements failing which the offer shall liable to be rejected. All documents as specified in "Procedure for on-line Submission of Tender Document" should be submitted online.

#### 2. Financial bid

- a. The financial bid shall be submitted in the enclosed format in Annexure-2, only online through MP e-commerce website. No financial information should be submitted at any time in print during the tender process. Any such instance occurring will make the bidunresponsive.
- b. The quoted price shall be inclusive of all charges, inclusive of customs clearance (ifany). Only documents needed for customs clearance will be provided by University. It would be the successful bidder's responsibility to arrange customs clearance (if any) without undue delay and delivery of the item(s) to the respective locations of JNKVV.
- c. The rates shall be quoted strictly in the given format and should be inclusive of all taxes, duties, Entry Tax, Statutory Charges, Insurance, Permit Charges, P&F charges, Freight etc. (including purchaser liability, if any) as CIF charges to respective locations to avoid any post consequences/discrepancies. However, all applicable Taxes & Duties should be clearly mentioned by the supplier at the time of supply in their invoice. Supplier should submit documentary proof of all at-actual payments with their invoice.
- d. The Bidder shall be responsible for payment of any charges due to any statutoryauthorities such as Income Tax, CGST, SGST, IGST, Customs Duties etc.
- e. Any column in the online submission of financial bid which is left blank will be considered as zero and as included in the rate quoted for the instrument.

#### 11. Amendment of Tender Document

• The corrigendum/addendum shall be published in e-procurement website (https://mptendrs.gov.in/nicgep/app) and University website (www.jnkvv.org) after pre-bid meeting held on scheduled date.

#### 12. Opening of Tender (Technical Bid)

- 1. The technical bids will be opened on due date as defined under important dates. In case of date of opening is declared as holiday, tender will be opened on next working day at same time.
- 2. Only those bidders shall be considered qualified who submit requisite EMD/exemption certificate, if any and documents accepting all the terms & conditions of the Tender document unconditionally and meet the qualifying requirements including item specifications given in the Tender document. The decision of the JNKVV shall be final and binding in this regard.

#### 13. Evaluation of Tender (Technical Bid)

- 1. The technical aspects and commercial terms of the documents submitted as part of the technical bids shall be scrutinized by a technical committee constituted by the JNKVV.
- 2. The technical committee will also verify the veracity of claims in respect of theknown performance of the equipment offered, the experience and reputation of Bidder in the field, the

financial solvency etc.

- 3. The decisions of the technical committee on whether the tenders are responsiveor non-responsive or requiring clarifications will be intimated to respective bidders.
- 4. If deemed necessary, as in the case of sophisticated equipment, the JNKVV may decide for an onsite verification of technical claims of a bidder at the bidder's own applications labbefore completing the technical evaluation.

#### 14. Evaluation of Financial Bid

- 1. The financial bids of the technically qualified Bidder(s) will be opened online after completion of evaluation of technical bids. The date of opening of financial bids will be announced by JNKVV after completion oftechnical evaluation.
- 2. The opening of the financial bid shall be done online by JNKVV by a committee constituted for this purpose.
- 3. Bidder shall refer to the financial bid format included in this tender document as Annexure-2, and quote the financials in the respective fields and to be submitted online.
- 4. Financial bid offered shall be all inclusive, and with option for quoting in INR or foreign currency. Financial comparisons will be based on the exchange rates of the quoted currencies to Indian Rupee, as on the morning of the financial bid opening date.
- 5. Financials quoted by the Bidder shall be fixed during the period of the contractand not subject to variation on any account.
- 6. Financial variation due to statutory changes including CGST, SGST, IGST &customs duty will be accepted during the running contract period **before releasing thePurchase Order** on receipt of proper documents.

#### 15. Purchase Order and Terms of Payment

- 1. The purchase order will be issued to the successful bidder after the tender evaluation process. The bidder should then submit the acceptance of the purchase order and Acceptance of Terms & Conditions (Annexure-11) a notarized agreement on non-judicial stamp paper of Rs. 1000/-stating that the aforesaid "Terms and Conditions" are agreeable to the Bidder. As per Special Provision for MSEs and Start-up registered in Madhya Pradesh, appropriate preference will be given as per rules laid down in MP Stores & Purchase Rules 2015 (as amended, 2022) in case of quantity bidding.
- 2. Subsequently, the bidder will submit the **Performance Guarantee**amounting to 3% of the total quoted cost in required mode as stated earlier. Payment of submitted bill will be released from JNKVV only afterthe receipt and confirmation of the Performance Guarantee, successful installation, commissioning and training reports from the user/authority.
- 3. The payment shall be made in the currency specified in the contract. The supplier shall send the payment claim (with relevant documents, as required) to the appropriate paying authority as will be specified in the purchase order issued. Before claiming any payment, the supplier shall ensure that all the contractual obligations for claiming that payment has been duly fulfilled.
- 4. The payment shall be made in the following manner and on production of thefollowing documents:

a. **Payment for goods supplied from abroad and quoted in foreign currency**: The payment will be made in foreign currency for the imported equipment through Letter of Credit (LC).Letter of Credit will be established for 100 percent. Payment will be released in two parts:

**Onshipment:** 80% of the total price of the cost of the imported equipment shall be paidthrough irrevocable **letter of credit** established in favour of the foreign supplier in ascheduled commercial bank in India upon submission of the following documents:

- i) Supplier's signed commercial invoice showing contract number description of the supplied goods, corresponding quantity, unit price and the total value and name(s) of the consignee(s) for the supplied goods.
- ii) Original clean on-board bill of lading marked with freight pre-paid, consigned to the interim/port of consignee country, evidencing description of the goods, quantities, relevant details about the contract etc.
- iii) Packing list, identifying contents of each package
- iv) Insurance policy or certificate in duplicate endorsed with claims payablein India in the currency of the Letter of Credit.
- v) Manufacturers/supplier's warranty certificate and supplier's factory inspectionreport.
- vi) Certificate of origin
- vii) Supplier's certificate confirming that the amounts shown in the invoice are correct in terms of the contract and that all the terms and conditions of the contract have been complied with for claiming this payment.
- viii) Any other document(s) and/or modification of above documents specified as per the requirements mentioned in the terms and conditions of the tender / purchase order issued to the supplier.

On final acceptance: Remaining 20% of the contract price of goods quoted in foreign currency shall be paid after satisfactory completion of all contractual obligations for delivery, installation and commissioning, demonstration, performance qualification of all parameters as per technical requirements of the tender and training to the staff(as per FOR destinations), including the complete supplied system and all accessories supplied along with the system, including those quoted in Indian Rupees.

- b. **Payment for goods supplied from India and quoted in Indian Rupees:** The payment will be made in Indian Rupees (INR) through inland LC for Indian equipment after satisfactory supply, installation, commissioning, demonstration and training of the item.
- c. GST as applicable. HS code should be mentioned in the tender.
- d. No advance payment will be made.
- e. Taxes, Duties, Levies and other charges:
  - i. All applicable taxes, duties and levies shall be shown separately
  - ii. Charges towards freight, forwarding, transit insurance, installation & support shall

be borne by the bidder.

- iii. Loading and unloading of materials is the responsibility of the bidder and any charges in this regard to be borne by the bidder.
- iv. TDS as applicable will be deducted as per norms of IT Dept./Govt. and for which necessary certificate will be issued by JNKVV.

#### 16. Period of Validity:

The bid shall remain valid for a minimum period of **180 days** from the date of opening of the technical bid.

#### 17.Training:

Minimum 03 (three) on-sitetraining to users/staff should be givenduring the warranty period at every 6 months at the time of calibration of equipment.

#### 18. Applicable Law and Legal Jurisdiction

The CONTRACT shall be governed and construed by Laws of India. Any legal proceedings relating to the CONTRACT shall be limited to courts of law under the jurisdiction of **High Court of Jabalpur (MP).** The disputes, legal matters, court matters, if any shall be subject to Jabalpur (MP), India jurisdiction only.

#### 19. Force Majeure:

JNKVV may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of an Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes or any other act beyond control of the bidder. In such case, no financial and other liabilities will be borne by JNKVV.

#### 20. Arbitration:

All disputes/claims of any kind arising out of supply, implementation, commissioning, acceptance, warranty maintenance etc under this Contract, shall be referred by either party (JNKVV or the bidder) after issuance of 30 days' notice in writing to the other party clearly mentioning the nature of dispute to the Sole Arbitrator appointed by JNKVV. The arbitration proceedings shall be conducted in English and as per the provisions of Indian Arbitration and Conciliation Act. The decision of the Arbitrator shall be final and binding on both the parties.

Tender No.: IPRO/FST/2024/29 Dated: 06/03/2024

# **Item and Specifications**

### **Required Technical Specifications for**

Item No. 02: High Performance Liquid Chromatograph (HPLC) with UV-VIS Detector

Auto sa	Fully PC controlled HPLC system Quaternary gradient pump having in built vacuum degasser, Auto sampler with integrated column oven, Multi-wavelength detector & Chromatography data controlling software							
S. No.	Component	Specification						
1	HPLC Pump Module	<ol> <li>Quaternary gradient mixing</li> <li>Automated self-priming with integrated prime pump and auto purge valve</li> <li>Fully automatic and continuous compressibility compensation</li> <li>Dedicated piston seal wash pump</li> <li>Integrated solvent degassing</li> <li>Adjustable over and under pressure limits</li> <li>Solvent leak detection with automatic pump shut down</li> <li>Choice of 4 solvents in case of quaternary gradient</li> <li>System must have integrated vacuum degassing facility</li> <li>Flow rate range: 0.001-5 ml/min or better</li> <li>Pressure Range: 7000 psi or more for entire flow rate range</li> <li>Pressure Ripple &lt; 1 % of system pressure</li> <li>Flow precision 0.06% RSD or better</li> <li>Flow accuracy ± 1.0%</li> <li>Compositional accuracy 0.5 %</li> <li>Gradient delay volume &lt;1100μL</li> </ol>						
2	Autosampler	<ol> <li>System status display</li> <li>Automated dilution and derivatization capabilities</li> <li>Support for multiple sample vial and tray formats</li> <li>Pressure limits: 7000 psi or more</li> <li>Temperature range 8-45 °C or better</li> <li>Injection modes: Full-loop, Partial loop-fill, μL pickup or equivalent</li> <li>Injection volume: Programmable from 0.1-100μL</li> <li>Tray types/micro liter plates supported:         <ol> <li>100-150-vial tray:1.5- 2-mL vials (standard);</li> <li>Tray compatible with cooling and heating and missing vial/plate detection</li> </ol> </li> <li>Injection cycle time: &lt; 20 seconds typical in partial loop mode</li> <li>Injection volume accuracy: ± 1 %.</li> <li>precision: Full-loop injection ≤ 0.3 % RSD; Partial loop-fill ≤ 0.5 % RSD; μL pickup ≤ 1.0 % RSD or equivalent</li> <li>Sample carry over: ≤0.005 %</li> <li>Wetted materials in contact with sample: SS316, PTFE,</li> </ol>						

		TEFZEL, VESPEL, DLC, glass
3	UV-Visible Detector	<ol> <li>Wavelength range 190 - 700 nm</li> <li>Wavelength accuracy ± 1 nm</li> <li>Wavelength Precision ± 1 nm</li> <li>Deuterium lamp</li> <li>Drift: 1x10-4 au/hr</li> <li>Noice 3x10-6 au</li> <li>Band width ≤ 8nm</li> </ol>
4	Integrated Column Oven	1. Temperature Range: Ambient+5°C-50 °C or better
5	Software	<ol> <li>Suitable software to control all modules of HPLC</li> <li>Software performing data analyses at least as per DIN/ISO/US-EPA, calibration, blank correction, data import, export, handling and reporting, quality control protocols, computer based training</li> <li>License copy of Software should be supplied along with PC system.</li> </ol>
6	Columns & Other requirements	1 Column 1.C 18, 250mm x 4.6mmID x 5micron 2. AQ,150mm x 4.6mm id x 5 micron silica gel 3. C 18, 150mm x 3.9 mm 4. Partisil silica 5 micron 25cm x 4.5 mm id-ss 5.Spherical silica CN 5 micron 250cm x 4.6 mm id 6. C 18/RP-8 10 micron 25mm x 4.6 mm id-ss 7. 5 CN 25mmx 4.0mm id 8. ODS,Revers phase,25mmx4mm id ss 9. RP -18 12.5cmx4.6 mm id 10. silica (60-80)15-18 cm x 4.6 mm id ss 11. silica 10 micron 25cm x 4 mm id-ss 12. C 18, 125mm x 4 mm id x 3micron 13. C 18, 25cm x 4 .6mm id x 5micron 14. C 18, 15mm x 4.6 mmID x 5micron 15. silica 5 micron 25cm x 4 mm id-ss 2 Suitable PC Latest configuration with licensed operating branded PC (at least i7 Processor 12 <sup>th</sup> Gen or latest, Original M/B, 2 TB, HDD, 27"LED monitor, DVDR/WR, 32GB RAM or more, Graphic card etc.) to run the machine with Printer Color LaserJet Printer (auto duplex with ADF and color printing, print speed of black normal up to 16 ppm and color up to 4 ppm, print quality of black and color up to 600 x 600 dpi, connectivity facilities of e-Print, wireless and mobile capability) 3 3 KVA UPS with 60 mins backup
7	Power requirements	1 240 VAC with line frequency 50 Hz
		L

#### **Financial Bid Format (to be submitted on-line):**

The financial bid should be submitted online via MP e-commerce website in the format given below. This format is not for submission as print document, and is only for guidance while submitting the financial bid online.

Tender Inviting Authority: Dean, College of Agriculture, JNKVV, Jabalpur

Name of Work:

Contract No: Tender No.:

Name of the Bidder/ Bidding Firm / Company :

#### **PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT#	TEXT#	NUMBER#	TEXT	TEXT#	TEXT#	NUMBER #	NUMBER	NUMBER	NUMBER#	NUMBER#	TEXT #
#				#			#					
SI.	Item	Item	Quantit	Unit	Currency	Quoted	Basic	All	Any	TOTAL	TOTAL	TOTAL
No.	Description	Code	у	S	Conversio	Currenc	Cost In	other	Other	AMOUNT	TAXES It	AMOUN
		1			n against	y in INR	Figure	Taxes,	Charge	, It will be	will be	T
		Make			each Item	/ Other	s To be	Duties	s to be	converte	converted	In
						Currenc	entere	and	entered	d based	only If you	Words
						y (click	d by	Levies,	by both	on	choose Full	
						on down	the	if any	Indian	column L	Conversion	
						arrow)	Bidder	(to be	and	value in	, Until than	
								entere	Foreign	Rs. P	it is treated	
								d by	Bidders		as INR in	
								Indian			Rs. P	
								Bidder				
								only)				

1	2	3	4	5	11	12	13	14	15	53	54	55
1	2	3	4	5	11	12	13	14	15	53	54	55
1		Item No		Nos	Select Full Conversion OR Partial Conversion	EUR AUD						INR
Total in Figures Quoted												
Rate in Words												

Note: If you choose

**Full Conversion,** then Column BA (Amount) and Column BB (Taxes) both values will be converted based on selected currency in Column L.

#### If you choose

**Partial Conversion**, then Column BA (Amount) only will be converted based on selected currency (Column L) and Column BB (Taxes) value (INR) will be added to the converted value.

Currency can be changed by clicking on down arrow at Column L.

Currency Conversion options can be selected by clicking on down arrow at Column K.

Tender No.: IPRO/FST/2024/29 Dated: 06/03/2024

# Supplement/Check-List to be provided with Technical Bid

ITEM No.	NAME	

S. No.	Information required	Yes/No	Page No. in the Tender	Provide Details
	Duly filled Tender Form along with the Technical Compliance statement(All the pages should be signed & initialed)			
1.	Covering letter of the participating firm/bidder attached			
2.	Make of main item			
3.	Model of main item			
4.	Name of Manufacturer of Main Item			
5.	Country of Origin of main item			
6.	Delivery Period (days)			
7.	Payment terms accepted as per tender document			
8.	Order to be placed on			
9.	Bid Validity period (days)			
10.	Copy of ISO/CE/WHO/GMP/CF/ISI <i>etc</i> . Certificate with validity period.			
11.	Documents in support by bidders as MSEs and Start-up registered in Madhya Pradesh			
12.	Technical literature/brochure in original in support of item specifications attached			
13.	Receipt of Tender Fee paid on-line			
14.	Receipt of EMD paid on-line or exemption proof, if exemption requested			
15.	Income Tax Return of last 3 (three) financial years.			
16.	CA audited balance sheet for the last 3 years having minimum financial turnover of Rs. 5 crores and above in the relevant business in a financial year.			
17.	Minimum experience of 3 years in the relevant field (supply and service support of quoted/similar/comparable instrument).			
18.	PAN No. of the firm with supporting document			
19.	GST No. of the firm with supporting document			
20.	Firms/Business Registration documents/Copy of valid Registration Certificate under State/Central/ Commercial Sales Act			
21.	Authorized service centers/service personals etc. details attached			
22.	Signed and put company seal on each page of bid			

S. No.	Information required	Yes/No	Page No. in the Tender	Provide Details
23.	<b>Annexure-3:</b> Supplement/Check-List to be provided with Technical Bid			
24.	<b>Annexure-4:</b> Compliance / Non-Compliance Statement in support of Item Specifications			
25.	Annexure-5:Original Equipment Manufacturer (OEM) Certificate (to be submitted by manufacturers on letter head)			
26.	Annexure-6: Manufacturer's Authorization Form by OEM (on OEM letter head and to be submitted by authorized dealers/representatives/importers)			
27.	Annexure-7: OEM Support & Commitment through Bidder (on the Letter head of the OEM)			
28.	Annexure-8: Tender terms & conditions Acceptance Letter (to be given by all participated Bidder on firm's letter head)			
29.	<b>Annexure-9:</b> Undertaking regarding Not Blacklisted/ Non–Debarment (to be submitted by all bidders on Rs. 500/- non-judicial stamp paper)			
30.	Annexure-10: Format for submitting Client/User's List (to be submitted by all bidders on firm's letter head)			
31.	Any other item which bidder would like to include in support.			

# **DECLARATION**

The terms and conditions as mentioned in the tender are acceptable to us.

Signature and Seal of Bidder

Tender No.: IPRO/FST/2024/29 Dated: 06/03/2024

# **Compliance / Non-Compliance Statement**

Compliance statement as per the template shall be provided along with the tender.

	Required Technical Specifications for Item No. 02 UV/VIS Spectrophotometer						
Fu	Fully PC controlled HPLC system Quaternary gradient pump having in built vacuum						
de	degasser, Auto sampler with integrated column oven, Multi-wavelength detector &						
Cł	Chromatography data controlling software						
S.	Component	Specifications	Complying?	Remarks			
NIC	_		(Voc/No)				

S.	Component	Specifications	Complying? (Yes/No)	Remarks
No  HPLC Pump Module  1. Quaternary gradient mixing 2. Automated self-priming with integrated prime pump and auto purge valve 3. Fully automatic and continuous compressibility compensation 4. Dedicated piston seal wash pump 5. Integrated solvent degassing 6. Adjustable over and under pressure limits 7. Solvent leak detection with automatic pump shut down		(Yes/No)		
		<ul> <li>automatic pump shut down</li> <li>8. Choice of 4 solvents in case of quaternary gradient</li> <li>9. System must have integrated vacuum degassing facility</li> <li>10. Flow rate range: 0.001-5 ml/min or better</li> <li>11. Pressure Range: 7000 psi or more for entire flow rate range</li> <li>12. Pressure Ripple &lt; 1 % of system pressure</li> <li>13. Flow precision 0.06% RSD or better</li> <li>14. Flow accuracy ± 1.0%</li> <li>15. Compositional accuracy 0.5 %</li> <li>16. Gradient delay volume &lt;1100μL</li> </ul>		
2	Autosampler	<ol> <li>9. System status display</li> <li>10. Automated dilution and derivatization capabilities</li> <li>11. Support for multiple sample vial and tray formats</li> <li>12. Pressure limits: 7000 psi or more</li> <li>13. Temperature range 4-45 °C</li> <li>14. Injection modes: Full-loop, Partial loop-fill, μL pickup or equivalent</li> <li>15. Injection volume: Programmable from .1-100 μL</li> <li>16. Tray types/micro liter plates supported:         <ul> <li>iii. 100-150-vial tray:1.5- 2-mL vials (standard);</li> <li>iv. Tray compatible with cooling and heating and missing vial/plate detection</li> </ul> </li> <li>14. Injection cycle time: &lt; 20 seconds typical in partial loop mode</li> </ol>		

_	1	<del>,</del>		
		15. Injection volume accuracy: ± 1 %.		
		16. precision: Full-loop injection $\leq 0.3$		
		% RSD; Partial loop-fill $\leq 0.5$ %		
		RSD; $\mu$ L pickup $\leq 1.0 \%$ RSD or		
		equivalent		
		17. Sample carry over: ≤0.005 %		
		18. Wetted materials in contact with		
		sample: SS316, PTFE, TEFZEL,		
		VESPEL, DLC, glass		
	T777 T79 91 1		1	2
3	<b>UV-Visible</b>	8. Wavelength range 190 - 700 nm	1.	2.
	Detector	9. Wavelength accuracy ± 1 nm		
		10. Wavelength Precision ± 1 nm		
		11. Deuterium lamp		
		12. Drift: 1x10-4 au/hr		
		13. Noice 3x10-6 au		
4	T 4 4 1	14. Band width ≤ 8nm		
4	Integrated	2. Temperature Range: Ambient+5°C-		
	Column Oven	50 °C or more		
5	Software	4 Suitable software to control all		
		modules of HPLC		
		at least as per DIN/ISO/US-EPA,		
		calibration, blank correction, data		
		import, export, handling and		
		reporting, quality control protocols,		
		computer based training		
		6 License copy of Software should be		
	-	supplied along with PC system.		
6	Columns &	1 Column		
	Other	1.C 18, 250mm x 4.6mmID x		
	requirements	1		
	1	5micron		
		2. AQ,150mm x 4.6mm id x 5		
		micron silica gel		
		3. C 18, 150mm x 3.9 mm		
		4. Partisil silica 5 micron 25cm x		
		4.5 mm id-ss		
		5.Spherical silica CN 5 micron		
		250cm x 4.6 mm id		
		6. C 18/RP-8 10 micron 25mm x		
		4.6 mm id-ss		
		7. Nuclosil 5 CN 25mmx 4.0mm id		
		8. HypersilODS,Revers		
		phase,25mmx4mm id ss		
		<u> </u>		
		9.Lichrosper RP -18 12.5cmx4.6		
		mm id		
		10. Lichrosorb silica (60-80)15-18		
		cm x 4.6 mm id ss		
		11. silica 10 micron 25cm x 4 mm		
		id-ss		
		12. C 18, 125mm x 4 mm id x		
		3micron		
		13. C 18, 25cm x 4 .6mm id x		
		13. C 18, 25cm x 4 .6mm id x 5micron		
		5micron		
		5micron 14. C 18, 15mm x 4.6 mmID x		
		5micron 14. C 18, 15mm x 4.6 mmID x 5micron		
		5micron 14. C 18, 15mm x 4.6 mmID x 5micron 15. silica 5 micron 25cm x 4 mm		
		5micron 14. C 18, 15mm x 4.6 mmID x 5micron		
		5micron 14. C 18, 15mm x 4.6 mmID x 5micron 15. silica 5 micron 25cm x 4 mm id-ss		
		5micron 14. C 18, 15mm x 4.6 mmID x 5micron 15. silica 5 micron 25cm x 4 mm id-ss 2 Suitable PC Latest configuration		
		5micron 14. C 18, 15mm x 4.6 mmID x 5micron 15. silica 5 micron 25cm x 4 mm id-ss		

			1 I . 1 1 M/D O.TD	
			latest, Intel original M/B, 2 TB,	
			HDD, 25"LED monitor,	
			DVDR/WR, 32GBDDR 4 GB RAM	
			or more, Graphic card etc.) to run	
			the machine with Printer Color Ink	
			tank Printer (auto duplex with ADF	
			and color printing, print speed of	
			black normal up to 16 ppm and color	
			up to 4 ppm, print quality of black	
			and color up to 600 x 600 dpi,	
			connectivity facilities of e-Print,	
			wireless and mobile capability)	
		3	3 KVA UPS with 60 mins backup	
7	Power	1	240 VAC with line frequency 50 Hz	
	requirements			

#### **Terms and Conditions**

- 1. The bidder is advised to state compliance for every field in the table of technical specifications as indicated in Annexure 1.
- 2. If the bidder fails to enclose this compliance document, the bid is likely to be rejected.

Signature o	f the bidd	er
Name and I	Designatio	n

Date: Seal:

# **Original Equipment Manufacturer (OEM) Certificate**

	(to be submitted by manufacturers on letter head)
No	Dated
То	The Dean College of Agriculture, Jabalpur. JNKVV, Jabalpur
Su	b: OEM Certificate in compliance to tender for "Supply of".
De	ar Sir,
Те	nder No.:
Eq	uipment Name:
1.	We
	(full address with telephone number/fax number & email ID and website), and having factories a
2.	We hereby declare that we shall provide guarantee/warranty of 3 years.
3.	We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments tendered within the stipulated time.
	(Name) for and on behalf o
	Authorized Signatory (Signature of the OEM official, with Official Seal)
Da	te:
Pla	ace:
No	<b>Ite:</b> This OEM certificate should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

# **Manufacturer's Authorization Form by OEM**

(on OEM letter head and to be submitted by authorized bidder)

No.	Dated:
То,	
The Dean College of Agriculture, Jabalpur JNKVV, Jabalpur	
Sub: Manufacturer's Authorization in compl	iance to tender for "Supply of
Dear Sir, Tender	
No: Equipment Name:	
above item(s) having registered office at . number & email ID and website), having fact	Name and address of Bidder) to submit tenders, and
2. No company or firm or individual otherthan M bid, negotiate and conclude the contract in reg	M/sare authorized to gard to this business against this specific tender.
by the Bidderand in the event, if the Bidder is satisfactory after sales and service during su	aranty/warranty during the warranty period as agreed s changed as the dealers or the Bidder fails to provide ch period of Comprehensive warranty and to supply provide full support in terms of warrant coverage.
4. We also hereby declare that we have the capa quantity of the item(s) tendered within the stip	acity to manufacture and supply, and commission the pulatedtime.
Authorized Signatory (Signature of the Bidder, with Official Seal)	
(Name) for and on behalfofM/s	(Name ofmanufacturers)
Date: Place:	
Note: This letter of authority should be on th	e letterhead of the manufacturer and should be
signed by a person competent and having the po	wer of attorney to bind themanufacturer.

# **OEM Support & Commitment through Bidder**

[On the Letter head of the OEM]

No	Dated
To, The Dean College of Agriculture, Jabalpur JNKVV, Jabalpur	
Sub: OEM Support & Commitment in complia Ref: Tender No.:	ance to tender for Supply of
This is to certify that the bidder M/s (name of OEM) for referred tender no., for Supply, Installation, Implem 3 year onsite warranty.	(name of bidder) is representing us, M/s solution (name of product category) for the above mentation and Commissioning of with
confirm that we have worked out all necessary log there won't be any delay in delivery, installation support is extended in all respects for supply, warr to provide the required spares and service support seven (07) years after the completion of warranty p  M/s (name of OEM) hereby	certify that the products offered for this tender are not is declared end of sale during the installation and
bidder), M/s (name of OEM) w another authorized OEM partner with similar cer partner in accordance with OEM's agreement with obligations given under this tender, M/s the Bidder with an alternate Indian Authorized age M/s (name of OEM) shall also	ion of this tender by
We declare that the following details provided belorequirements are fully met by the bidder without an Yours Faithfully,	ow are correct and submitted to ensure that the tender y non-compliance through the offered solution.
Authorized Signatory (Signature of the Bidder, with Official Seal)	
(Name) for and on behalf of  M/s (Name of manufacturers)  Date: Place:	

#### **Tender Acceptance Letter**

(To be given by all participatedBidderon firm'sletter head)

No	Dated
To,	
The Dean College of Agriculture, Jabalpur JNKVV, Jabalpur	
Sub: Acceptance of Terms & Conditions of Tender.	
Tender Reference No:  Name of Tender/Work:	

Dear Sir.

- 1. I/We have downloaded / obtained the tender document(s) for the above mentioned `Tender' from the web site(s) namely: https://mptenders.gov.in/nicgep/app as per your NIT / advertisement, given in the above mentioned website.
- 2. I/We hereby certify that I / We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedules(s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms / conditions/ clauses contained therein.
- 3. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
- 4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- 5. I/We do hereby declare that I / We have read and understood the entire technical specification laid down in the tender document and has prepared the technical bid in compliance with the technical requirements specified in the document.
- 6. I / We certify that all information furnished by the our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit / security deposit absolutely.
- 7. The instruments supplied by us to all the installation locations will have comprehensive warranty for a period of 3 years from the date of successful installation, commissioning of the supplied equipments.
- 8. The comprehensive warranty will cover the complete system, including all spares.
- 9. The comprehensive warranty will all the supporting systems quoted along with the system, including all spares.
- 10. On receipt of the purchase order for the above instruments, we will submit individual Performance Guarantee for each instrument supplied, valid till 60 days beyond the date of completion of all contractual obligations, including the comprehensive warranty, in accordance with the requirements of the tender document.

- 11. The warranty as above, will cover the instrument calibration (including mass calibration) of all the supplied instruments, in accordance the tender document.
- 12. The calibration of the instrument will be performed by the supplier at intervals of 6 months, throughout the warranty period. This is an essential clause of the warranty.
- 13. Valid solutions or any other standard solution, as required will be carried to the site and used by the engineer who performs the calibrations and the validity certificate and certificate of analysis of the solution used will be attached along with each calibration report.
- 14. The complete system package, inclusive of the supporting instruments listed in the tender document, will be covered in the 3-year comprehensive warranty. During the comprehensive warranty period, any spare or accessory that is found faulty will be replaced free of charge.
- 15. During the period of comprehensive warranty, each breakdown will be attended promptly by the service department and telephonic support will be provided without delay. In case it is felt by the laboratory that an on-site visit is required, then such a visit will be arranged within 24 hours of email intimation by the laboratory.
- 16. The performance qualification of the instrument will include method development, standardization, validation and training of laboratory personnel, for trace level analysis.
- 17. The bid shall remain valid for a minimum period of 180 days from the date of opening of the technical bid.

Date:	
	Yours Faithfully,

Authorized Signatory (Signature of the Bidder, with Official Seal)

# **Undertaking regarding Not Blacklisted/ Non – Debarment**

(To be submitted by all bidders onnotarized agreement on non-judicial stamp paper of Rs. 500/-)

No Dated
Non-Blacklisting declaration in connection with Tender No.: dated:
Ref: Tender No.:
Sir, This is to notify you that our Firm/Company/Organization < provide Name of the  Firm/Company/Organization> intends to submit a proposal in response to Tender  No.:
We / Our Firm are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
2. We/ Our Firm are not Blacklisted/ De-registered/ Debarred by any Central/ State Government/ Agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ Private Sector or any other agency or any Regulatory Authorities in India or any other country in the world for any kind of criminal, corrupt or fraudulent activities for which we have Executed/ Undertaken the supply/works/ services.
It is understood that if this Declaration is found to be false, JNKVV shall have the right to reject the proposal, and can take/initiate legal action against our firm.
Yours Faithfully,
Authorized Signatory (Signature of the Bidder, with Official Seal)

# Format for submitting Client/User's List

(To be submitted by all bidders on firm's letter head)

S.No.	Model	No. of instruments	Complete address of installed site	Name, Designation, contact number, e-mail id	Analysis scope (matrix)	Purchase Order No. and date	Current status (operational / non- operational)	Performan ce Report included
Quote	d model							
1								
2								
3								
Similar/compara models		able						
1								
2								
3								
4								
•								

#### **Terms and Conditions:**

- The minimum number of Indian end users for the quoted/similar/comparable model is three (3) during last 3 years.
- Testimonial/ feedback from end users shall be attached.
- Copy of Purchase Order, Installation Report and Performance Report in support as above should be attached with Annexure-10 and uploaded on portal. Without these report, the offer will be rejected.

Signature of Bidder
Name and Designation

Date: Place:

# **Format of Agreement**

(To be submitted by successful bidder (L1) in Rs. 1,000/- Non-Judicial Stamp Paper duly Notarized)

Co. De (he	IIS AGREEMENT is executed on this the day of (Month),(Year) between the Dean, llege of Agriculture, Jabalpur, an autonomous body under the Farmer Welfare and Agriculture velopment Department, Government of MP, having its Head Office at Jabalpur, Madhya Pradesh State treinafter referred to as "The Purchaser (JNKVV)"), represented by its Dean on the one part and
	HEREAS in response to the MP e-tender notification No
mo	HEREAS the Supplier has also deposited with the Purchaser (JNKVV) a sum of Rsas earnest oney for the execution of an agreement undertaking the due fulfillment of the contract in case his otation is accepted by the JNKVV.
the	HEREAS the JNKVV has accepted the Offer No
exe	HEREAS on acceptance of the offer and on awarding the Purchase Order, the Supplier has agreed to ecute an agreement with the Purchaser (JNKVV)incorporating all the terms and conditions under which Purchaser (JNKVV) accepted his quotation/offer.
NC	OW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:
1.	The SUPPLIER shall make the supplies specified in the ContractDocuments upon the terms and conditions and within the time specified in the Contract Documents.
2.	The tender documents and the Purchase Order issued to the Supplier shallbe part of this AGREEMENT and all the terms and conditions therein shall be binding on the SUPPLIER.
3.	In case the Supplier fails to execute the contract as per the terms and conditions governing the contract, the Purchaser (JNKVV) shall have power and authority to recover from the Supplier any loss or damage caused to the Purchaser (JNKVV) by such breach as may be determined by the Purchaser (JNKVV) by appropriating the earnest money deposited by the Supplier and if the earnest money is found to be inadequate the deficit amount may be recovered from the Supplier and his properties movable and immovable in the manner hereinafter contained.
4.	All sums found due to the Purchaser (JNKVV)under by virtue of this agreement shall berecoverable from the Supplier and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums arearrears of land revenue and in such other manner the Purchaser (JNKVV) may deem fit.
5.	In witness whereofShri

Dated: 06/03/2024

Tender No.: IPRO/FST/2024/29

hereunto set their hands on the day and year shown after their respective signatures herein below.

SIGNED & DELIVERED	SIGNED & DELIVERED		
FOR AND ON BEHALF OF	FOR AND ON BEHALF OF		
PURCHASER (JNKVV)	THE SUPPLIER		
(Name & Designation)	(Name & Designation)		
(THIS THEDAY OF Mor	nthYear)		
IN THE PRESENCE OF: IN THE PRESENCE OF:			
1. (Name & Signature)	1. (Name & Signature)		
2. (Name & Signature)	2. (Name & Signature)		