

Tender Document for Purchase of Laboratory Equipments for IIFPT

No: IIFPT/Admin/Tender / 2018-19/15 (Amended)



Issued by
INDIAN INSTITUTE OF FOOD PROCESSING TECHNOLOGY
Ministry of Food Processing Industries
Government of India
Pudukkottai Road -613 005
Tamil Nadu Ph: 04362-228155, 226676
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TABLE OF CONTENTS

Sl. No.	Sections	Title	Page No.
1	Section I	Notice Inviting Tender & List of Equipments	3-4
2	Section II	Instructions to Bidders	5-14
3	Section III	General (Commercial) Conditions of Contract	15-19
4	Section IV	Special Conditions of the Contract	20
5	Section V	Schedule of Requirements	21-38
6	Section VI	Technical Bid	39
7	Section VII	Price Bid Proforma	40-41
9	Section VIII	Bid Form	42-43
11	Section IX	Performance Security Guarantee Bond	44-45
12	Section X	Check List	46-47

SECTION – I

NOTICE INVITING TENDER

INDIAN INSTITUTE OF FOOD PROCESSING TECHNOLOGY

Ministry of Food Processing Industries

Government of India

Pudukkottai Road, Thanjavur-613 005

Tamil Nadu Ph: 04362-226676, 228155

Email: director@iifpt.edu.in Website: www.iifpt.edu.in

Date of Issue	:	24.05.2018	
Tender No	:	IIFPT/Admin/Tender / 2018-19/15	
Due date	:	13.06.2018	Time: 5.00 pm
Technical bid opening date	:	14.06.2018	Time: 11.00 am

On behalf of INDIAN INSTITUTE OF FOOD PROCESSING TECHNOLOGY (IIFPT) sealed bids are invited from eligible bidders for Supply of Laboratory Equipments. The list of equipment and their specifications are given in **Section V**.

Any Supplier of laboratory equipments having turnover of Rs. 50 lakhs (Rupees Fifty lakhs) in each of the last three years i.e. 2014-15, 2015-16 and 2016-17 as per P&L audited statement of Accounts are eligible to bid for Supply of Laboratory Equipments.

Table. 1 Tender Fee and Bid Security/EMD (Security Deposit) in the form of DD will be as follows:

Sl.No.	Description (1)	Tender Fee (2)	EMD (3)
1.	Scanning Electron Microscope	1000	300000

1. Intending bidders may obtain copy of the tender document containing commercial conditions along with relevant specifications by one of the following methods:

- a. By downloading tender document from the **www.iifpt.edu.in** and submitting tender fee amount indicated in **column 2** of above table (for respective equipments) in the form of demand draft drawn in favour of Director, IIFPT, Thanjavur; payable at Thanjavur at the time of submission of bid in a separate envelope

OR

- b. Can obtain from The Director, INDIAN INSTITUTE OF FOOD PROCESSING TECHNOLOGY, Pudukkottai Road, Thanjavur-613005 by paying tender fee amount indicated in **column 2** of above table (for respective equipments) in the form of demand draft drawn in favour of Director, IIFPT, Thanjavur; Payable at Thanjavur between 10.00 Hrs. to 18.00Hrs on all working days from **13.06.2018** till the closure of the tender.
2. The technical bids price bids & EMD should be submitted in separate sealed envelopes superscribed as “Technical Bid” / “Price Bid”, / EMD as applicable. Sealed envelopes containing the Technical Bid and the Price Bid shall again be put in another envelop duly sealed and superscribed with the tender number, name of Lab, due date of opening of the tender.
 3. If the bidder wishes to quote for more than one equipment, they should quote product wise as enumerated in point no.2.
 4. Tender document can be downloaded from our website. The bidders must enclose the tender documents duly signed with seal in all pages.

SECTION II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

DEFINITIONS

- **“The Purchaser”** means the **DIRECTOR, INDIAN INSTITUTE OF FOOD PROCESSING TECHNOLOGY, Pudukkottai Road, Thanjavur-613 005.**
- **“The Bidder”** means the individual or firm who participates in the tender and submits bid.
- **“IIFPT”** means **INDIAN INSTITUTE OF FOOD PROCESSING TECHNOLOGY, Pudukkottai Road, Thanjavur-613 005.**
- **“The Agency”** means the individual or firm rendering the services under the contract.
- **“The Services”** means all activities related to conduct & performance of contractual obligations under the contract.
- **“The Advance Purchase Order/ Letter of intent”** means the intention of IIFPT to place the Purchase Order on the bidder.
- **“The Purchase Order”** means the order placed by IIFPT on the Supplier/ Agency signed by IIFPT including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as “Contract” appearing in the document.
- **“The Contract Price”** means the price payable to the Supplier/ Agency under the purchase order for the full and satisfactory performance of its contractual obligations.
- **“Acceptance”** is a process of accepting satisfactory services rendered by “Supplier/ Agency” by IIFPT.

1. ELIGIBILITY CRITERIA

- Minimum three years experience in the field of supply of laboratory equipments.
- Annual Turnover for supply of laboratory equipments at least Rs.50.00lakhs (Rupees Fifty lakhs) in each of the last three years i.e. from **2014-15, 2015-16 and 2016-17** as per P&L audited statement of account.
- Must have supplied similar equipments to laboratories of State or Central Government Institutions or reputed Educational or Research Institution and proof of such supplies should be produced
- Registration Certificate/Certificate of incorporation, if any
- Authorized dealer Certificate from Manufacturer if the agency is a dealer.

2. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3. BID DOCUMENTS

3.1 The services required to be rendered, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The Bid documents include:

- | | | |
|------------------------------------------------|---|--------------|
| a) Notice Inviting Tender & List of Equipment | - | Section I |
| b) Instructions to Bidders | - | Section II |
| c) General (Commercial) Conditions of Contract | - | Section III |
| d) Special Conditions of the Contract | - | Section IV |
| e) Schedule of Requirements | - | Section V |
| f) Technical Bid | - | Section VI |
| g) Price Bid Proforma | - | Section VII |
| h) Bid Form | - | Section VIII |
| i) Performance Security Guarantee Bond | - | Section IX |
| j) Check List | - | Section X |

3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. **Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.**

4. CLARIFICATION OF BID DOCUMENTS

4.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify IIFPT in writing or by FAX/e-mail at IIFPT's mailing address indicated in the invitation of Bid. IIFPT shall respond in writing or by FAX / E-mail to any request for the clarification of the Bid Documents, which it receives **not later than 10 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by IIFPT shall be sent to all the prospective bidders who have received the bid documents. Amendments will also be notified on IIFPT website. Clarifications will be uploaded in our website. Bidders are requested to refer our website frequently.

4.2 Any clarification issued by IIFPT in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents

5. AMENDMENT OF BID DOCUMENTS

5.1 At any time, prior to the date of submission of Bids, IIFPT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.

5.2 The amendments shall be notified in IIFPT website and these amendments will be binding on prospective bidders. The bidder is not supposed to change any clause in tender document downloaded from website. However, the printed version of Tender Document available along with amendments (if any) issued by IIFPT will be applicable to all bidders in case of any discrepancies.

5.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, IIFPT may, at its discretion, extend the deadline for the submission of bids suitably.

B. PREPARATION OF BIDS

6. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise the following components (these will also be used for determining the eligibility criteria)

6.1 Documentary evidence established in accordance with the eligibility criteria explained above that the bidder is eligible to bid and is qualified to perform the contract if the bid is accepted.

6.2 Bid Security furnished as shown in Column 3 in clause 1 of Section I.

6.3 A bid form and price schedule completed in accordance with clause 8 & 9.

6.4 Bidder shall furnish a clause-by-clause compliance to the requirements and commercial conditions demonstrating responsiveness to terms and conditions. In case of deviations, a statement of deviations and exceptions of provisions of the contract and commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance of terms and conditions shall not be considered.

6.5 Audited P&L Accounts for the last three years **i.e. 2014-15, 2015-16 and 2016-17**

6.6 Registration Certificate/Certificate of incorporation, if any.

6.7 GST Registration

- 6.8 Copy of PAN./CIN No. of the Company
- 6.9 Lists of clients with reference in minimum five firms with name, designation and contact details
- 6.10 Self certification of full fledged office infrastructure
- 6.11 Brief on supply of laboratory equipments handled during last five years.
- 6.12 List of offices/branches in India, with address and contact details
- 6.13 GST number along with registered email id and phone number of the firm

7. BID FORM

The bidder shall submit the bid form in their own Stationery and appropriate Price Schedule furnished in the Bid Documents, indicating the details of services and descriptions as per requirement.

8. BID PRICES

- 8.1 The bidder shall give the CIF inclusive of all Levies & Taxes for **laboratory equipments for IIFPT**. The basic unit price and all other components of the price need to be individually indicated against the services it proposed to supply under the contract as per price schedule given in **Section VIII**.
- 8.2 Prices indicated in the Price Schedule shall be entered in the following manner:
 - i. The Basic Unit price Excise duty, GST, Freight, Forwarding, Packing, Insurance, Commission to Indian Agents and any other Levies/Charges already paid or payable by the Agency shall be quoted separately item wise.
 - ii. **Insurance coverage for the equipment up to IIFPT Thanjavur is mandatory.**
 - iii. The supplier shall quote as per price schedule given in **Section VIII** for all the items given in schedule of requirement.
- 8.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 8.4 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.
- 8.5 “DISCOUNT, if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free service, etc, into account”.

8.6 The price approved by the IIFPT for the service will be inclusive of Levies and Taxes as mentioned in Para 8.1 above. Breakup in various heads like basic cost and other taxes paid/payable as per clause 8.2(I) is for the information of the purchaser and any change in these other than taxes, shall have no effect on price during the scheduled delivery period.

8.7 Guarantee/Warranty:

Comprehensive onsite warranty for three years is required. Warranty period will start from the date of installation of items. In case at installation stores / part of stores are found defective / damaged during or after delivery to consignee, the supplier will replace or repair the store under warranty at consignees location in India free of cost or if any case it is required to sent back to foreign manufacturer / supplier should bear the cost. Bank Guarantee equivalent to the cost of equipment is required to be submitted before lifting the store. All expenses in this regard will be borne by the supplier.

8.8 AMC

It is required to have 2 AMC. One free AMC for one year after the expiry of warranty period. Also, quote the AMC charges **separately for comprehensive and non-comprehensive** (labour and consumables) for one year after that free AMC.

9. BID SECURITY

- 9.1 The bidder shall furnish, as part of his bid, a bid security/EMD for an amount as shown in **Table.1** for individual equipments in the form of Demand Draft in favour of the Director, IIFPT and Payable at Thanjavur.
- 9.2 The bid security is required to protect IIFPT against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to para 9.7
- 9.3 The bid security shall also be in the form of a bank Guarantee, issued by a scheduled bank in favor of IIFPT, valid for a period of **180 days from the date of tender opening**
- 9.4 A bid not secured in accordance with para 9.1 & 9.3 shall be rejected by IIFPT as non-responsive at the bid opening stage and returned to the bidder unopened.
- 9.5 The bid security of the unsuccessful bidder will be discharged/returned without interest as promptly as possible but not later than 30 days from the date of Opening of Financial Bid
- 9.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the letter of indent and furnishing the performance security.
- 9.7 The bid security may be forfeited:

- a. If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or any extension thereof in accordance with clause 11 or
- b. Bidder does not respond or
- c. Bidder fails to co-operate during bid evaluation procedure.
- d. In the case of successful bidder, if the bidder fails to furnish performance security.

10. PERIOD OF VALIDITY OF BIDS

- i. Bid shall remain valid for 180 days after the date of opening of bids prescribed by IIFPT. A bid valid for a shorter period shall be rejected by IIFPT as non-responsive.
- ii. In exceptional circumstances, IIFPT may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided as per Clause 10 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

C. SUBMISSION OF BIDS

11. SEALING AND MARKING OF BIDS

The bids must be submitted in Four Envelopes as detailed below:

- 11.1 Sealed Envelope-I shall contain the Technical Bid super-scribed as ‘Tender for Supply of Laboratory Equipments, TECHNICAL BID. Also please write the S.No and name of Equipment in the sealed envelope. Should contain details of requirement at the end of purchases like electricity water fitting furniture etc.,
- 11.2 Sealed Envelope -II shall contain BID SECURITY & TENDER FEE as mentioned in Clause 10, Section II above & super scribed as **“Tender for Supply of Laboratory Equipments for IIFPT in the “BID SECURITY”**.
- 11.3 Sealed Envelope –III shall contain financial bid as per Section VI. (Duly signed by authorized representative of bidder with company seal) & superscribed as **“Tender for supply of Laboratory Equipments in the “FINANCIAL BID”**. If the bidder wishes to

quote for more than one equipment, they should quote in separate envelopes for both Technical & Financial bid duly superscribing the name of the equipment

- 11.4 These three sealed envelopes may be put in a bigger envelope super scribed **‘Tender for supply of laboratory equipments for IIFPT’** and must mention name & address of bidder on the envelope.

12. SUBMISSION OF BIDS

- 12.1 Tender completed in all respects may be submitted 5.00 pm on 13.06.2018
Following address (tenders received after the due date and time shall not be entertained)

**DIRECTOR
INDIAN INSTITUTE OF FOOD PROCESSING TECHNOLOGY
Pudukkottai Road
Thanjavur-613 005
Tamil Nadu, India**

LATE BIDS

Any bid received by IIFPT after the **deadline for submission (13.06.2018)** of bids prescribed by IIFPT **shall be rejected.**

13. MODIFICATION AND WITHDRAWAL OF BIDS

- 13.1 The bidder may withdraw his bid after submission provided that the written notice of the withdrawal is received by IIFPT prior to the deadline prescribed for submission of bids.
- 13.2 The bidder’s withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 12. A withdrawal notice may also be sent by FAX but followed by the signed confirmation copy by post, so as to reach this office **not later than the deadline for submission of bids.**
- 13.3 Subject to clause 13, no bid shall be modified subsequent to the deadline for submission of bids.

D. BID OPENING AND EVALUATION

14. OPENING OF BIDS BY IIFPT

- 14.1 IIFPT shall open the **Technical bids (Envelope I and Envelope II)** in the presence of bidders or their authorized representatives who choose to attend, at 11.00 am on 14.06.2018. The bidder’s representatives who are present shall sign in an attendance

register. Representatives of companies should provide Authority letter with attested specimen signature from their respective organizations for participating in the bid opening. The financial bid of the bidders who are found Techno commercially non responsive will be rejected and returned unopened.

- 14.2 One representative for a bidder shall be authorized and permitted to attend the bid opening.

The bidder's names, bid prices, modifications, bid withdrawals and such other details as IIFPT, at its discretion, may consider appropriate will be announced at the opening.

- 14.3 The date fixed for opening of bids if subsequently declared as holiday by IIFPT the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

- 14.4 The financial bid will be opened only for bidders declared eligible and selected after techno-commercial evaluation. The financial bid will be opened on a date fixed after evaluation of techno-commercial bids and will be intimated to all eligible bidders at least two days in advance.

15. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, IIFPT may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

16. SELECTION PROCEDURE

- 16.1 Agencies found to fulfill eligibility conditions will be considered after verifications of eligibility criteria as per clause 1 & 9 of Section II.
- 16.2 The bidders shall be evaluated as per criteria given at clause 17 below.
- 16.3 If more than 5 bidders become eligible, the top 5 bidders will be short-listed based on the basis of evaluation as per criteria detailed below.
- 16.4 Short listed agencies shall be called to make a presentation of 15 minutes, if required.
- 16.5 Financial bids of the selected agencies only shall be opened. In case of non-finalization of deal with the selected agency, offer will be made to the agencies at Sr. No 2 & 3 in order of their ranking.

17. Bid Opening & Evaluation of Bids

17.1 The technical bids will be evaluated in two steps

- The bids will be examined based on eligibility criteria stipulated at Section-II-1 to shortlist the eligible bidders.
- The technical bids of only the short listed eligible bidders shall be evaluated based on technical specifications stipulated at Section-V
- The bidders whose technical bid is found to meet both the requirements as specified above will qualify for opening of the financial bid and will be informed about the date and time of the opening of the financial bid.
- The duly constituted Tender Evaluation Committee (TEC) shall evaluate the bids. The TEC shall be empowered to take appropriate decisions on minor deviations, if any.
- The bidder's name, bid prices, discounts and such other details considered as appropriate by IIFPT, Thanjavur will be announced at the time of opening of the financial bids.

17.2 Comparison of Bids

- Only the short-listed bids from the bid evaluation shall be considered for commercial comparison.
- The Financial bids will be evaluated on the basis of prices quoted.
- The contract will be awarded to lowest evaluated bidder.

17.3 Agency selected will be offered contract as per clause 19, Section-II of the Tender Document.

17.4 IIFPT reserves the right to offer the contract to a qualified bidder.

17.5 IIFPT's decision in regard to evaluation & selection shall be FINAL and binding on the Agency and same shall not be challenged by the agency either before Arbitration Tribunal or before the Court. The same shall be stand specifically excluded from the previewed of the Arbitration clause.

18 CONTACTING IIFPT

18.1 No bidder shall try to influence IIFPT on any matter relating to the bid.

18.2 Any effort by a bidder to influence IIFPT in IIFPT's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

19 AWARD of Contract

- 19.1 IIFPT shall evaluate as the most suitable by those eligible bidders whose offers have been found technically, commercially and financially acceptable and evaluated as the most suitable by IIFPT.
- 19.2 Award of work shall be considered on the basis of requirement as assessed by IIFPT.
- 19.3 A Purchase order will be issued by IIFPT to the selected Agency.
- 19.4 The Agency should supply the equipments as early as possible after the award of purchase order.
- 19.5 Upon the successful bidder furnishing of performance security pursuant to clause 4 Section III, IIFPT shall discharge the bid security in pursuant clause 9.

20 IIFPT'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

IIFPT reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of IIFPT's action.

21 JURISDICTION

- 21.1. This tender and or the contract or work order issued under this tender shall be governed by Laws of India and shall be exclusive jurisdiction of courts at Thanjavur.

SECTION III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The general condition shall apply in contracts made by IIFPT for the procurement of goods/services

2. PERFORMANCE SECURITY

- 2.1 The successful bidder shall be required to deposit 5% of the total value of the order as performance security, if the total value of the equipment including Bid Security is 2-5 lakhs and required to deposit 10 % of the total value of the order as performance

security, if the total value of the equipment including Bid Security is > 5 lakhs within 14 days of issue of letter of indent in the form of D.D*/Pay Order*/Fixed Deposit Receipt* / Bank Guarantee (performance security bond prescribed in Section VIII) from commercial bank drawn in favor of “The Director, IIFPT, Thanjavur” and the bank guarantee shall remain valid for 60 days beyond the date of completion of all contractual obligation of supplier including warranty obligation for the equipment/goods.

- 2.2 Otherwise Invoice value of 5 or 10 % as mentioned in point no. 2.1 will be kept as Performance Security deposit. The amount of performance security so withheld will be discharged after the warranty period is over.
- 2.3 If the contractor fails or neglects any of the bid obligations under the contract it shall be lawful for IIFPT to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.
- 2.4 The proceedings of performance security shall be payable to IIFPT as compensation for any loss resulting from Supplier/ Agency’s failure to complete its obligation under the contract.
- 2.5 The performance security bond shall be extended suitably in the event of extension of period of contract or till all obligations under the contract has been satisfied.

*Performance Security will not carrying any interest.

3. TRAINING

- 3.1 The selected agency shall provide training for operation and maintenance of supply of laboratory equipments supplied to staff of IIFPT at free of cost where required and asked for by IIFPT.
- 3.2 The agency shall provide all training material and documents.
- 3.3 Conduct of training of IIFPT staff shall be at Thanjavur.

4. PAYMENT TERMS

4.1 A. FOR INDIGENOUS SUPPLIES: -

90% Payment on bill basis after supply, satisfactory installation, commissioning and performance of the equipment at Thanjavur and after satisfactory certification by our Scientists concerned. The balance 10% including Bid Security will be released on completion of warranty period.

B. FOR IMPORTS:

Custom Duty Exemption Certificate (CDEC) will be issued only when the bid is quoted

in foreign currency in case of foreign made items only and meant for IIFPT, Thanjavur.

An arrangement of advance purchase of foreign DD in favour of principals / suppliers and photocopy of the same will be provided in advance. Original DD will be released only after supply / installation of the equipment.

Alternatively, the payment shall be made through irrevocable Letter of Credit (LC) through our bankers State Bank of India, RAJA MIRASUDAR HOSP. RD., branch, Thanjavur, Tamil Nadu. LC will be opened on 90% value of the equipment/item on CIF value and it shall be released on presentation of complete and clear shipping documents.

All bank charges outside India will be borne by the supplier. In case the delivery date of the contract is extended to take care of delay in supply, for which the supplier is responsible, the tenure of the letter of credit so extended, the expense incurred therefore such extension is to be borne by the supplier.

5. PRICES

- 5.1. The rates quoted for the laboratory equipments shall be for free delivery and installation at **IIFPT, Thanjavur**. However, equipment quoted in foreign currency must be quoted on **CIF basis**.
- 5.2. Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the price quoted by the supplier in his bid.
- 5.2. Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time.
- 5.3. In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/duties for the supplies made from the date of enactment of revised duties/taxes.
- 5.4. In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.
- 5.5. Any increase in taxes and others statutory duties/levies after the expiry of scheduled delivery date or award of contract/work order shall be to the supplier account. However, benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.

6. CHANGES IN PURCHASE ORDERS

- 6.1 IIFPT may, at any time, by a written order given to a Supplier/ Agency, make changes within the general scope of the contract related to terms & references, enlarging the scope, analysis or specifications.
- 6.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the Supplier/ Agency for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

7. DELAYS IN THE SUPPLIER/ AGENCY'S PERFORMANCE

- 7.1 Delivery of service and performance of the services shall be made by the Supplier/ Agency in accordance with the time schedule specified by IIFPT in its purchase order/work order/contract. It also covers Saturday/Sunday and other holidays where IIFPT may require services. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, IIFPT reserves the right either to short close /cancel this purchase order and/or recover liquidated damage charges equivalent to the maximum contract value and including forfeit value of the PBG. The cancellation/short closing of the order shall be at the risk and responsibility of the Supplier/ Agency and IIFPT reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.
- 7.2 Delay by the Supplier/ Agency in the performance of its delivery obligations shall render the Supplier/ Agency liable to any or all of the following sanctions, forfeiture of its performance security, imposition of liquidated damages, and/or termination of the contract for default.
- 7.3 If at any time during the performance of the contract, the Supplier/ Agency or subcontractor (s) should encounter condition impending timely delivery of the goods and performance of service, the Supplier/ Agency shall promptly notify to IIFPT in writing the fact of the delay, it's likely duration and its cause (s). As soon as practicable after receipt of the Supplier/ Agency's notice, IIFPT shall evaluate the situation and may at its discretion extend the period for performance of the contract.

7.3.1 If the supplies are not completed in the extended delivery period, the purchase order shall be short closed and both the performance securities shall be forfeited and penalty equivalent to the contract value.

8. FORCE MAJEURE

- 8.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of IIFPT as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 8.2 Provided, also that if the contract is terminated under this clause, IIFPT shall be at liberty to take over from the contractor at a price to be fixed by IIFPT, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the contractor at the time of such termination or such portion thereof as IIFPT may deem fit, except such materials, bought out components and stores as the contractor may with the concurrence of IIFPT elect to retain.

9. TERMINATION FOR DEFAULT

- 9.1 IIFPT may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier/ Agency, terminate this contract in whole or in part,
- i. If the Supplier/ Agency fails to deliver satisfactorily any or all of the goods & services within the time period (s) specified in the contract, or any extension thereof granted by IIFPT pursuant to clause 10;

- ii. If the Supplier/ Agency fails to perform any other obligation(s) under the Contract; and
 - iii. If the Supplier/ Agency, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as IIFPT may authorize in writing) after receipt of the default notice from IIFPT.
- a. In the event IIFPT terminates the contract in whole or in part pursuant to para 9.1 IIFPT may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Supplier/ Agency shall be liable to IIFPT for any excess cost for such similar services. However the Supplier/ Agency shall continue the performance of the contract to the extent not terminated.

10. TERMINATION FOR INSOLVENCY

IIFPT may at any time terminate the Contract by giving written notice to the Supplier/ Agency, without compensation to the Supplier/ Agency. If the Supplier/ Agency becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to IIFPT.

SECTION IV

Special conditions of the Contract:-

1. The special conditions of the contract shall supplement the 'Instructions to the Bidders' as contained in Section II & "General Conditions of the Contract" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.
2. If the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
4. Any clarification issued by purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
5. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
6. The bidder has to arrange demonstration of the product to be supplied at his own cost.
7. The Agency shall be responsible for compliance of all applicable laws, codes, statutory Regulations & established practice as required for performance of services under this contract. Whether now in force or which may hereinafter come in force during the currency of the contract and or extension thereof.
8. Invoices should be in the name of The Director, IIFPT, Thanjavur

SECTION V

SCHEDULE OF REQUIREMENTS

Sl.no.	Features	Specifications
1.	Resolution	3nm @ 30KV with tungsten filament in High Vacuum mode and 4.0 nm or better@30KV in Variable pressure or low vacuum mode. The definition of resolution and the method used to determine the same should be specified. Resolution claimed must be supported by printed literature.
2.	Magnification	Up to 3,00,000X or better. Minimum magnification should be specified.
3.	Accelerating voltage	Variable up to 30 kV or better.
4.	Probe current	Suitable for all applications, and should be up to 1μA or better.
5.	Electron gun	Thermionic emission type - Tungsten source
6.	Detectors	In-chamber SED (Everhart-Thornley). Dedicated and separate SE detector for low vacuum/ variable pressure mode. Back Scattered Electron Detector for using both in high vacuum and variable pressure. Detector should have capability of high sensitivity for low kV analysis. Specify built-in automatic/ manual control for contrast and brightness.
7.	Chamber	Large chamber with at least 6 or more accessory ports. Chamber design should allow changing of the specimens quickly. Chamber should be equipped with CCD camera or any suitable device to view the sample & stage inside the analysis chamber without interfering with EM detectors.
8.	Vacuum System	Fully automated microprocessor controlled vacuum system comprising of Turbo-Molecular Pump (TMP) (along with water chiller if water-cooled TMP) backed by Rotary pump (or) ion getter vacuum pumps, along with pneumatic valves. (Clarify if any in-built proper safety measures against failure of power supply, vacuum, water-flow, etc. are provided). This system should be compatible for gun and filament in order to protect both Gun/filament against air-exposure of specimen chamber during specimen loading/unloading. It should have capability to achieve low vacuum of 500 Pascal or better.
9.	Anti-Contamination	The SEM must be equipped with an oil free vacuum system (Turbo molecular pump & Ion pump) to avoid contamination.
10.	Specimen Stage	PC controlled 5 axis motorized stage with motorized stage movements equivalent to or better X ≥ 100 mm Y ≥ 50 mm Z > 25 mm Tilt ≥ -3 to 70° or more R = 360° Control of stage movement should be controllable through both computer and manual with joystick/track ball.
11.	Multi-specimen Holder	To hold many specimens (≥ 5), Sample holders for cross sectional view– 1 Number (optional); Stubs-20 Numbers.

12.	Energy Dispersive X-ray Detector	<p>Latest Integrated Field Effect Transistor technology based-Peltier Cooled Silicon Drift Detector with 30 mm² crystal area or higher detector area and with a resolution of 129 eV or better Mn Kα @100,000 cps.</p> <p>At the installation site, the detector should also show ≤ 70 eV at F-Kα and 60 eV \leq C-Kα at 100,000 cps, as per established ISO norms. The detector should have a Super Ultra-Thin Window/ Silicon nitride window for better light element performance and capability to detect from beryllium(Be) to Uranium (U).</p> <p>Supplied EDS server & analysis software should have capability to do Qualitative & Quantitative Analysis, Peak and Auto ID routine, Spectral Match Analysis, Database management and reporting, Elemental Mapping, Point Analysis, Line Scanning, Real time Phase mapping, Phase to Element and Element to Phase maps with specimen drift correction. Pile up correction and background noise reduction, simultaneous imaging and analysis should be possible. All these capabilities should be applicable for polished flat specimens, fractured samples and nanostructured particulate systems. User interactive qualitative and standard less/ standards based quantification with K, L, M, N line database. Real time elemental mapping with auto elemental identification, quantification based on ZAF, PhiZAF. Should have quantification algorithm for uneven surfaces and under tilted conditions. Pile up correction and background noise reduction, simultaneous imaging and analysis should be possible. Thin film analysis software with nanometer scale resolution in both space and depth capabilities should be quoted. The supplier should arrange for seamless interfacing, software, installation and commission for EDS. Data acquisition facility in the form of ASCII values of the EDS spectra.</p>
Sample preparation accessories		
13.	Sputter Coater	<p>Sputter coating unit for Carbon and Gold deposition should be provided.</p> <p>Coater with touch screen and digital display for adjusting all coating parameters like coating time, current etc. It should display all coating parameters.</p> <p>Coater should have capability for carbon coating too.</p> <p>Along with the coater, 2 Nos. of extra Gold-Palladium targets and 2 meter of carbon fiber/rod should be provided.</p> <p>The power requirements and gas requirements of sputter coater must be mentioned in the bid/offer.</p>
14.	Critical Point dryer	<p>CPD with digital display and temperature monitoring and control with thermal cut-out protection provision</p> <p>- Chamber dimensions should be minimum of 30mm x 40mm size</p>

		<ul style="list-style-type: none"> - Standard Specimen holders - Boat holders for tissues and liquids - Holders for microscope coverslips - Required CO₂ gas cylinder and required liquid CO₂ delivery tubes should be provided - O ring and L gasket set (including window and door bonded seals) - Spare bursting disc and retaining copper (Cu) washer - Steel bar for tightening/untightening the door - Flat wrench (for removing the window retaining ring) - Comprehensive manual - Pressure test certificate
15.	STEM detector	STEM detector for Dark Field and Bright Field imaging. 100 numbers of 3mm -TEM grids required.
16.	Accessories	<p>50 numbers of additional filament coupons needs to be provided.</p> <p>Specimen preparation kit - Necessary specimen kit for sample preparation with sufficient no of stubs etc. should be provided.</p> <p>Minimum 10 number of singles stubs and 2 number of multiple sample holders should be provided.</p> <p>System should be supplied with necessary tools for filament replacement and sample preparation.</p> <p>Necessary power backup support with minimum 10 kVA UPS with 2 hours backup under full load should be provided.</p> <p>Atleast 60 meters of carbon coated double adhesive tapes should be provided.</p> <p>Silver paste-50 grams should be provided.</p>
Other Requirements		
17.	User Interface	<p>High definition display system with 23'' LED or higher TFT monitor(s) for SEM image processing.</p> <p>One Color Laser Printer with photocopy/scanning facility with minimum speed of 20 pages per minute and 600 DPI should be provided.</p> <p>Control panel integrated to keyboard with control and adjustment knobs for frequently used SEM parameters (focus, magnification, etc.)</p>
18.	Computer	<p>Intel i7 processor, 2 TB HDD, 16 GB RAM, 2 GB graphics card, three year warranty including parts and labor.</p> <p>Windows 10 operating system to operate SEM and all attachments.</p> <p>All the computers for SEM and EDS must be imported /factory fitted and tested with pre-loaded softwares for operating these systems.</p>
19.	Software	Pre-loaded licensed software for total system control, including EHT,

		<p>lens supplies, scanning conditions, imaging, chamber pressure control, and image.</p> <p>Complete software for image analysis with dedicated particle size analysis (like particle size, size distribution Histogram, shape, etc), 3D imaging, super position of images etc.</p> <p>Image file in JPEG, TIFF and BMP formats.</p> <p>Software for controlling and analyzing the detectors chosen along with the SEM should be provided.</p> <p>Image from different detectors could be viewed simultaneously in a split-up view area of the monitor.</p>
20.	Future Upgradability	<p>The specimen chamber should be large and compatible to accommodate other detectors such as CRYO Transfer, WDS and Cathode luminescence detector (all these must be field installable) without any additional interfacing accessories at later stage.</p> <p>The system should have facility to integrate with co-relative microscopy at later date</p>
21.	Calibration standards	<p>Standard samples to check system calibration i.e., magnification etc. should be supplied along with the system.</p> <p>Faraday cup for probe current measurement, Cobalt standard for EDAX and Golden carbon Standard for SEM should be provided.</p>
22.	Spares and undertaking for spares	<p>An undertaking that the vendor will supply all the spares and services for the equipment for at least 10 years from the date of commissioning.</p>
23.	Pre-installation requirements	<p>Pre-installation requirements such as room size, tolerable limits of EM field and vibration (mechanical), required power rating, utility requirements are to be stated clearly, and to be verified/surveyed by the supplier at the installation site.</p>
24.	Environmental requirements	<p>Necessary environmental requirements, i.e., temperature, humidity etc during the operation of SEM/EDS system should be specified clearly.</p>
25.	Training and Support	<p>On-site training for 10 working days must be provided by factory trained engineer at the buyer's site free of cost.</p> <p>Additional training of 5 days after 3 months of installation should be provided.</p> <p>Service response time must be within 72 hours.</p> <p>The SEM must have provision for on-line diagnosis of faults.</p> <p>Remote diagnostics with internet connectivity (online support) with the manufacturer to solve hardware and software issues at site (IIFPT, Thanjavur, Tamil Nadu) should be provided.</p>
26.	Required Documents along with technical specifications	<p>The supplier must have sold at least 3 SEM within India in last 10 years.</p> <p>The supplier must provide a comprehensive list of users of quoted SEM model in India.</p> <p>They should also submit the name(s) of the service engineer(s) employed by them who is/are competent to service the equipment being quoted with their locations in India.</p>
27.	Compliance	<p>The supplier must submit technical brochures and proper application</p>

	Statement	<p>notes and manuals adequately explaining and confirming the availability of the features in the model of the equipment being quoted. The supplier must submit a table indicating the compliance of the features of the model of the equipment being quoted with those given in the indent.</p> <p>Features not matching – must be clearly indicated.</p> <p>Additional features and features in the quoted equipment which are better than those in the indent – may be clearly explained.</p>
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SECTION-VI

TECHNICAL BIDS

(To be sealed in separate Cover)

Specification of the equipment / item (in detail) to be purchased

S.N	Details of Technical Specifications	Whether complied with YES/NO	If yes, please attach Tech literature of the equipment duly printed & clearly specify page No of Bulletin which specifically confirm this	If no, attach deviation statement	Remarks (if any)

N.B.:- 1. All the bidders are requested to provide true statement in the columns. Concealing of facts will liable to be rejected the tender completely. No communication will be made in this regard.

2. Category of classification of the goods in its packing as per IATA definition inclusive of nature of sensitivity and volume of cargo.

Signature of Tenderer with
office seal

SECTION- VII

Price BID FORM

No: IIFPT/Admin/Tender / 2018-19/15

Date:

To

Director
Indian Institute of Food Processing Technology
Pudukkottai Road, Thanjavur – 613 005.

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos. (If any) the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide as per clause 8, section II in conformity with the said services to be rendered, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to commence deliveries within schedule time frame and to complete delivery of all the services specified in the contract within as per schedule calculated from the date of issue of your purchase order/RO.
3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for 5-10% of the cost of equipments.
4. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.
8. We have applied for following categories and have submitted required bid security as per clause 9.1, section II of tender document.

Category	Bid security amount
Supply of laboratory equipments	Rs.-----/-

9. We are eligible and submitted all documents for following category separately. The preferences of the categories are as follows. We understand the preference mentioned cannot be changed subsequently by us.

Category	Bid Submitted (Yes / No)
Supply of laboratory equipments	

Dated this day of 2018

Name and Signature -----

In the capacity of -----

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address.....

Signature

SECTION – VIII -BID FORM

PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA

1	2		3	4	5 price per unit					6	7	8
Schedule No.	Item description	Country of origin	Accounting unit & Quantity	Ex-factory/ex-warehouse/ex-showroom off-the shelf (a)	Excise Duty if any (b)	Packing and forwarding (c)	Transportation (d)	Insurance, other duties and taxes if any (other than sales tax) and incidental costs (e)	Incidental services (including supervision) (f)	Overall price (a+b+c+d+e+f)	GST tax payable, if awarded	Total price
Insurance coverage for the equipment up to IIFPT Thanjavur is mandatory												

Total bid price in Rupees: (in figures)
(in words)

Signature of bidder
Name
Business address

Place:
Date:
Note:

1. Organization will be provided DSIR Certificate (Tax exemption certification) to the Firms if required, so Firms will quote their rates accordingly.
2. In case of discrepancy between unit price and total price, the unit price shall prevail.

PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

1	2	3	4	5					6	7	8	9	10
Schedule No.	Item Description	Count of origin	Accounting unit & quantity	Unit price FOB port of loading (a)	Unit price CIF at port of entry (b)	Inland transportation charges, insurance and other local costs incidental (c)	Incidental services including supervision (d)	Custom duty payable amount (e)	Overall unit price (a+c+d+e)	Indian agent's name Commission	Total price	Indian agent's commission as a % of FOB price included in the quoted price	Shipment weight and volume

Insurance coverage for the equipment up to IIFPT Thanjavur is mandatory

Total bid price in foreign currency: (in figures)

(in words)

Signature of bidder
Name
Business address

Place: Date:

Note:

- i. In case of discrepancy between unit price and total price, the unit price shall prevail.
- ii. Indian agent's commission shall be paid in Indian rupees only. No change due to exchange variation shall be allowed.

SECTION IX

PERFORMANCE SECURITY GUARANTEE BOND

In consideration of IIFPT (herein after called the "IIFPT"}) having agreed to exempt _____ (hereinafter called "the said contractor(s)") from the demand under the terms and conditions of an agreement/(Purchase Order) No _____ dated _____ made between _____ and _____ for _____ for the supply of _____ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as "the bank") at the request of _____ (contractor(s)) do hereby undertake to pay to IIFPT an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or any reason of the contracts failure to perform said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demanded from IIFPT stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by IIFPT by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)' failure to perform the said Agreement or roll out the services as per schedule V & parameters for failure of compliance of intellectuals property rights. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of IIFPT in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We undertake to pay to IIFPT any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/Supplier/ Agency(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/Supplier/ Agency(s) shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of IIFPT under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till expiry of 90days beyond the date on which the warranty period of the equipment(s) expire.

5. We (name of the bank)_____ further agree with IIFPT that IIFPT shall have the fullest liberty without our consent and without affecting in any manner our obligations there under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by IIFPT against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of IIFPT or any indulgence by IIFPT to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of IIFPT in writing.

Dated the _____ day of _____ for

(Indicate the name of bank)

SECTION X

TENDER DOCUMENT FOR PURCHASE OF LABORATORY EQUIPMENTS TENDER NO. IIFPT/Admin/Tender / 2018-19/15 CHECKLIST FOR THE TENDERER

Name and Address of the Tenderer:	List of Equipment Quoted
EMD/Security Deposit	Document Charge/ Tender fee
EMD should be in the form of DD drawn in any Nationalized Bank in favour of The Director, IIFPT, Thanjavur	Document Charge/Tender fee should be in the form of DD drawn in any Nationalized Bank in favour of The Director, IIFPT, Thanjavur
DD No..... Dated..... For Rs..... Drawn on.....BankBranch	DD No..... Dated..... For Rs..... Drawn on.....BankBranch

***Supportive Documents must enclosed for fulfilling Eligibility criteria, to be submitted by the Tenderer**

1	Minimum three years experience in the field of supply of laboratory equipments	Yes/No
2	Annual Turnover for supply of laboratory equipments development at least Rs. 50.00 Lakhs (Rupees Fifty lakhs) in each of the last three years i.e. from 2014-15, 2015-16, 2016-17 as per P&L audited statement of account	Yes/No
3	A bid form and price schedule	Yes/No
4	Bid Security	Yes/No
5	Audited P&L Accounts for the last three years i.e. 2014-15, 2015-16, 2016-17	Yes/No
6	Registration Certificate/Certificate of incorporation, if any	Yes/No
7	Service Tax Registration	Yes/No
8	Copy of PAN./CIN No. of the Company	Yes/No
9	Self certification of full fledged office infrastructure	Yes/No
10	Lists of clients with reference in minimum five firms with name, designation and contact details	Yes/No
11	Authorized dealer Certificate from Manufacturer.	Yes/No
12	Brief on supply of laboratory equipments handled during last five years	Yes/No
13	List of offices/branches in India, with address and contact details	Yes/No
14	Contact Person Mobile No. & Land Line	Yes/No

Signature of the Tenderer

Date with Company Seal