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केन्द्रीय मात्स्यकी प्रौद्योगिकी संस्थान
CENTRAL INSTITUTE OF FISHERIES TECHNOLOGY
(भारतीय कृषि अनुसन्धान परिषद)
(INDIAN COUNCIL OF AGRICULTURAL RESEARCH)
विल्लिंगडन आइलैंड, मत्स्यपुरी पी. ओ., कोच्चिन-682 029
WILLINGDON ISLAND, MATSYAPURI P.O., COCHIN-682 029



***TENDER FOR THE SUPPLY OF
LCMS-MS WITH UHPLC FRONT END SYSTEM
FOR
REFERRAL LAB-VERAVAL***

Tender Enquiry No.: **F.No. 26-3/2017-Purchase(Ref.Lab-Veraval)**

(Click here to [view the tender in CPP Portal](#))

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NOTICE INVITING TENDER

CIFT invites e-tenders for the supply of **LC-MS/MS with UHPLC FRONT END SYSTEM** through the website www.eprocure.gov.in under two bid system from reputed manufacturers / suppliers.

Tender Enquiry No. : F.No. 26-3/2017-Purchase (Referral Lab-Veraval)	
Published Date	01.01.2018 - 16 10hrs
Pre-Bid Meeting	12.01.2018 - 1100 hrs
EMD Submission end date	23.01.2018- 10 00 hrs
Bid submission start date	01.01.2018 - 16 20 hrs
Bid submission end date	22.01.2018 - 1100 hrs
Technical bid opening date	23.01.2018 - 1130 hrs

IMPORTANT NOTES:-

1. Tender Documents can be downloaded from CIFT website www.cift.res.in or from the Central Public Procurement Portal www.eprocure.gov.in. Bidders should enroll / register in the e-procurement module of Central Public Procurement Portal through the website :www.eprocure.gov.in for participating in the bidding process. Bidders should also possess a valid DSC for online submission of bids.
2. **Bids received on e-tendering portal only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.**
3. **There will be a pre-bid meeting on 12th January, 2018 at 11.00 AM at CIFT, Cochin. Representatives from the firm who wish to quote for the item are requested to attend the meeting.**
4. CIFT reserves the right to accept / reject any or all the tenders in part /full without assigning any reason thereof.
5. CIFT will not be responsible for any delay in enrollment / registration as bidder or submitting /uploading the offer on e-tender portal. Hence, bidders are advised to register in e-tendering website www.eprocure.gov.in and enroll their Digital Signature Certificate and upload their quotation well in advance.
6. Any change / corrigendum/ extension of opening date in respect of this tender shall be issued through websites only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit our website for updates.

Place: Kochi
Date: 01.01.2018

(K.B.Sabukuttan)
Asst. Admn. Officer (P)
FOR DIRECTOR

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INSTRUCTIONSTOTHE TENDERERS

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

1. For Online Bid Submission, as per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates.

More information useful for submitting the online bids on the CPP Portal is available at [“Bidders Manual Kit”](#)

ForRegistration

2. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link [“OnlineBidder Enrollment”](#). Enrolment on the CPP Portal is free of charge.
3. Foreign Bidders have to refer [“DSC details for foreign Bidders”](#) (☞ click here to view) for Digital signature Certificates requirements which comes under Download Tab at <http://eprocure.gov.in/eprocure/app?page=StandardBiddingDocuments&service=page> and the remaining part is same as above and below.

GENERAL CONDITIONS OF CONTRACT (GCC)
(For High Value Purchase)

Bidding Document No. F. 26-3/2017-Purchase (Referral Lab -Veraval) Date: 01.01.2018

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

In this contract the following terms shall be interpreted as indicated;

- a) “IFB” means invitation for Bids
- b) “ITB” means instruction to Bidders.
- c) “GCC” means General Conditions of Contract
- d) “RC” means Rate Contract.
- e) “Contract” means a legal agreement entered into between the purchaser and the supplier, as recorded in the agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- f) “Contract Price” means the price payable to the supplier under a contract for the full and proper performance of its contractual obligations.
- g) “Goods” means all the items, materials, equipment and/or machinery, which the supplier is required to supply to the purchaser in terms of a contract.
- h) “Service” means the services ancillary to the supply of the goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the supplier covered under a contract.
- i) “Purchaser” means the buyer named in bidding document and in the corresponding contract, purchasing the goods ordered and includes its successors and/or assignees.
- j) “Consignee” means the individual or body to whom the contracted goods are required to be delivered as per the terms and the conditions incorporated in a contract.
- k) “Supplier” means the individual or firm supplying the goods under a contract and includes its successor and/assignees.
- l) “Day” means calendar day of the Gregorian Calendar.
- m) “Month” means calendar month of the Gregorian Calendar.

2. Application

- 2.1 These general conditions of contract (as contained in this section) shall apply to the extent they are not superseded by provisions in other parts of the contract:

3. Country of origin

- 3.1 All goods and services supplied under the contract shall have their origin in India or in the countries, with which the Government of India has trade relations.
- 3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing and substantial or major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the supplier.

4. Standards

- 4.1 The goods supplied under this contract shall conform to the standards mentioned in the 'Technical Specification's and when no applicable standard is mentioned, to the latest authoritative standards as applicable to the goods country of origin.

5. Use of contract documents and information

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Also, disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information enumerated in GCC sub-clause 5.1 except for the purposes of performing the contract.
- 5.3 Every document other than the contract itself, mentioned in GCC sub-clause 5.1, shall remain the property of the purchaser and shall be returned (in all copies) to the purchaser on completion of the supplier's performance under the contract, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall at all times indemnify the purchaser, free of cost, against all third-party claims of infringement of patent, trade mark or industrial design rights arising from use of the goods or any part thereof in India.

7. Performance security

- 7.1 Within 21(twenty one) days after the issue of notification of award by the purchaser, the supplier, shall furnish performance security to the purchaser for an amount of 10% (ten per cent) of the contract value, valid up to 60(sixty) days after the date of completion of all contractual obligations by the supplier, including the warranty obligation.
- 7.2 In the event of any correction of defects or a replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of twelve months from the date of the correction/replacement and the Performance Security for the proportionate value (which will be determined by the purchaser in consultation with the supplier) shall be extended by 60(sixty) days over and above the extended warranty period.
- 7.3 In the event of any contract amendment, the supplier shall, within 21(twenty one) days of issue of such amendment, furnish the necessary amendment to the Performance Security, rendering the same valid in all respects in terms of the contract, as amended.

- 7.4 The proceeds of the Performance Security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 7.5 The performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:
- a) Cash in Indian currency
 - b) Demand Draft on any scheduled commercial bank in India, to be drawn in favour of the purchaser as indicated in the Schedule of Requirements.
 - c) Bank Guarantee issued by a scheduled commercial bank in India, in the prescribed form provided in section VII/4 of this bidding document.
- 7.6 Subject to GCC sub-clause 7.4 above, the performance security will be discharged by the purchaser and returned to the supplier on completion of the supplier's contractual obligations including the warranty obligations under the contract.

8. Inspection and tests

- 8.1 The purchaser and/or its nominated representative(s) shall have the right to inspect and/or to test the goods to confirm their conformity to the contract specification and other technical details incorporated in the contract at no extra cost to the purchaser. The schedule of Requirements and the Technical Specification, incorporated in the bidding document, shall specify what inspections and tests, the purchaser requires and where and how they are to be conducted. The purchaser shall notify, in advance, the supplier in writing, of the identity of any representatives for this purpose.
- 8.2 The inspections and tests may be conducted on the premises of the supplier or its subcontractor(s), at the point of delivery and/or at the goods final destination. If conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the inspectors at no charge to the purchaser.
- 8.3 Should any inspected or tested goods fail to conform to the required specifications and standards, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternations
- 8.4 Necessary to meet the specifications and standards, as required free of cost to the purchaser and resubmit the same to the purchaser for conducting the inspections and tests again.
- 8.5 Where the contract stipulates pre-despatch inspection by the purchaser's nominated inspecting agency, the supplier shall put up the goods for inspection to the inspecting agency well ahead of time so that the inspecting agency is able to complete the inspection within the stipulated delivery period. If the goods are tendered for inspection at the last moment without providing reasonable time to the inspection agency for completing the inspection, the inspecting agency may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expenses of the supplier. The fact that the items have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms and conditions of the contract.

8.6 The purchaser's right to inspect, test and, where necessary, reject the goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by purchaser or its representatives prior to the despatch of the goods from the country of origin or from the supplier's Security deposit for P.O.L. premises.

8.7 Nothing in GCC clause 8 shall, in any way, release the supplier from any warranty or other obligations under the contract.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during their transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperature, humid weather and precipitation during transit and open storage. The sizes and weights of the packing cases shall also take into consideration, where applicable, the available inland mode(s) of transport in India, the remoteness of the goods final destination and the absence of heavy handling facilities at all points in transit. Further, limitations and/or mandatory instructions, if any, in the weights, volumes and sizes of the packages shall also be taken care of by the supplier.

9.2 The packing marking and documentation within and outside the package shall comply strictly with such special requirements, if any, as shall be expressly provided for in the contract, including additional requirements, if any, specified in the **Scheduled of Requirements** and any subsequent instructions given by the purchaser.

9.3 Packing Instructions:

The supplier will be required to make separate package for each consignee named in the contract. Each package will be marked by the supplier at its own expense, on three sides with indelible ink/paint, with the following details:

- a) contact no. and date
- b) name and address of the consignee
- c) name and address of the supplier
- d) brief description of goods
- e) gross weight and outer dimension of the package
- f) country of origin of goods
- g) packing list reference no. and
- h) any other requirement, relevant to the contract.

10. Delivery of goods

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified by the purchaser in the notification of award and in the contract.

10.2 For the purposes of the contract, “FOB”, “CIF”, “CIP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them in the current edition of “Incoterms” which are international commercial shipping terms, published by International Chamber of Commerce, Paris, France.

10.3 The delivery & installation of the goods shall be done at Veraval Research Centre of CIFT, Matsya Bhavan, Bhidia Plot, Veraval – 362 269, Gujarat.

11 Transportation

11.1 Where the supplier is required under the contract to deliver the goods F.O.B., transportation of the goods, up to and including the point of putting the goods on board the vessel at the specified port of loading, shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price.

11.2 Where the supplier is required under the contract to deliver the goods C.I.F or C.I.P., transportation of the goods to the port of destination or such other specified place of destination in India, as shall be mentioned in the contract, shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price.

11.3 Where the supplier is required under the contract to deliver the goods CIF or CIP within India, the supplier shall arrange the shipment by Indian flag vessels or vessels belonging Conference Lines in which India is a member. Where the supplier is required under the contract to deliver the goods F.O.B and also to arrange on behalf and at the expenses of the purchaser for ocean transportation on Indian flag vessels or vessels of Conference Lines in which India is a member country, the supplier may arrange for such transportation or alternative carriers also, if the Indian flag vessels or Conference Line vessels are not available to transport the goods within the time frame specified in the contract. However, before arranging such alternative transportation, the supplier shall obtain prior concurrence of the purchaser for the same.

11.4 The supplier shall not arrange part-shipments and/or transshipment without the prior written consent of the purchaser.

11.5 In case of the supplier violates any of the aforementioned instructions, the supplier shall be liable for all consequences (including financial loss) that the purchaser may face due to such violations.

12. Insurance

12.1 The goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery as indicated below in this clause (viz. GCC clause 12).

12.2 Where delivery of the goods is required by the purchaser on C.I.F. or C.I.P, basis, the supplier shall arrange and pay for the cargo insurance, naming the purchaser as the beneficiary. Where delivery is on F.O.B. basis, the insurance shall be the responsibility of the purchaser.

- 12.3 In the case of a contract on C.I.F. or C.I.P. basis, the insurance shall be for an amount equal to 110% (one hundred and ten per cent) of the CIF or CIP value of the goods from “warehouse to warehouse” (final destination) on “all the risks” basis including war risks and strikes

13. Distribution of dispatch documents

- 13.1 The shipping and other documents as well as dispatch details to be furnished by the supplier to the purchaser and/or to the purchaser’s nominated authorities to enable the purchaser and/or its nominated authorities to clear and/or accept the goods will depend on the mode of dispatch of the goods and the terms of delivery, as specified in the Schedule of Requirements and in the contract and, subject to the same, the instructions in this regard will be as indicated below:-

- a) For goods supplied from abroad:

Within 24 hours of shipment, the supplier shall notify the purchaser and its nominated authorities (as specified in the contract) and the insurance company by cable or telex or fax, the full details of the shipment including contract number, description of goods, quantity, the vessel, the bill of lading number and date/airway bill number and date, port of loading, date of shipment, port of discharge, expected date of arrival at the port of entry etc. further, the supplier shall also immediately dispatch by registered air-mail the specified number of copies of the following documents to the above authorities.

- i) Supplier’s invoice showing contract number, description of goods, quantity, unit price and total amount;
- ii) Original and copies of the negotiable, clean , on-board bill of lading marked freight to pay and copies of non-negotiable bill of lading;
- iii) Copies of packing list identifying the contents of each package;
- iv) Insurance certificate;
- v) Manufacturer’s /suppliers warranty certificate;
- vi) Pre-despatch inspection certificate issued by the purchaser’s nominated inspection agency (if so specified) and the supplier’s factory inspection report;
- and
- vii) Certificate of origin

The above documents shall be received by the purchaser and other authorities mentioned above at least one week before the arrival of goods at the port or place of arrival and, if not received, the supplier will be responsible for any consequent expenses.

- b) For goods supplied from within India:

Within 24 hours of despatch of the goods, the supplier shall notify the complete despatch details to the purchaser and/or the purchaser’s nominated authorities (as specified in the contract) and the insurance company. The supplier shall also mail the specified number of copies of the following documents to them:

- i) The supplier's invoice showing contract number, description of goods, quantity, unit price and the total amount;
- ii) Railway receipt of Delivery note;
- iii) Packing list identifying contents of each package;
- iv) Insurance Certificate
- v) Manufacture's/Supplier's warranty certificate
- vi) Pre-despatch inspection certificate issued by the purchaser's nominated inspection agency (is so specified) and the supplier's factory inspection report; and
- vii) Certificate of origin

The purchaser shall receive the documents at least one week before the arrival of the goods (except where it is handed over to the consignee with all the documents) and if not received, the supplier will be responsible for any consequent expenses.

The documents to be provided by the supplier for claiming payment are specified in GCC clause 17 ("Payment")

14. Incidental service

14.1 The purchaser may include in the contract any or all of the following services and/or some additional service, if specified in the **Schedule of Requirements** and the supplier is required to provide the same:

- a) performance or supervision of on-site assembly and/or start-up of the supplied goods.
- b) furnishing of tools required for assembly and/or maintenance of the supplied goods.
- c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
- d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed to by the parties, provided that this service shall not relieve the supplier of any warranty obligations under the contract, and
- e) training, the purchaser's personnel, at the supplier's plant and/or on-site, in assembly start-up, operation, maintenance and/or repair of the supplied goods.

14.2 Prices charged by the supplier for the above-mentioned incidental services, if not included in the quoted price for the goods, shall be quoted separately in the bid itself and shall not exceed the prevailing rates, charged to other parties by the supplier for similar services.

15. Spare parts

15.1 As specified in the **Schedule of Requirements**, the supplier may be required to provide any or all of the following materials, notifications and information pertaining to spare parts manufactured and/or distributed by the supplier.

- a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this will not relieve the supplier of any warranty obligations under the contract; and
- b) in the event of termination of production of the spare parts:

- i) advance notice to the purchaser of the pending termination in sufficient time to permit the purchaser to procure needed requirement; and
- ii) immediately following such termination, furnishing at no cost to the purchaser, the blueprints, drawing and specifications of the spare parts, if requested.

15.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods. Other spare parts and components shall be supplied as promptly as possible but in any case within three months of placement of order and opening the letter of credit.

16. Warranty

- 16.1 The supplier warrants that the goods supplied under the contract is new, unused, of the most recent of current models and incorporated all recent improvement in design and materials unless provided otherwise in the contract. The supplier further warrants that the good supplied under the contract shall have no defect arising from design, materials (except when the design adopted and/or the material used are as per the purchaser's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 16.2 This warranty shall remain valid for 36(thirty six) months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser in terms of the contract or for 18(eighteen) months from the date of despatch from the supplier's works for domestic goods or for 21 (twenty one)months after the date of shipment from the port or place of loading in the source country for imported goods, whichever is earlier, unless specified otherwise in the **Schedule of Requirements**.
- 16.3 The purchaser shall promptly notify the supplier in writing of any claim arising under this warranty.
- 16.4 Upon receipt of such notice, the supplier shall with all reasonable speed (or within the period, if specified in the **Schedule of Requirements** and the contract), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced parts/goods thereafter.
- 16.5 In the event of any correction of a defect or replacement of any defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 (twelve) months from the date such corrected/replaced material starts functioning to the satisfaction of the purchaser.
- 16.6 If the supplier, having been notified, fails to remedy the defect(s) within a reasonable period (or within the period, if specified in the **Schedule of Requirements** and the contract), the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier, under the contract.

17 Payment

17.1 The payment shall be made in the currency/currencies specified in the contract. The supplier shall send its claim (with relevant documents, as required) to the appropriate paying authority as specified in the **Schedule of Requirements** and the contract. Before claiming any payment, the supplier shall ensure that all the contractual obligations for claiming that payment have been duly fulfilled.

17.2 The payment shall be made in the following manner and on production of the following documents:

A) Payment for goods supplied from abroad:

i) on shipment:

90% of the contract price shall be paid through irrevocable letter of credit established in favour of the foreign supplier in a scheduled commercial bank in India or a bank in the supplier's country acceptable to the purchaser, upon submission of the following documents:

- a) Certified copy of the fax sent by the supplier to the purchaser and others as per GCC sub-clause 10.3(a)
- b) 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 supplier goods
- c) Original clean on board bill of lading marked freight pre-paid consigned to the interim/port consignee evidencing description of the goods, quantities, relevant details about the contract number etc.
- d) Packing list, identifying contents of each package.
- e) Insurance policy or certificate in duplicate endorsed in blank with claims payable in India in the currency of the Letter of Credit
- f) Manufacturer's/supplier's warranty certificate and supplier's factory inspection report.
- g) Pre-despatch inspection certificate issued by the purchaser's nominated inspection agency, if so specified
- h) Certificate of origin
- i) Supplier's certificate confirming that the required documents have been sent to all concerned in terms of GCC sub-clause 10.3(a)
- j) Supplier's certificate confirming that the amount 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.
- k) Any other document(s) and/or modification of above documents specified in the **Schedule of Requirements** and the contract.

ii) on final acceptance

10% of the contract price of goods received shall be paid within 30(thirty) days of receipt of goods on submission of the claim supported by the acceptance certificate issued by the purchaser or the purchaser's nominated representative in the proforma given in section..... of the bidding documents.

iii) payment of agency commission:

Payment shall be made in Indian rupees within 30 (thirty) days of presentation of claim supported by a certificate from the purchaser confirming that the goods have been delivered, full 100% payment has been made to the foreign supplier and all other contractual obligations, have been performed by the supplier and its agent for claiming this payment.

This payment (towards agency commission) will be made by the purchaser's specified in the contract and not through Letter of Credit.

B) Payment for goods supplied from India:

Payment shall be made in Indian rupees by the purchaser's paying authority, as specified in the contract (and not through Letter of Credit), in the following manner.

i) on delivery:

90% of the contract price shall be paid on receipt of the goods by the consignee and upon submission of following documents to the paying authority:-

- a) The supplier's invoice showing contract number, description of goods, quantity, unit price and the total amount;
- b) Railway receipt of Delivery Note
- c) Packing list identifying contents of each package;
- d) Insurance certificate;
- e) Manufacturer's/Supplier's warranty certificate;
- f) Pre-despatch inspection certificate issued by the purchaser's nominated inspection agency, if so specified and the supplier's factory inspection report.
- g) Certificate of origin
- h) Provisional receipt certificate for the corresponding delivery issued by the consignee; and
- i) Any other document(s) and/or modification of above documents specified in the **Schedule of Requirements** and the contract.

ii) on final acceptance;

The remaining 10% of the contract price shall be paid to the supplier within 30m(thirty) days of receipt of its claim, duly supported by the final acceptance certificate for the corresponding delivery issued by the purchaser's representative in the proforma given in section.....of the bidding documents.

C) Payment for incidental services and supervision:

The incidental services and supervision, if required separately, will be specified in the **Schedule of Requirements** and in the contract. The payment terms applicable for such services and supervision will also be specified therein.

17.3 Operation of the Letter of Credit:

- i) The payments effected through letter of credit, shall be subject to the latest Uniform Customs and Practice for Documentary Credit, of the international Chamber of Commerce;

- ii) If requested specifically by the supplier, the letter of credit will be confirmed but the cost for the same shall be charged to the supplier's account.
- iii) If the letter of credit is required to be extended/reinstated for reasons not attributable to the purchaser the charges thereof shall be to the supplier's account.

18. Prices

- 18.1 Prices charged by the supplier for the good supplied and the services performed under the contract shall not vary from the prices quoted by the supplier in its bid with the exception of any price adjustment authorized in the **Schedule of Requirements**.

19. Modification of contract

- 19.1 The purchaser may at any time, by a written order given to the supplier pursuant to GCC clause 31, make changes and modifications within the general scope of contract in any one or more of the following:
 - a) drawing, designs or specifications, where goods to be supplied under the contract are to be specifically manufactured for the purchaser
 - b) the mode of packing
 - c) the mode of dispatch
 - d) the place of delivery
 - e) the services to be provided by the supplier, and/or
 - f) any other area(s) of the contract, depending on the merits of the case.
- 19.2 If any such change causes an increase or decrease in the cost of or in the time required for the supplier's performance of any provision under the contract an equitable adjustment shall be made in the contract price or contract delivery schedule or both and the contract shall be amended accordingly. Any claim by the supplier for adjustment under this clause must be asserted within 21(twenty-one) days from the date of the supplier's receipt of the purchase's amendment/modification of the contract.
- 19.3 Subject to GCC sub-clauses 19.1 and 19.2 no variation in or modification of the terms of the contract shall be made except by written amendment signed by both the parties.

20 Assignment

- 20.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract except with the purchaser's prior written consent.

21 Sub Contracts

- 21.1 The supplier shall notify the purchaser in writing of all sub-contracts awarded under the contract, if not already specified in its bid. Such notifications, in its original bid or later, shall not relieve the supplier from any liability or obligation, whatsoever, under the contract.
- 21.2 Subcontract shall be only for bought-out items and sub-assemblies.
- 21.3 Subcontracts must comply with the provisions of GCC clause 3

22 Delays in the supplier's performance

22.1 Delivery of the goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser in the “**Schedule of Requirements**”

22.2 Except as provided under GCC clause 25, any unexcused delay by the supplier in maintaining its contractual delivery obligations shall render the supplier liable to any or all of the following sanctions:

imposition of liquidated damages
forfeiture of its performance security and/or
termination of the contract for default.

22.3 If at any time during the performance of the contract, the supplier or its subcontract(s) should encounter conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the

delay, its likely duration and its cause(s). After the receipt of the supplier's notice, the purchase, as soon as practicable, shall evaluate the situation and may at its discretion extend the supplier's time for performance, in which case the extension of the delivery period shall be ratified by issuing an amendment to the contract.

22.4 The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before despatch. In case the supplier despatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/or any other expense related to such supply shall lie against the purchaser.

23. Liquidated damages

23.1 Subject to GCC clause, 25, if the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract, price, as liquidated damages, a sum equivalent to 0.5% (half percent) of the delivered price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10% (ten percent) of the delayed goods or services contract price. Once the maximum is reached, the purchaser may consider termination of the contract, if the same have not been terminated already.

Further during the above mentioned delayed period of supply and/or performance the supplier, notwithstanding any stipulation in the contract for increase in price for any ground, shall not be entitled to any increase in price and cost, whatsoever, which take place during the period of delay. But nevertheless, the purchaser shall be entitled to the benefit any decrease in price and cost on any ground during that period of delay.

24. Termination for default

24.1 The purchaser, without prejudice to any other remedy for breach of contract, may by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other

contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 22.

- 24.2 In the event the purchaser terminates the contract in whole or in part pursuant to GCC sub-clause 24.1, the purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, goods and/or service similar to those undelivered and the supplier shall be liable to the purchaser for any excess cost for such similar goods and/or services. However, the supplier shall continue to perform the contract to the extent not terminated.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC clause 22, 23, and 24, the supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that is delay in performance or other failure to perform its obligations under the contract is the result of an event of Force majeure.
- 25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to acts of the purchaser in its sovereign capacity wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 25.3 If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for insolvency

- 26.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser may terminate the contract by giving written notice to the supplier, without any compensation to the supplier, provided, that such termination will not prejudice or affect any right of action or remedy which has accrued and/or will accrue thereafter to the purchaser.

27. Termination convenience

- 27.1 The purchaser by written notice sent to the supplier may terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for the purchaser's convenience the extent to which performance of the supplier under the contract is terminated and the date with effect from which such termination becomes effective.
- 27.2 The goods that are complete and ready for shipment within 30(thirty) days after the supplier's receipt of notice of termination shall be accepted by the purchaser at the contract terms and prices. For the remaining goods, the purchaser may elect:
- a) to have any portion completed and delivered at the contract terms and prices; and/or

- b) to cancel the remainder and pay to the supplier an agreed amount for partially completed goods and services and for materials and parts procured by the supplier for fulfilling the contractual obligations.

28. Resolution of disputes

- 28.1 If any dispute or different of any kind shall arise between the purchaser and the supplier in connection with or arising out of the contract the parties shall make every effort to resolved the same amicably by mutual consultations.
- 28.2 if, after thirty (30) days, the parties, have failed to resolve their dispute or different by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 28.3 Any dispute or difference, in respect of which a notice of intention to commence arbitration has been given in accordance with GCC sub-clause 28.2, shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.
- 28.4 The dispute resolution mechanism to be applied pursuant to GCC sub-clause 28.2 shall be as follows:-
 - a) In the case of a dispute or different arising between the purchaser and the supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of three arbitrators, one each to be appointed by the purchaser and the supplier. The third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of thirty days from the appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appointed by the Indian Council of Arbitration or President of the Institution of Engineers (India).
 - b) The decision of majority of arbitration shall be final and binding upon both the parties.
 - c) The cost and expenses of the arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be each party itself.
- 28.5 However, where the value of the contract of Rs.15 lakhs (Rupees one and a half million) and below, the disputes or differences arising in it shall be referred to a sole arbitrator. The sole arbitrator shall be appointed by mutual agreement between the parties. If the parties fail to agree on the arbitrator within 30 (thirty) days from the receipt of a request by one party from the other Arbitration or the President of the Institution of Engineers (India).
- 28.6 The venue of arbitration shall be the place from where the contract is issued.

29. Governing language

- 29.1 The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written in English.

30. Applicable law

- 30.1 The contract shall be interpreted in accordance with the laws of India.

31. Notices

- 31.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by cable telex or facsimile and confirmed in writing to the address specified in the “**Schedule of Requirements**”.
- 31.2 A notice shall be effective when delivered or on the notice’s effective date whichever is later.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees and other such levies imposed outside India.
- 32.2 a local supplier shall be entirely responsible for all taxes, duties, license fees etc. incurred until delivery of the contracted goods to the purchaser.
32. Further instruction if any shall be as provided in the “Schedule of Requirements”

SCHEDULE OF REQUIREMENTS

There are three parts under Schedule of Requirements

Part-1 mentions the details of requirements and allied services, schedules-wise separately. Part-2 provides the specific information and details in relation to the corresponding clauses of section II (Instructions to Bidders). Part-3 provides specific information and details in relation to the corresponding clauses of section-III (General Conditions of Contract). Provision of clause 4.2 of instruction to Bidders shall apply.

Part-1, Part-2, and Part-3 applicable for this bidding documents are provided in the subsequent pages.

Part-1 of Schedule of Requirements

Schedule – 1

Sl.No.	Brief description of goods	Accounting unit	Quantity required
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Installation testing and commissioning should be carried out.

Please note the ITB for strict compliance, failing which the bid will be rejected.

Amount of Bid Security: Rs.2,60,000/-

Note:

(While indicating the brief description of goods, there may be some allied services also required such as installation, commissioning, training etc. Each of the service required may be indicated below for the bidder to quote his specific rate for the service. The corresponding time schedule for commencement and completion of such services should also be indicated. The reference should also be drawn to the corresponding detailed specification and other quality control requirements, to be provided under section-V, scope of additional incidental services, if required is also to be listed here if the SBD contains more than one schedule, each schedule should be projected separately under separate sheets. Corresponding specification and other technical details should also be provided in separate sheets accordingly, under section-V)

Part-2 of Schedule of Requirements

.....
.....
.....

Part-3 of Schedule of Requirements

.....
.....
.....

TECHNICAL SPECIFICATIONS

LC-MS/MS WITH UHPLC FRONT END SYSTEM inclusive of all accessories viz., Nitrogen Generator, UPS, Computer, etc.

The LCMSMS system capable of analysing qualitatively and quantitatively, trace levels of residues of antibiotics, pesticides, aflatoxins, other mycotoxins, dyes etc in various food matrices as per latest international standards. The quote should include necessary columns, application methods, libraries etc. for analysing the above

A. Bench top High Sensitivity Triple Quadrupole Mass Spectrometer – LC-MS/MS System

Mass Range, amu	5 -2000 amu
Resolution	Better than Unit mass FWHM(Full Width Half Maximum) < 0.7
Mass Stability	0.1 Da over 24 hours
Sensitivity	ESI positive MRM mode on m/z - 609-195 at unit resolution of 1 picogram Reserpine on column should give S/N ratio >90000:1 ESI Negative MRM mode in unit resolution for 1 picogram Chloramphenicol on column should have an S/N ratio > 60000:1
Scan speed	Should have the scan speed of 12,000 amu per sec or above
Source Interface	Two different ionization sources i.e., dedicated ESI Ionization Source and Dual Ionization Source must be offered Orthogonal off-axis spray (Electrospray) or any other equally efficient technology capable of avoiding interference from solvents and other extraneous matter. Interface should maintain cleanliness of ion optics and capable of handling large batches of complex samples Capable of handling large batches of complex sample for long period of time without performance degradation Cleaning of source should be done without venting the system and facility to vacuum interlock Interface capable of ambient temperature operation and without complex apertures to maintain structural integrity of thermally labile and fragile molecules.
Polarity switching time	+ve / -ve polarity switching time between alternate MRM scans should be 50 msec or less
Vacuum System	Robust high efficiency vacuum system with minimum maintenance and utility with low noise level. Vacuum read backs must be digitally monitored and controlled through software to ensure fail-safe operation in the event of power failure. All accessories required for the proper functioning of the vacuum system should be included.
Quadrupoles	High quality mechanical tolerance and minimum coefficient of thermal expansion for high standard of mass stability in varying lab temperature conditions. Prealigned filters to ensure excellent focusing of ions into Quadrupoles for high sensitivity and better resolution. Support to minimize the ion losses for better sensitivity in ion optics. Neutrals and gas load are passively removed for enhanced transmission

	with the ions actively transferred into the mass analyzer, improving sensitivity and robustness
<i>Collision Cell</i>	To allow very low dwell times allows inter channel delays (1 milliseconds or better) without sacrificing sensitivity. Eliminate cross talk to enable multiple MRM studies with a single run. Fast data collection of at least 500 MRM data points per sec or better without compromising performance MS and MS/MS along with matrix monitoring to be performed in single run
<i>Gas Control</i>	All gases must be controlled by the software.
<i>Dynamic range</i>	5 orders of magnitude or better
<i>Operating modes</i>	Mass spectrometer should have the following scan options: Full scan Selected Ion monitoring/ recording (SIM/SIR) Product ion scan Precursor ion scan Neutral loss scan Multiple Reaction Monitoring (MRM) MS and MS/MS in a single injection with matrix background monitoring) Simultaneous full scan and MRM
<i>Detector</i>	An off-axis dynolite photomultiplier/Electron Multiplier detector Detector must operate in both positive and negative ion modes. Capable of switching polarity rapidly.
<i>Nitrogen Generator</i>	Should be supplied with the system along with the trouble free inbuilt compressor and appropriate capacity reservoir which should be sufficient enough to deliver the gases required to run the system Should be complete with all necessary accessories
<i>Computer and Operating system</i>	Core i5 Processor, 8 GB Ram, 1 TB Hard disk, DVD Writer, 21" led monitor, Window 7 Operating System with Laserjet Printer
<i>Workstation Software</i>	Software must be Multitasking type. It must acquire and process the data simultaneously 21 CFR Part 11 compliance should be offered. Must be capable of performing the following functions and should be upgradable. Workstation must be able to control the MS, acquire, store, process and reproduce the data by the same computer. Workstation must be able to control LC, Detector and auto sampler. It must be able to regulate the gas pressure and flow during the data acquisition and append to the relevant data file. Software must have automated calibration and Quantitative optimization. Automated MS to MS/MS switching during a single run with user selectable criteria Technology for the system optimization and status monitoring, performing the following parameters: System parameters checks and alerts Automated SIR and MRM method Development. MS and MS/MS in a single run

<i>Method Package</i>	Method package for Pesticide Residues and Veterinary Drugs should be offered with complete MRM transitions, Collison energy and optimized voltage potential.
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B. Ultra High Performance Liquid Chromatography System

Pump	High Pressure Binary Gradient System consisting of two individual pumps should be offered Pressure tolerance up to 18,000 psi or better Online membrane Vacuum Degasser – 5 channel Operating flow range: 0.010-2.0ml/min with 1µl increments Plunger seal wash Integral, active, programmable Gradient profiles Flow Accuracy: ± 1.0 % or better Flow precision: 0.075 % RSD or better
Solvent Selection	Solvent selection between A & B should be offered
Auto Sampler with Sample Cooler	Number of samples : 100 Nos. of 1.5mL vials or equivalent Pressure tolerance 18,000 psi or better Injection volume range: 0.1-50µl in 1.0 µL increments Sample delivery precision: < 0.3% RSD or better Sample temperature: 4 – 40 deg C Sample carry over < 0.002% or better
UV-VIS Detector	Light Source : D2 Lamp Wavelength range : 190 – 700nm Wavelength accuracy : +/- 1 nm
Column Oven with heating and cooling capability	Column oven to accommodate at least 2 columns of 25 cm length each. Column temperature Setting range should be 10 deg C below ambient to 95 deg C or better
Column	4 Nos of C 18 Column 150mm x 2.1mm id, 2.6 micron column with guard column should be offered
<i>Flow Divert Valve</i>	Flow Divert Valve to be installed after the detector for automatic switching the flow between the MS and drain should be included.
UPS and others	A branded UPS System with SMF Batteries, of appropriate capacity (minimum 10 KVA) and input/output phases as per requirement of the LC MS/MS System. Any other gas cylinder (1 No.) which is required for collision induced dissociation / fragmentation should be offered with pressure regulators and SS fittings.
Installation and Demonstration	IQ/OQ/PQ to be performed as per OEM protocol, Should be done free of cost with necessary traceable standards along with necessary performance kit standard solutions. Documents, Kits & standards etc., as required being supply along with the instrument. Demonstration and Training on system to our Lab personal at site to be incorporated, responsibility of the supplier for training of the lab personnel at supplier site/installation site. Basic training for a period of one weeks after installation &

	commissioning of the equipment to technical personnel to be provided at our site.
After Sales Service	Should have a good after sales service/technical support capable of reaching at short notice the places where LC-MS/MS is proposed to be installed, Visits and unlimited breakdown calls by service/application support, engineers should attend immediately without fail. Troubleshooting training (Instrumentation/Application) as and when required free of cost.
Warranty	Three Years warranty for the complete LC-MS/MS System including UPS and Nitrogen Generator
CMC	Should be quoted for 3 years after the Warranty period optionally

QUESTIONNAIRE

BIDDERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW IN CASE A QUESTION DOES NOT APPLY TO A BIDDER, THE SAME SHOULD BE ANSWERED WITH THE REMARK "NOT APPLICABLE". BIDDERS MAY PLEASE NOT THAT IF THE ANSWERS SO FURNISHED ARE NOT CLEAR AND/OR EVASIVE, THE BID WILL BE LIABLE TO BE IGNORED.

1. **Bid No.F.26-3/2017-Purchase(Referral Lab-Veraval) Date for bid opening on 01.01.2018**

2. Offer is open for acceptance.....

3. Brand of goods offered:

4. Name & address of manufacturer :

5. Station of Manufacturer :

6. What is your permanent Income :

Tax A/C No.

7. Confirm whether you have attached your latest/current ITCC or certified photocopy thereof.

8. Status.

(a) Are you currently registered with the Directorate General of Suppliers & Disposals (DGS &D) for the item(s) quoted? If so indicate the date up to which you are registered and whether there is any monetary limit on your registration.

(b) Are you a small scale unit currently registered with the National Small Industries Corporation (NSIC) under Single Point Registration Scheme for the items(Security deposit for P.O.L.) quoted? If so, indicated the date up to which you are registered and whether there is any monetary limit on your registration.

(c) If you are not registered either with NSIC or DGS & D please state whether you are registered with Directorate of industries of the State Government concerned. If so, indicate the date up to which you are registered and whether there is any monetary limit on your registration

(d) Are you registered under the Indian Companies Act, 1956 or any other Act?

Please attach certified copy (copies) of the relevant registration certificate(s) in confirmation to your above answer(s)

9. Please indicate:-

Name & full address of your Banker(s)

10. Whether your:

(i) Manufacture of the goods quoted; or

(ii) Manufacture's authorized agent for those goods

11. State whether business dealings with you have been currently banned by any Ministry/Deptt. Of Central Govt. or any State Govt.

Signature of Witness

Signature of Bidder

Name & Address of Witness

Full Name, designation &
Address of the person signing above
For and on behalf of M/s

.....
(Name and address of the bidding firm)

BID FORM AND PRICE SCHEDULES

Date.....

.....
.....
.....

(designation and address of the purchaser)

Ref: Your bidding document No.....date.....

Having examined the above mentioned bidding documents, including addenda Nos.....(if any), the receipt of which is hereby duly acknowledged, we the undersigned offer to supply and deliver..

(description of goods and service) in conformity with the said bidding documents for the sum as shown in the price schedules, attached herewith as made part of this bid.

We undertake, if our bid is accepted, to deliver the goods and complete the services in accordance with the delivery schedule specified in the Schedule specified in the Schedule of Requirements after fulfilling all the applicable requirements incorporated in the above referred bidding documents.

If our bid is accepted, we will provide you with performance security as per the instructions specified in GCC clause 7 and in a form acceptable to you in terms of GCC clause 7.5 for an equivalent to 10% (ten percent) of the contract price for the due performance of the contract.

We agree to abide by this bid for the validity period specified in the ITB clause 15 (read with modification, if any, in the Bid Data Sheet) or for the subsequently extended period, if any agreed to by us and it shall remain binding on us and may be accepted at any time before the expiration of the period.

Until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this.....day of.....200.....

Signature
(in the capacity of)
Duly authorized to sign bid for and on behalf of

BANK GUARANTEE FORM FOR BID SECURITY

Whereas.....(name of bidder)
hereinafter called "the bidder") has submitted his bid dated.....(date) for the
supply of.....(brief) description of the relevant goods
and services) (hereinafter called "the bid")

KNOW ALL PEOPLE by these presents that WE.....(name of the
bank) having registered office at.....(full address) (hereinafter called "the
bank") are bound unto.....(name of the purchaser) (hereinafter
called "the purchaser") in the sum of..... (amount in
figures and the words) for which payment well and truly to be, made to the said purchaser, the
bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said bank
this..... Day of20.....

THE CONDITIONS of this obligations are:

- 1 If the bidder
 - (i) withdraws its bid during the period of bid validity specified by the bidder in the bid form; or
 - (ii) does not accept the correction of errors in accordance with the Instruction to Bidders
- 2 If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity:
 - (i) fails or refuses to execute the contract form, if required, or
 - (ii) fails or refuse to furnish the performance security, in accordance with the instructions to Bidders.

We under take to pay to the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will not that the amount claimed by it is due, to it, owing to the occurrence of one or both of the above mentioned two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 60(sixty) days after the period of bid validity and any demand in respect thereof should reach the bank not later than the above date.

.....
Signature of the Bank
SEAL of the Bank

Date.....
Place.....

MANUFACTURE'S AUTHORISATION FORM

To,

.....

.....

(Name, and address of the purchaser)

Dear Sirs,

Ref: Your Bidding Documents

No.....

We Who are established and reputable manufactures of(name and description of the goods offered in the bid) having factories atHereby authorize Messrs..... (name and address of the agent) to submit a bid, negotiate (as and if necessary) and conclude the contract with you against your above mentioned Bidding Documents for the above goods manufactured by us.

No company or firm or individual other than M/s.....(name and address of the above agent) is authorized to bid, negotiate and conclude the contract against this specific Bidding Documents for the above mentioned goods manufactured by us.

We hereby extend our full guarantee and warranty as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply against the Bidding Document by the above firm.

Yours faithfully

.....
.....

(signature, name and designation)

for and on behalf of M/s.....

(name& address of the manufactures)

Note: This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

INSTRUCTIONS TO BIDDERS (I T B)

1. Source of funds

- 1.1 The expenditure to be incurred for this intended purchase will be met from the funds available with the purchaser named in the **Schedule of Requirements**, hereinafter referred to as ‘the purchaser’.

2. Eligible Bidders

- 2.1 This invitation for bids is open to all suppliers, who fulfill the eligibility criteria as well as the qualification criteria, incorporated in this document.

3. Cost of bidding

- 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid including samples, drawings, literatures etc., if any. The purchaser will in no case be responsible or liable for any such cost, regardless of the conduct or outcome of the bidding process

B. THE BIDDING DOCUMENTS

4. Content of bidding documents

- 4.1 The goods required, bidding procedures and contract terms and prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- a. Instruction To Bidders (ITB)
- b. General Conditions of Contract (GCC)
- c. Schedule of requirements
- d. Technical specification and quality control requirements
- e. Questionnaire
- f. Bid form and price schedules
- g. Manufacturer’s authorization form
- h. Bank guarantee form for performance security
- i. Contract form

- 4.2 **In case of any contradiction between the stipulations made in ITB & GCC and schedule of Requirements, the Stipulations incorporated in the Schedule of Requirements will prevail over the corresponding stipulations contained in the ITB and or GCC**

- 4.3 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder’s risk and may result in rejection of its bid.

5 Clarification of bidding documents

- 5.1 A prospective bidder requiring any clarification in connection with the bidding documents may notify the purchaser in writing or by telex or cable at the purchaser’s mailing address indicated in the **Schedule of Requirements**. The purchaser will

respond in writing to any request for clarification of the bidding documents which it receives not later than 21 (twenty one) days prior to the deadline for submission of bids

prescribed by the purchaser. The purchaser, at its discretion, may send the relevant text of this correspondence (without identifying the source of inquiry) to all the prospective bidders, which have received the bidding documents.

C. PREPARATION OF BIDS

6. Language of bid

- 6.1 The bid submitted by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser; shall be written in English language. Supporting documents and printed literature furnished by the bidder may be written in other language, provided they are accompanied by an English translation of their relevant passages in which case, for the purpose of interpretation of the bid, the English translation shall govern.
- 6.2 The bid submitted by the bidder and all correspondence and documents relating to the bid exchange by the bidder and the purchaser, may also be written in Hindi language, provided that the same is accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.

7. Bid prices

- 7.1 The bidder shall indicate on the Price Schedule the unit price and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the bids for any one or more schedule specified in the “**Schedule of Requirements**” and to offer discounts for combined schedules. **However, Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids (for the schedule in question) will not be taken into account for evaluation and will not be considered for award.**
- 7.2 Prices indicated on the process schedule shall be entered separately in the following manner:
- I for goods offered from within India:-
- a) the prices of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the shelf, as applicable, including customs, excise and any other duties and sales and other already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory or on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
 - b) Any sales or other taxes/duties including excise duty, which will be payable on the goods in India if the contract is awarded.

- c) Charges for inland transportation, insurance and other local costs incidental to delivery of goods to their final destination. The final destination is specified in the **Schedule of Requirements**.
- d) The price of incidental services as and if listed in **Schedule of Requirements**.
- e) Any element of cost, taxes, duties, levies etc. not specifically indicated in the bid, shall not be paid by the purchaser.

II for goods offered from abroad:-

- a) The price of goods shall be quoted CIF port of entry in India or CIP named place of destination in India as and if specified in the **Schedule of Requirements**. In quoting the bidder shall use ocean transportation through Indian flag vessels of Indian origin or through vessels of Shipping Conference Lines in which India is a member country. Similarly, the bidder may obtain insurance services from any nationalized insurance company in India.
- b) The price of goods shall be quoted FOB port of shipment, as and if specified in the **Schedule of Requirements**.
- c) Charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, which is specified in the **Schedule of Requirements**.
- d) The price if incidental services as and if listed in the **Schedule of Requirements**
- e) Any element of cost, taxes, duties, levies etc. not specifically indicated in the bid, shall not be paid by the purchaser.

8. The terms FOB, CIF, CIP etc, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.

Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account, unless otherwise specified in the **Schedule of Requirements**. If the requirement is for a fixed price bid, a bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

9 **Bid currencies**

- 9.1 For domestic goods prices shall be quoted in India rupees only. Commission for Indian Agent, if payable, shall also be quoted in Indian Rupees only . For imported goods prices shall be quoted either in Indian rupees or in the currency of the country of origin of goods. Bids, where prices are quoted in any other way shall be treated as non-responsive and rejected.

10 **Indian Agent**

- 10.1 If a foreign bidder has engaged an agent in India in connection with its bid, it will be required to give the following information in the bid:
- i) The name and address of the Indian agent with their permanent income tax member.
 - ii) The details of the services the agent will render

- iii) The amount of remuneration for the agent, included in the FOB component of the bid price.
- 10.2 The agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in Indian rupees using the telegraphic transfer buying rate of exchange ruling on the date of award of contract and shall not be subject to any further exchange variation.

11 Documents establishing bidder's eligibility and qualifications

- 11.1 The bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 11.2 The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the purchaser's satisfaction.
 - a) That, in the case of the bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized (as per authorization form in section VII/3) by the good/s manufacturer or producer to supply the goods in India.
 - b) That the bidder has financial, technical and production capability necessary to perform the contract and, also, it meets the criteria indicated in the **Schedule of Requirements**.
 - c) That, in the case of bidder not doing business in India, the bidder is or will be (if successful) represented by an agent in India equipped and able to carry out the supplier's maintenance, repair and spare parts stocking obligations prescribed by the condition of contract and/or technical Specifications.
 - d) That such an agent (w.r. to sub-para c above) is enlisted with Directorate General of suppliers & Disposals, Jeevan Tara Building, SansadMarg, New Delhi – 110 001, under the scheme of Ministry of Finance, Govt. of India for Compulsory enlistment of Indian Agents.
 - e) If an agent in its bid submits quotations on behalf of more than one manufacturer, it is necessary that each such bid is accompanied by a separate bid form and bid security for each such quotation and authorization form the respective manufacturer (as per authorization form in section VII/3). Otherwise all such quotations will be rejected as non-responsive.

12. Documents establishing good's eligibility and conformity to bidding document.

- 12.1 Pursuant to clause 8, the bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the bidder proposes to supply under the contract.
- 12.2 The documentary evidence for eligibility of the goods and services shall consist of a statement in the price schedule, about the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 12.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, data etc. and shall consists of:
 - a) a detailed description of the goods essential technical and performance characteristics,

- b) a list giving full particulars, including available sources and current prices, of all spare parts, special tools etc., necessary for the proper and continuing functioning of the goods for a period of two years (or more, if specified in the schedule) following commencement of the use of the goods by the purchaser, and
- c) a clause-by-clause commentary on the purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provision of the "Technical Specifications".

13 **Bid Security**

- 13.1 The bidder shall furnish as part of its bid, a bid security of an amount specified in the **Schedule of Requirements**.
- 13.2 The bid security is required to protect the purchaser against risk of bidder's conduct, which would warrant the security's forfeiture.
- 13.3 The bid security shall be denominated in the currency of the bid or in Indian Rupees and shall be in one of the following forms:
 - a) Demand draft on a scheduled commercial bank in India, draw in favour of the designated officer of the purchase organization and payable at a place as indicated by the purchaser in the **Schedule of Requirements**.
 - b) A Bank guarantee, issued by a scheduled commercial bank in India or a bank abroad, duly confirmed by a scheduled commercial bank in India in the form provided in the bidding documents under section VII/2 and valid for 45 days beyond the validity of the bid.
- 14. Unsuccessful bidders bid security will be discharge/returned as promptly as possible after the expiration of the period of bid validity prescribed by the purchaser but, barring any unforeseen circumstances, not later than 45 days of the award of contract.
- 15. The successful bidder's bid security will be discharged/returned upon the bidder, signing and accepting the contract pursuant to ITB clause 33 and furnishing the performance security, pursuant to ITB clause 34.

16 **Period of validity of bids**

- 16.1 Bids shall remain valid for acceptance for 90 (ninety) days after the date of bid submission prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.
- 16.2 In exceptional circumstances, the purchaser may solicit the bidder's consent to an extension of the period of bid validity upto a specified period. The request and the response thereto shall be made in writing (or by facsimile or cable or telex, which will be followed by a signed confirmatory copy simultaneously). The bid security provided shall also be suitable extended. A bidder may refuse the request without forfeiting its bid security. However, a bidder agreeing to the request will not be required nor permitted to modify its bid.
- 16.3 If the date up to which the bid is to remain valid happens to be a closed holiday for the purchaser the bid shall automatically remain valid up to the next working day of that organization.

17 **Clarification of bids**

- 17.1 During scrutiny and evaluation of bids, the purchaser may, at its discretion ask a bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought offered or permitted.

18. **Conversion to single currency**

- 18.1 To facilitate evaluation and comparison of bids the purchaser will convert all bid prices expressed in the amount in various currencies in which the bid prices are payable to Indian rupees at the BC selling market rate of exchange established by the State Bank of India for similar transactions as on the date of bid opening.

19. **Purchaser's right to vary quantities at the time of award**

- 19.1 The purchaser reserves the right at the time of awarding the contract to increase or decrease by up to 25% the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions.

20 **Contacting the purchaser**

- 20.1 From the time of the bid opening to the time of awarding the contract, if a bidder wishes to contact the purchaser on any matter related the bid it should do in writing.
- 21.2 Any effort by a bidder to influence the purchaser in the purchaser's decision on bid evaluation bid comparison or contract award shall result in the rejection of the bidder's bid besides other suitable administrative actions against the bidder as deemed fit by the purchaser.

F. AWARD OF CONTRACT

22. **Award Criteria**

- 22.1 The purchaser will award the contract to the successful bidder whose bid has been determined as the lowest evaluated bid provided further that the bidder is determined to be qualified and prima facie capable to perform the contract satisfactorily.

23 **Purchaser's right to accept any bid and to reject any or all bids.**

The purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to the award of contract without thereby incurring any liability whatsoever to the affected bidder or bidders.

24 **Notification of Award**

- 24.1 Before the expiry of the period of bid validity the purchaser will notify the successful bidder in writing by registered letter or by cable/fax/telegram/telex, to be confirmed in writing by registered letter that its bid has been accepted. The schedule(s) of requirement and the corresponding quantity of the item(s) ordered which have been accepted will inter-alia be mentioned in the notification.

- 24.2 The notification of award will constitute the formation of the contract.
- 24.3 Upon the successful bidder's furnishing the performance security, the purchaser will promptly notify each unsuccessful bidder and will discharge its bid security.
- 25 **Signing of contract**
- 25.1 At the same time as purchaser notifies the successful bidder that its bid has been accepted the purchaser will send to the bidder by registered post or speed post the contract from provided in the bidding documents incorporating all agreements between the parties.
- 25.2 Within twenty-one (21) days of issue of the contract from by the purchaser the successful bidder shall sign and date the contract and return it to the purchaser by registered post of speed post.
26. No extra payments shall be paid on account of any discrepancy in nomenclature of items.
27. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulates any condition of his own, such conditional tender is liable to be rejected.
28. Director, CIFT, reserves the right to reject any tender/bid wholly or partly or to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Institute's action.
29. The Technical Committee constituted by the Director, CIFT shall have the right to verify the particulars furnished by the bidder independently.
30. Tenderer shall take into account all costs including installation, commissioning, cartage etc. for giving delivery of material at site **i.e. Veraval Research Centre of CIFT, Matsya Bhavan, Bhidia Plot, Veraval- 362 269, Gujarat** before quoting the rates. In this regard no claim for any extra payment for any reason shall be entertained.
31. The item should be delivered at **Veraval Research Centre of CIFT, Matsya Bhavan, Bhidia Plot, Veraval- 362 269, Gujarat** for Indian bidders, for foreign bidders it should be on FOB Basis and the supplier shall be responsible for any damage during the transit of goods.
32. All the tender documents & price bid to be uploaded as per this tender are to be digitally signed by the bidder.
33. All the communications with respect to the tender shall be addressed to:

**The Director,
Central Institute of Fisheries Technology,
Willingdon Island, Matsyapuri P.O.
Kochi – 682029.**



केन्द्रीय मात्स्यकी प्रौद्योगिकी संस्थान
CENTRAL INSTITUTE OF FISHERIES TECHNOLOGY
(भारतीय कृषि अनुसन्धान परिषद्)
(INDIAN COUNCIL OF AGRICULTURAL RESEARCH)
विल्लिंगडन आइलैंड, मत्स्यपुरी पी. ओ., कोच्चिन-682 029
WILLINGDON ISLAND, MATSYAPURI P.O., COCHIN-682 029



GENERAL TERMS & CONDITIONS

1. Name of the Item : **LC-MS/MS with UHPLC FRONT END SYSTEM**
2. Quantity : **1 No.**
3. Only bids received on CPP Portal will be considered for opening. Bids in any physical form sent through fax/email/courier/post/ delivered personally will not be considered.
4. Bidder should login to the site well in advance for bid submission so that the bid is uploaded in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
5. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
6. **For Indian Bidders**, the rates quoted should be for delivery and installation at **Veraval Research Centre of CIFT, Veraval**. The tender shall be valid for a period of 90 days from the date of opening of the tender. **If taxes, duties or any other charges over and above the rates quoted are payable by the purchaser actuals of such taxes/duties/charges should be clearly indicated in the financial bid (BOQ). Please note that this Institute is entitled to concessional Customs duty, exempted from payment of excise duty as applicable to Educational/Research Institutions/Laboratories etc. against DSIR Certificate.**
7. **For Goods imported from abroad** the bid should be in FOB basis and the FOB Place has to be clearly indicated in the bid. Bidder can quote in Indian Rupee(INR), US Dollar(USD), Japanese Yen(JPY), Euro(EUR), Great Britain Pound(GBP), Swiss Franc(CHF) & Canadian Dollar(CAD), Norwegian Krone (NOK).
8. Name & address of the Indian agent with authorization letter from the Prime Manufacturer and agency commission, if any, may be specifically mentioned in the quotations in the case of foreign procurements. Indian Agency Commission wherever applicable, will be paid in INR only.

9. An Agent can represent only one firm in a tender and a PEM cannot submit more than one offer against a tender through different sole selling agents or one directly and another through sole selling agent. In such cases, all the offers will be rejected
10. Unless otherwise specifically agreed to by the purchaser and the supplier and incorporated in the contract, the applicable rules & regulations for transportation of the goods from foreign countries will be as per the contemporary version of the International Commercial Terms (Incoterms).
11. The equipments offered shall confirm to the specifications as given in Annexure-I/ supply order and shall be guaranteed against defective design, defective quality materials supplied, manufacturing, defects etc, for a minimum period of **03** years from the date of supply/installation.. Documents supporting the technical specification of the quoted goods may be uploaded in Cover-I in the PDF format.
12. The Tenderer shall upload PDF format copy of GST registration, Income Tax PAN, in Cover - I of the e-tender.
13. **Bid Security:**
 - a. The units registered with Micro Small Enterprises(MSEs) as defined in MSE Procurement Policy issued by Dept. of Micro, Small and Medium Enterprises(MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) shall be exempted from the payment of Bid Security (Earnest Money Deposit) as defined under Rule 170(i) of General Financial Rules (GFR), 2017. In such case, copy of the certificate showing registration with the above mentioned institutions to be uploaded in Cover - I of the e-tender in PDF format.
 - b. In case the unit is not covered as above, it shall submit the offer along with the **Bid Security for Rs.2,60,000/- (Rupees two lakhs sixty thousand only)**
 - c. The Bid Security of Rs.2,60,000/-(Rupees two lakhs sixty thousand only) can be submitted in the form of Demand Draft /Bankers cheque in favour of “ICAR Unit CIFT, Cochin” payable at State Bank of India, Willingdon Island Cochin-682009 or **Bank Guarantee** (←click here to download the BG Format)in the prescribed format, valid for 45 days beyond the validity of bid. **The Bid security is to be submitted to this office on or before 23.01.2018.** Name of the Bidder, Tender and Tender reference number has to be furnished behind the Bid Security DD/Bankers cheque. The scanned copy of Bid Security by way of Demand Draft/Bankers Cheque /BG or its exemption certificate in PDF form should be uploaded in the relevant field of the E-tender. The offers without Bid Security will be rejected.
 - d. The Bid Security will be returned to the unsuccessful bidders after the orders are placed with the successful bidder.

- e. The Bid Security will be forfeited if the bidder fails to accept the order based on his/her offer (bid) or fail to supply the items.
14. Performance Security: The successful Firm/Party is required to remit a performance security amounting to 5% of the cost of the item/equipment in the form of Demand Draft /Bankers cheques drawn in favour of “ICAR Unit CIFT, Cochin “payable at State Bank of India, Willingdon Island Cochin-682009 or Bank Guarantee from a commercial Bank as directed by this office. The performance security to be remitted within 10 days from the formal intimation. If the bidder fails to remit the Performance Security the Bid security will be forfeited and the acceptance of the tender will be withdrawn and no further correspondence in this regard will be entertained.
15. Full specification of the article quoted, including its Make & Model No., its warranty/guarantee period etc., in bidder’s letter head shall be uploaded in the e-tender in PDF form along with illustrated pamphlets, brochure, drawings etc., wherever applicable, in Cover – 1. Correct postal address, Phone/Mobile number, email id of the bidder and address & contact details, to whom the purchase order has to be placed, also has to be given.
16. Payment will be made by Bank/Electronic Transfer, only after satisfactory completion of supply/installation and receipt of pre-receipted bill in triplicate. Quotations giving any other mode of payment may be avoided.
17. The Director, C.I.F.T., COCHIN-682029 reserves the right to accept or reject any or all the quotations either in full or in part without assigning any reason in the best advantage of this Institute.
18. Proper servicing, whenever necessary, has to be provided by the supplier or their authorized agents. Availability of technical support & servicing facility locally/nationally should be submitted in pdf form in Cover-1 of the Bid.
19. AMC charges for the first five years after warranty period, its terms and conditions etc. may be indicated. AMC Charges are also likely to be considered by the Competent Authority for comparison before selection.
20. Users list may also to be attached in the tender form.

Online BidSubmission Details

OnlineBidSubmission:

The Onlinebids(completeinallrespect)mustbeuploadedonlineinTwoCoversasexplained below:-

<u>COVER-I</u>			
(Following documents to be provided as PDFfile)			
S.No.	Documents	Content	FileTypes
1.	Technical Bid	Make, Model No., Specification, Warranty,AMC details etc. of the item quoted in the letterhead with its supporting documents.	.PDF
2.		Full Address/contact details, Copy of GST registration, Income Tax PAN,Registration with DGS&D, in case of Indian Agents quoting for foreign PEM.	.PDF
3.		Duly filled documents such as questionnaire, price schedule, Bid form, Manufacture’s authorization form etc.	.PDF
4.		Copy of Bid Security by way of DD/BC /BG or its exemption, if claiming	.PDF
5.		Self-declaration in letter head that the bidder is the Prime Equipment Manufacturer (PEM), Authorized Dealership license issued from the Prime Equipment Manufacturer (PEM), in case of dealers, Users list.	.PDF
6.		Details of technical support and servicing facility available locally and nationally	.PDF
<u>COVER-II</u>			
S.No.	Types	Content	
1.	FinancialBid	Price bid(BOQ)to be filled in Excel format as per Instructions given in pricebid	.xls

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

(K.B.Sabukuttan)
Asst. Admn. Officer (P)
For Director