

Punjab Agri Export Corporation Limited

2-A, Sector 28-A, Madhya Marg, Chandigarh 160002

Ph: 0172-2656242, 5074210 Fax: 0172-2656270

Website: www.punjabagro.org.in - CIN:U51909CH1997SGC019321

Terms and Conditions

A. General Terms & Conditions:-

Online Tender offers for supply, installation & commissioning of 4 no's Inductively Coupled Plasma (ICP-OES) with Auto Sampler & other equipments/accessories with AMC (Annual Maintenance Contract) provision, required on turn-key basis.

The interested parties will be required to submit Technical & Commercial offers separately. The short listed parties will have to make presentation on the Technical Bid on 08.01.2018 at 10.00 AM. The commercial offers will be opened of those parties whose technical offer and presentation is found suitable & satisfactory. The tenderer shall have to get themselves registered with <http://etender.punjabgovt.gov.in> and get user ID and password. Class-3 Digital Signature Certificate (DSC) is mandatory to participate in the E-tendering process.

1. Prices will be FOR site and inclusive of all taxes, duties if any, GST, freight, loading unloading and installation charges etc., however the details on each component is required to be provided in the financial offer.
2. The rates should be valid upto March, 2019.
3. The material/machines/equipments supplied should be warranted for 24 calendar months from the date of commissioning.
4. The payments terms are as follows:
 - i) 25% of the ordered value shall be released as mobilization advance against an irrevocable Bank Guarantee of an equal amount valid up to the installation & commissioning of machines at the sites in Punjab.
 - ii) 65% after successfully commissioning & testing/trial run of equipments & machinery at various laboratories of Deptt. of Agriculture within Punjab.
 - iii) The balance 10% will be released against the submission of Bank Guarantee for a like amount valid for warranty period.

- iv) The Earnest Money Deposit shall be released after 6 months of successful commissioning of machinery at all the sites.
5. The time period for supply/completion of project is as under:
 - i) Supply of 4 no. ICP (OES) & other Equipments/accessories at various Agriculture lab sites within 120 days from the date of Purchase Order.
 - ii) Assembly of Machinery/Equipments & installation within 20 days from the date of supply.
 - iii) Commissioning of Machinery/Equipments & trial run at various Agriculture lab sites within 20 days from date of installation.
6. In case of delay in commissioning, a penalty @ 2% per week up to 2 weeks and after that @ 3% per week of the total order value shall be imposed. If tenderer fails to supply the said machine/equipments, the EMD amount will be totally forfeited & the tenderer/firm will be blacklisted.
7. Before quoting the rates for above works, the tenderer are advised to visit the various laboratory sites of Deptt. of Agriculture across Punjab.
8. The accessories like cabling, switch gears, pipes for water supply and others not specified in the terms & conditions, labour for erection and commissioning shall be provided by the tenderer.
9. Water shall be provided by Laboratory to the tenderer from already available source of water & electrical connections at the sites from main existing electrical panel/Genset available at each site.
10. If any modification w.r.t. space, environment, atmosphere, etc is required in existing lab infrastructure, lay out plan along with required modification should be supplied by the tenderer to PAGREXCO 45 days before the arrival of machines at sites so that necessary amendments can be done.
11. The provision of drainage if required shall also be provided by the tenderer.
12. The underground or overhead arrangement for laying out of electrical cables/wires has to be made by the tenderer.

13. The successful bidder has to make proper earthing at respective lab sites before installation of machines at their own expenses.
14. The tenderer shall comply with all labour laws and PAGREXCO shall not be responsible for violating any labour laws.
15. In case of delay due to force majeure, the affected period may be extended by the authority of deemed fit. It is on sole discretion of PAGREXCO.
16. In case of any disputes/differences of opinion related to this Tender Bid or its interpretation, the decision of Managing Director, PAGREXCO shall be final and binding on the parties
17. All disputes will be subject to Chandigarh jurisdiction.

B. Eligibility Criteria:-

1. Bidders should be either Original Equipment Manufacturers (OEM) or authorized dealer/ distributor of the machine/ equipments for the items in which they are bidding. In case of dealer/distributor a valid Certificate of dealership/authorization letter of OEM should be attached.
2. The Bidder should be registered in India under the Indian Companies Act, 1956/ Partnership firm/ sole proprietorship firm and existing for the past 10 years. The bidder shall provide the Certificate of Incorporation for Registered Companies, Partnership Deed for Partnership Firms/VAT or Service Tax/ GST Registration Certificate for Sole Proprietorship Firms.
3. Manufacturer or bidder should have experience of supply of 2 such machines/ instruments to any State or Central Govt. Departments/ Institutes/ Universities in the last three years (2014-15, 2015-16 & 2016-17). Copy of Purchase Orders issued in the name of Bidder along with Performance Certificate from the purchaser shall also be submitted. The manufacturer must have supplied these machines/instruments during the last 5 years for soil testing application anywhere in India to Govt. department/institutions/universities.
4. The Turnover of the bidder should be as under:-
The turnover of the participating company/ manufacturer/ distributor must be average Rs. 4 Crores (Rupees Four Crores) during the last three financial years

i.e. 2014-2015, 2015-16 & 2016-17. Copies of Audited Balance sheet alongwith CA Certificate of the Bidder for each of the last 3 financial years i.e. FY: 2014-2015, 2015-16 & 2016-17 to be submitted.

5. Bidder is not eligible to participate in this tender if at the time of bidding, the bidder is black-listed/ debarred in participating in any procurement process undertaken by any procuring entity or debarred by Centre or any of the State Government.
6. There should be no negative ITR of the bidder during the last 3 financial years. The bidder has to submit the certificate duly stamped & signed from the CA for the same.

C. Other Terms & Conditions:-

- a. The machine/ equipments will be covered under the standard warranty for 2 years and 3 years additional annual maintenance contract (AMC). The bidder has to quote the rates accordingly.
- b. The successful bidder will be responsible for the comprehensive maintenance of the supplied machine/ equipments and its related accessories free of charge during the comprehensive warranty period of 2 years.
- c. The said comprehensive warranty shall be deemed to commence from the date of issue of the letter for successful complete installation/ training/ successful completion and operationalization of the supply by the indenting department.
- d. The successful bidder has to provide One technical operator at each lab site during the comprehensive warranty period of 2 years.
- e. The successful bidder has to provide water purification system with minimum 5 years warranty inclusive of all consumables.
- f. It shall be the responsibility of the successful bidder to keep the machinery/ equipments in good working condition for proper functioning of the instrument by providing timely service/ repairs /maintenance during the

comprehensive warranty period; otherwise it shall be treated as a non performance on the part of the vendor for penalty.

- g. The comprehensive warranty shall cover repair/replacement of all defective parts, if any, with the same or equivalent make for any part removed. Maintenance will be provided at site.
- h. The successful bidder will be required to provide on-site training after commissioning of machine/ equipments at each Soil Testing Lab at department of Agriculture of the Punjab State on the working of the instrument/machine to the officers/ officials designated by the PAGREXCO/ Agriculture department for the same till satisfaction of the concerned department.
- i. In case of any complaint in the working of the machine/ instruments during the warranty period, the firm shall attend the same within 72 hours from the time of logging of first complaint call by the consignee and the instruments must be repaired within twenty (20) days thereafter. The complaints would be logged by the Department/ any officers/ official of the Indenting Department by email/ fax in order to keep the proper delivery records. Further, in case of failure to do so, penalty @ Rs.2000/- per day per instrument will be applicable. If equipment is not repaired within 20 days, the firm/ bidder will be required to refund the entire cost of the Instrument. This is without prejudice to all other rights and remedies permissible to the Government under the terms & conditions of the contract.
- j. The inspection of the machine/ instruments shall be carried out by the PAGREXCO or any officer/ official authorized to do so and shall have the power to inspect/verify the equipment supplied as per the order before, during or after installation and to reject the same or any part or portion, if he or they be not satisfied that the same is not at par or according to the specifications submitted by the successful bidder. The successful bidder shall not be paid for supplies rejected.

- k. All the documents of the bidder must be attested by signing & stamped by authority of the bidder. All the documents of the manufacturer/s must be attested by the signing authority of manufacturer/s as well as by the signing authority of the bidder. The bidder as well as the concerned manufacturer will be responsible for the genuineness/ correctness/authenticity of the details/documents provided along with the bid as well as subsequently.
- l. All documents to be submitted by the tenderer with their offer should be self attested in case the same are copies of original documents.
- m. The quantity of ICP (OES) & other Equipments can be increased or decreased at the sole discretion of the competent authority.

ACCEPTED

(Signature of authorized person)
(Stamp)

