

Sl.No.

/ICB

TENDER NOTICE

No.C-47011/03/2010-11/ICB/Mat.

Dt.10.02.2011

**CENTRAL POLLUTION CONTROL BOARD
'PARIVESH BHAWAN'
C.B.D. CUM OFFICE COMPLEX
EAST ARJUN NAGAR
DELHI - 110 032.**

Website:www.cpcb.nic.in e-mail:cpcb@alpha.nic.in

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CENTRAL POLLUTION CONTROL BOARD
(MINISTRY OF ENVIRONMENT AND FORESTS)
'PARIVESH BAHWAN'
C.B.D. CUM OFFICE COMPLEX
EAST ARJUN NAGARR, DELHI-32.

TENDER NOTICE NO.C-47011/03/2010-11/ICB/MATERIALS
DATED.10.02.2011

TENDER DOCUMENT FOR THE SUPPLY OF
Lyophilizer -1000 Kg. Cap.

Price of Tender Document : Rs. 800.00 or US \$ 20.
Date of Sale of Tenders : 10.02.2011 to 24.02.2011 on all working days
between 11.00 AM to 5.00 P.M.
Last date of submission of tenders : Upto 5.00 P.M. on 25.02.2011
Opening of Tenders : 28.02.2011 at 11.00 A.M.

DELHI
10.02.2011

(M. Varghese)
Administrative Officer (M)

TELEPHONE : 22308202, 43102243 & 43102244
FAX : 011-22308202, 22307078, 22307079, 22304948
e. mail : cpcb@alpha.nic.in
Website : www.cpcb.nic.in

CENTRAL POLLUTION CONTROL BOARD
(Ministry of Environment and Forests)
"Parivesh Bhavan" East Arjun Nagar,
Delhi - 110 032, INDIA
Tel. Nos. 22308202, 43102243 - 245
TENDER NOTICE

NO.C-47011/03/2010-11/ICB/MATERIALS: Dated:10.02.2011

FOR SUPPLY OF Lypholizer-1000 Kg. Cap.

Sealed Tenders are invited on behalf of the Member Secretary, Central Pollution Control Board from Manufacturer/Suppliers in India and abroad for the supply of **Lypholizer-1000 Kg. Cap. Quantity required 01 (one).**

2. The Tender Documents along with detailed specifications of the instruments can be obtained in person on Production of authority letter of the Firm from the office of the Admn. Officer (Material), Central Pollution Control Board or by the authorized representative with prescribed Tender fee in the form of Demand Draft only drawn in favour of Central Pollution Control Board, Delhi.
3. The Bid must be submitted in English. Indian representative can obtain tender documents on behalf of their foreign Principals, **but the foreign supplier must submit the tender.**
4. Indian firms are requested to quote in Rupees only on FOR basis.
5. The Earnest Money as indicated in Bid document must be submitted by the Bidder along with the Tender in the form of Demand Draft only drawn in favour of "CENTRAL POLLUTION CONTROL BOARD" payable at Delhi (India). It should be either in Indian Rupees or in bid currency (equivalent amount as per the exchange rate prevailing). The Indian agent/ representative should furnish an authorization letter from their foreign Principal supplier authorizing to deposit the EMD on their behalf.

Sale of tender document - From 10.02.2011 to 24.02.2011 on all working days between 11.00 am to 5.00 pm.

Cost of tender document - Rs.800.00 or US Dollar 20.

Earnest Money - As indicated in the Tender Document

Last date of submission - Upto 5.00 PM on 25.02.2011

Date of opening of tender - At 11.00 a.m. on 28.02.2011

6. Bidders using downloaded tender forms must submit separate tender fee by Demand Draft alongwith technical bid, drawn in favour of Central Pollution Control Board, Delhi
Detailed Tender Document, terms & conditions and Technical Specification may kindly be seen at our website www.cpcb.nic.in

NOTE: The tender notice No. C-47011/02/2010-11/ICB/Mat. Dated: 14.12.2010 for supply of Lyophilizer Category-II may be treated as cancelled.

(MEMBER SECRETARY)

COMMITTED FOR CLEAN ENVIRONMENT

1.0 GENERAL TERMS AND CONDITIONS

- 1.1 This document contains the following:
 - i)) General Terms and Conditions of the Bid
 - ii) Terms and Conditions for Submission of Bid
 - iii) Payment Terms
 - 1v) Settlement of Dispute
 - v) Application Form
 - vi) Undertaking
 - vii) Bid Form
 - viii) Detailed technical specification of the Lyophilizer-1000 Kg. Cap.
 - xi) Check List.
- 1.2 The Tender Document is not transferable by the purchaser. The bid form in the tender Document at Annexure-II may be used for bidding. Documents /forms downloaded from the net can also be used. Bids made on Scanned/photocopy etc. will not be considered. Each sheet including that provided by the Board with this document must be signed by the bidder. The price bid must be in the form provided herewith at **Annexure-II**.
- 1.3 The tender will not be accepted from the firm to whom the document is not issued by the Board and the bid downloaded from net without tender fee will not be accepted.
- 1.4 The Board takes no responsibility for delay or non receipt of Tender Document sent by post either way and also reserves the right to accept; or reject any or all the tenders in part or full without assigning any reason thereof.
- 1.5 No bid document will be sold after the last date of sale of Tender Document or between the extended period of opening date, if any.
- 1.6 The bidder is expected to examine all instructions, forms, terms and conditions and specifications mentioned in the bid document. Failure to furnish all information required by the bid documents or submission of a bid not substantially irresponsive to the bid document in every respect will be at the bidder's risk and may result in the rejection of it's bid.
- 1.7 This call of tenders does not bind the Central Pollution Control Board to place award of work/Purchase order. The Tenders submitted in response to this invitation be rejected without assigning any reason.
The bidder should be a manufacturer or their authorized Indian Supplier. This tender notice, Tender forms, Schedule of requirement's , Specification etc are also available on CPCB's website WWW.cpcb.nic.in Bidders using down loaded tender forms must submit a separate tender fee by Demand Draft alongwith the technical part of the bid. The tender without requisite tender fee will be rejected.
- 1.8 The Board at its discretion may extend the last date of submission of tender and opening of tenders. The final authority for acceptance of a Tender will rest with the Chairman, Central Pollution Control Board who does not bind himself to accept the lowest tender and is vested with the authority to reject any or all of the tenders received without assigning any reason.
- 1.9 Documents, literature, diagrams/leaflets, samples etc., enclosed in the Tender shall become the property of the Central Board without any payment.
- 1.10 The warranty period for the equipment will be for a period of **Thirty Six months**, Under this warranty upon the receipt of such notice supplier/agent shall within

the period specified, repair/replaced the defective instrument or spare parts thereof at the ultimate destination. The supplier/agent shall take over the replaced parts/goods, in the event of any correction of defects or replacement of defective material. In such cases, the warranty for the corrected/replaced materials shall be extended till the left over period of warranty.

- 1.11 The Tender would be regarded as turned down, if no award of contract has been obtained till the expiry of the Tender validity. No separate communication will be made in this regard.
- 1.12 The items have to be supplied in standard packing.
- 1.13 In case, the last date for sale, submission and opening of Tender falls on any Government declared Holidays, the next working day at the same time will be considered as last dates of the same.
- 1.14 The bid shall contain no interlineations, erasures or overwriting words except as necessary to correct errors made by the bidder, in such case, correction shall be initialed by the person or persons signing the bid.
- 1.15 Late and delayed tenders will not be considered and shall be returned unopened to the Bidder.
- 1.16 It is advised that the outside suppliers should send the Tender through Speed/Registered Post/courier. However, the local supplier may drop their Tenders in Tender Box kept in Central Board for the purpose. In no case, Tender should be handed over to any employee of the Board.
- 1.17 Canvassing in any form will disqualify the Bid.
- 1.18 Request for the Tender Document for bidding through Telex, Telegram, Telephone, Money Order and Tele-fax shall not be entertained.
- 1.19 The Tender Notice No.C-47011/03/2010-11/ICB/Materials dated.10.02.2011 must invariably be quoted in the bid and for further correspondence in this regard.
- 1.20 All the Tenders should be addressed to:
THE Section Officer (M)
CENTRAL POLLUTION CONTROL BOARD
'PARIVESH BHAWAN'
EAST ARJUN NAGAR, DELHI - 110032, INDIA

2.0 SUBMISSION OF BID

- 2.1 The bid prepared 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, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by English translation of its pertinent passages in such case, for the purpose of interpretation of the bid, English translation shall govern.

- 2.2 The bid must accompany Annexure-I with Techno-Commercial part of Bid, tender fee incase of down loaded Document and Annexure-II & III along with 'Price' part of the Bid duly filled in and signed by the Bidder along with the seal of the Firm.
- 2.3 The Bidders are requested to quote the rate on FOB basis including total price of instrument, separately indicating the Govt. levies, and other expenditure. The freight charges and insurance will be borne by the buyer in the case of Foreign suppliers.

For the authorized Indian Suppliers, supplying foreign Origin/manufactured items, they are allowed to quote in Indian Rupees on FOR destination basis. The Board will not enter into any Trade Agreement such as high Sea Sale/deed etc. The Concessional Custom Duty and Excise Duty Exemption certificate will be supplied. In that case, the normal custom duty applicable should be borne by the supplier. The entire responsibility/charges upto destination should be borne by the supplier. Therefore excise duty and custom duty excluded price should be quoted. Taxes, other levies, insurance, Octroi, freight etc., if any should be indicated separately, No **C/D** forms will be issued against VAT/CST

Bidder is expected to examine the bidding Documents carefully and are deemed to have received and read all documents. It shall be the responsibility of the bidder to request copies of any missing documents. Failure to do so will be at bidder's risk.

IMPORTANT

- 2.4 It may be noted that mere quoting lowest rates will not entitle any firm to get the order. The quality of the item being offered, the past performance supply etc will also be taken into consideration. Prior to award of purchase order the buyer can call any details, explanation, regarding technical & financial aspect; including demonstration of the instrument/equipment.
- 2.5 IMPORTANT: - SEPARATE PRICE BID AND TECHNICAL BID SHOULD BE SUBMITTED WITH SENDERS NAME AND ADDRESS ON THE TOP OF THE ENVELOPES. THE CENTRAL POLLUTION CONTROL BOARD RESERVES THE RIGHT TO ACCEPT THE TENDER IN FULL OR IN PART. TECHNICAL SPECIFICATION AND PRICE SHOULD BE IN SEPARATE SHEETS i.e.THERE SHOULD BE SEPARATE ENVELOPES CONTAINING TECHNICAL & PRICE BID.**
- 2.6 The Tender is to be submitted "single stage-3 envelopes system" i.e. the first sealed envelope will contain the earnest money, second sealed envelope will contain full information required to judge pre-qualification, complete details and specification of the instruments offered including the leaflets and catalogues, list of credentials with documentary evidence i.e., purchase/work order etc., Income Tax Clearance Certificate, PAN Number, VAT/Sales Tax Registration No., Affidavit for not being black listed, Commercial Terms & Conditions etc. It shall be marked **"Pre-qualifications, technical and commercial Bid** No.C-47011/03/ICB/2010-11/Mat. dated 10.02.2011 due on 25.02.2011 for Lyophilizer-1000 kg. cap. The third envelope will contain only price quoted by the bidder in the form given at **Annexure -II** of this document and shall be clearly marked "Price Bid No.C-47011/03/2010-11/ICB/Materials dated 10.02.2011 for Lyophilizer-1000 kg. Cap. All the above envelopes must be separately sealed and shall be kept in one envelope bearing the address of Central Pollution Control Board and super-scribed with bold letter **"TENDER FOR Lyophilizer-1000 kg. cap. - NOT TO**

OPEN BEFORE 28.02.2011 AT 11.00 A.M. The senders address should be mentioned in all the envelopes.

- 2.7 Technical & Commercial part of the tender will be opened on due date i.e. at 11.00 A.M. on 28-02-2011 in the office of the Central Board, in presence of the Representative of the Tenders who like to present. Sealed Price part of technically and commercially acceptable tenders will be opened on a later day which will be communicated by the Board on the same day or on a later date.
- 2.8 The bidder shall pay **Rs. 5,00,000/- (Rupees five lakhs only)** as Earnest Money Deposit through demand draft drawn in favour of Central Pollution Control Board, Delhi. Tender which is not accompanied by earnest money will not be considered. Unsuccessful bidders bid security will be discharged/returned without any interest in the same form after the concerned purchase is finalized or within Three months whichever is earlier and that of successful bidders will be discharged without interest within one month of the successful installation and commissioning of the instrument and on furnishing the performance Bank Guarantee/Security. Execution of Bid Security by the bidder's Bank on the basis of prevailing exchange rate shall be used for arriving at the amount of bid security in the Bid Currency.
- a) The bid security shall be in the form of Demand Draft only in favour of "CENTRAL POLLUTION CONTROL BOARD" payable at DELHI. No Earnest Money shall be accepted in any form. It should be either in Indian Rupees or in bid currency. The Indian agent/representative should furnish an authorization letter from their foreign Principal suppliers to deposit the EMD on their behalf. The Earnest Money shall be forfeited if a bidder withdraws or amends the tender in any respect within the period of validity of his tender or fails to supply the instruments within the specified period in the tender document. Tender shall not entertained where a Tenderer has not furnished adequate earnest money in the prescribed and acceptable Form. In case, the instrument supplied is found defective and not attended by the supplier / authorized agent, the Earnest Money deposited by the supplier /their authorized Indian agent will also be forfeited.
- 2.9 The Firm who seek exemption from depositing earnest money being small scale industry, being registered with NSIC, DGS&D and other Government agencies which entitles them for exemption must submit the valid Registration Certificate - cover the instrument offered by them along with the permissible value. The copy of Government Notification granting exemption from deposit of EMD must be submitted along with the Techno-commercial part of tender alongwith the bid. (EMD Exemption will be granted only to those items specified in the certificate of Registration).
- 2.10 The validity of Tender would be for a minimum period of 180 days from the date of opening of Tenders. A Bid valid for a shorter period may be rejected by the Board as non responsive. In case the validity is to be extended; the Board may solicit the Bidder's consent to an extension on the period of validity and the bid shall remain valid for the extended period mutually agreed for.
- 2.11 The rates should be quoted both in words and figures.
- 2.12 Arithmetical error will be rectified on the following basis:- If there is discrepancy between the unit price and total price that is obtained by the multiplying the Unit Price and quantity, the unit price shall prevail and the total price shall be corrected. If there is discrepancy between words and figures, the amount in words will prevail.

- 2.13 Tenders not in proper sealed cover or received through tele-graphically or E-mail fax/telex will not be entertained.
- 2.14 Conditional Tenders will be rejected without assigning any reason.
- 2.15 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to the Contract. The letter of authorization should bear the signatures of only the authorized person of the firm. All pages of the Bid, except for un-amended printed literature shall be initialed by the person or persons signing the bid.
- 2.16 To assist in the examination, evaluation and comparison of bids the buyer may, at its discretion, ask the Bidder for a clarification of its bid. However, no change in the price or substance of the bid shall be sought, offered, re-permitted.
- 2.17 Eventual suggestions for modification or subsidiary Tenders are principally not admissible.
- 2.18 **The specifications of the Lyophilizer-1000 Kg. Cap.** is clearly mentioned in the document attached as **Annexure-IV** and the Bidder is requested to submit Bid only if their offer strictly comply to these specifications. Please note that no deviation in the required specification will be permitted. The bidding for the instruments having different specification will be on Bidder's risk as the Board will not entertain such Bids. BIDS CARRYING THE STATEMENT LIKE "SPECIFICATION AS PER TENDER DOCUMENT" SHALL NOT BE ENTERTAINED. THE PRODUCT SPECIFICATIONS SUPPORTED BY TECHNICAL LITERATURE AND LIST OF USERS, MUST BE ENCLOSED.
- 2.19 The placement of work order/purchase order will be according to technical evaluation of the Tender and after consideration of its price worthiness.
- 2.20 The price to be given in the Tender are fixed prices, irrespective of rise in Materials prices and increase in taxes etc., till the delivery of the overall consignment. No request in regard to increase in the price of instruments or in taxes etc., will be entertained after the submission of the tender.
- 2.21 The Supplier should attach a copy of financial bid/Proforma Invoice of the Instrument quoted (without cost/price figures) alongwith the technical bid to assess the components quoted in the bid.**
- 2.22 The nomenclature of the instruments and spares will be invariably same in Proforma Invoice, Invoice, Packing list and all other relevant papers incase the Bidder is awarded with the purchase order for supply against its offer.
- 2.23 With the submission of his Tender the Bidder accepts the conditions of the Tender.
- 2.24 If the instrument supplied is not in conformity with the specification other than asked for, it will have to be replaced at the risk and cost of the supplier. No Freight and other charges for export and re-shipment will be paid by the Board.
- 2.25 **The authorized Indian agent/Representative should have minimum two years continuous agency /partnership/joint venture/participation or collaboration with their principal foreign supplier. The documentary proof of such agency ship /authorization/MOU should submit alongwith the technical part. The bid of the firm does not contain the proof of such nomination/authorization as Indian agent will be rejected.**

- 2.26 The installation of the instruments is the entire responsibility of the supplier. It must be done either by the principal/supplier or their authorized agents within one month of the receipt of the instruments by the Board. The supplier or their authorized Agent should be in touch with the Material Section of the Board to know the exact day of receipt of stores supplied/dispatched by them.
- 2.27 At present One Lyophilizer-1000 Kg. Cap. is required. The quantity mentioned in the tender documents may be increased at the discretion of the Competent Authority in Central Pollution Control Board without assigning any reason.
- 2.28 Each and every folio of the Tender must be signed by the Bidder.
- 2.29 **The bidder should attach a separate list for the consumable/spares required for smooth operation of the instrument at least for three years (as optional items) and two copies of trouble shooting manuals, electric circuits etc. alongwith the bid.**
- 2.30 **Annual maintenance contract: The bidder should quote the charges for annual maintenance contract after the warranty period for the instrument**
- 2.31 The instrument for which Tenders are invited will have to be supplied within 60 days from the date of L.C. opening in the case of foreign suppliers. A period of 45 days will be allowed from the date of purchase order in the case of Indian manufacturers/suppliers.
- 2.32 The after sales service is most important to be considered for comparison of the bids. In the case of Foreign Bidders, Bid of those firms who do not have Indian Agents and sufficient infrastructure facilities to provide after sales service during warranty period will not be considered. The detailed list of infrastructure facilities including technical experts available to provide the after sales services should be attached alongwith the technical parts of the bid.
- 2.33 The bid from Principal manufacturing firm will only be considered. Therefore, the foreign supplier must submit the tender. The bid if any received from Agents on behalf of their principals will not be considered. The Indian agency attending charges will be paid in Indian Rupees. Therefore, the charges on account of agency charges should be clearly mentioned. In the case of indigenous instruments price should be quoted on FOR CPCB basis and in the case of imported instruments the price should be quoted on FOB basis.
- 2.34 At any time prior to the deadline for submission of bids the buyer may for any reason whether at it's own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by an amendment.
- 2.35 The Amendment if any, will be brought to the notice in writing or by fax to all concerned Bidders who have purchased the bidding documents and will be binding on them.
- 2.36 In order to afford prospective Bidder reasonable time in which to take the Amendment into account in preparing their bids, the purchaser may at its discretion, extend the deadline for the submission of bids.
- 2.37 The prices must be quoted item wise i.e. basic price, taxes, packing forwarding, handling installation and training charges etc. The charges must be quoted clearly and not in vague terms like "As Actual" "Approx" etc.

- 2.38 If according to the Bidder, the Tender Documents contain unclear points which could influence price calculations, the bidder has to inform the authority who is issuing the call of Tenders before submission of its Tender, either in writing or by fax, even if he has pointed out this earlier in any other form/reference.
- 2.39 The Equipment to be shipped to the site (as designated by buyer and with in India) and properly installed, commissioned tested and local operator should be trained. Training charges, if any, should clearly be mentioned in the price bud.
- 2.40 **i) MOST IMPORTANT:- The Patent on "Lyophilization Technology for Skin/Hide" preservation is Patented by the Central Pollution Control Board. As such, the firm/supplier; whosoever getting the award of work/supply order will have to sign an Intellectual Property Licence Agreement with Central Pollution Control Board separately Prior to award of Work/Supply order. The Payment should be made through Demand Draft in favour of Central pollution Control Board, Delhi.**
- ii) In the case of foreign suppliers, the payment for Patent and performance Bank guarantee/security @ 10% of the purchase order value, valid till warranty period should be submitted before releasing 80% payment.**
- iii) The case of Indian Suppliers quoted on FOR destination in Rupees, the payment for Patent and performance Bank guarantee/security @ 10% of the purchase order value, valid till warranty period should be submitted before releasing 100% payments.**
- 2.41 **MOST IMPORTANT
PLEASE NOTE THAT ANNEXURE-I OF THIS DOCUMENT MUST BE ENCLOSED WITH THE FIRST PART OF BID i.e. "TECHNICAL AND COMMERCIAL BID" AND ANNEXURE-II AND III WILL BE KEPT IN THE SECOND PART OF BID i.e. PRICE BID.**
- 2.42 **PLEASE NOTE THAT THERE IS NO NEED TO ENCLOSE THE ENTIRE TENDER DOCUMENT (SUPPLIED BY THE BOARD) WITH YOUR BID. ONLY ANNEXURE- I, II AND III NEED TO BE ENCLOSED AS PER INSTRUCTION STIPULATED IN PARA 2.6 AND OTHER RELEVANT PARAGRAPHS OF THIS BID.**
- 2.43 The Bidder should submit the proposal including price for higher capacities of Lyophilizer Equipment in multiples of 1 tone capacity (2 tone, 3 tone,..... etc.,) along with price bid (in future, large number of Lyophilizer-1000 Kg. Cap. Of varied capacities will be required.)
- 2.44 **The foreign bidders must indicate the following information in their proforma invoice alongwith the Price Bid separately for the instruments.**
- a) **Country of Origin.**
 - b) **Port of Shipment.**
 - c) **Name & Address of beneficiaries Bank, Branch name with Account No. & SWIFT No.**
 - d) **Minimum delivery period.**
 - e) **Whether transshipment/partner shipment is required or not.**
 - f) **Agency commission, if any payable to the Indian Agent, their Complete address, telephone & fax number.**

- 2.45 The items have to be supplied in standard packing. The foreign supplier should use the minimum possible packets and should reduce the size of the packing in volume to avoid extra demurrage in the bonded warehouse in India, if any.

Important - Bank charges: 60 days time for shipment and further 21 days for negotiation will be given. All Bank charges inside the country (in India) will be buyers account and all Bank charges outside the country should be borne by the supplier / beneficiary. The bidders may note this and quote the price of the instrument/ equipment accordingly. In the case of Foreign Suppliers, they will have to ensure shipment of the consignment as per the validity of the letter of credit established in this regard. In case of extension of supply date is sought, the bank charges towards the amendment of L.C. should be borne by the Beneficiary/Supplier.

- 2.46 Foreign Principals/their authorized Indian Agent shall intimate the buyer regarding the date of shipment well in advance. A copy of the invoice documents, air way bill, packing list, certificate of country of origin may be forwarded to the purchaser by fax immediately after shipment of the consignment to clear from custom authorities so as to avoid demurrage charges.
- 2.47. Prior to placing purchase order, incase the buyer desires to inspect the stores/ instrument including demonstration, the same should be arranged by the supplier or their authorized Indian agent on free on charges.
- 2.48 The supplier will be held liable for any damage, theft or loss during transit. In the case of Indian suppliers, the instruments are to be dispatched to the respective places directly and to be installed there, by the supplier under intimation to, CPCB Office at Parivesh Bhawan, Delhi-32.

3.0 PAYMENT CONDITIONS

- 3.1 For Foreign Bidders:- The foreign bidders should quote the price in foreign currency. Incase, they have components of Indian origin and services of Indian Agent, the same may be quoted Indian Rupees.
- 3.2 100% payment will be released through irrevocable Letter of Credit in the name of foreign bidders for stores of foreign origin.
- 3.3 80% payment will be made on shipment of the Lyophilizer-1000 Kg. Cap. and on furnishing performance Bank Guarantee for 10% of the Purchase order, valid till warranty period and on payment for Patent.
- 3.4 20% will be released on satisfactory commissioning, erection, testing, final inspection and successful trial of the instrument.
- 3.5 For Indian bidders 100% payment will be released on satisfactory supply, installation/commissioning of the instrument and on furnishing performance security/Bank Guarantee for 10% of the purchase order value valid till warranty period and payment for Patent.
- 3.6 The performance Security/Bank Guarantee be furnished by the Principal supplier or their authorized Indian agent from any Nationalized Bank. No Proposal for advance payment will be allowed in any case. Proposal for advance payment, documents and payment through bank will not be considered.

- 3.7 **The defective, substandard and contrary to the specification of instruments supplied have to be replaced by the supplier at their cost and responsibility. In case of indigenous instrument/equipment quoted by Indian firms/ representatives/Indian agents of foreign supplier/manufacturers in rupee terms the payment will be made in Indian rupees directly after supply and satisfactory installation.**

4.0 SETTLEMENT OF DISPUTE, ARBITRATION

i) All disputes or difference arising out of or in connection with the contract and Works/supply of the Instrument assigned under the same (whether during the progress of the works/supply or after their completion, determination, abandonment or breach of the contract) shall be Settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of three (3) Arbitrators appointed by the Chairman, Central Pollution Control Board. The decision of the arbitrator shall be final and binding. It will not be an objection to any such appointment that the arbitrator is Government servant and had any interest in the Board or the contract entered into directly or indirectly. In all cases, the Arbitrator shall state reason in their decision in writing and if, the amount of claims in dispute is Rs. 1,00,000/- and above, subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. Arbitration proceedings shall be held at Delhi/New Delhi, India and the language of arbitration proceedings and that all documents and communication's between the parties shall be in English. The Party invoking Arbitration clause shall bear the cost of Arbitrator mutually agreed upon.

ii) It is a term of the contract that the party invoking the arbitration shall specify the dispute or disputes to be referred to the arbitration under this clause together with the amount or amount claimed in respect of each such dispute.

iii) It is also a term of the contract that if the supplier (s) do not make any demand for arbitration in respect of any claim (s) or dispute in writing within 90 days of submission of the final bill for payment, the claim of the supplier will be deemed to have been waived and absolutely barred and the Board will be discharged and released of all liabilities under the contract in respect of these claims.

iv) The decision of CPCB regarding the quantum of reduction as well as justification thereof in respect of rates for sub-standard work, will be final and would not be open to arbitration. Provided always that no compensation shall be payable for any loss in consequence of hostilities or war-like operation(a) unless the supplier had taken all such precautions against Air raid as are deemed necessary By A.R.P. officers of the Engineer-Incharge, (b) for any materials etc., no on the site of work or for any tools and plant, machinery, scaffolding, temporary building and other things not intended for the work.

v) In the event of the supplier having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as considered reasonable by CPCB. Compliance within such time as CPCB may prescribe in that behalf and in the event of the supplier failing to effect such compliance within the time prescribed by CPCB then CPCB shall without prejudice to his other rights be entitled to withhold from the amount payable to the contractor any amount payable to the workmen under any such laws, regulations or rules and to make payment thereof to the workmen. The CPCB shall also have in that event the right to terminate the contract with immediate effect and to

exercise powers reserved to their employer under the contract as a result of termination.

4.1 LAWS AND REGULATIONS

The formation, validity and performance of this Contract shall be governed as to all matters by and under the laws and regulations of India and courts of Delhi shall have exclusive jurisdiction in all matters arising under this Contract.

The Supplier shall respect and abide by all laws and regulations of India and shall make its best effort to ensure that the personnel of the Supplier and their dependents, while staying in India, shall respect and abide by all laws and regulation of India.

The Supplier shall protect, absolve and indemnify the Board, and their representatives from any claim, loss or damage arising from any non compliance alleged or proved, without claiming them for payment.

4.2 FORCE MAJEURE

Vendor shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil, wars, strikes, fire frost, floods, riots and acts of usurped power. Only those causes which have a duration of more than 7 calendar days shall be considered cause of force majeure. A notification to this effect duly certified by the Local Chamber of Commerce/Statutory Authorities shall be given by the Vendor to the buyer by registered letter. In the event of delay due to such cases a length of time equal to the period of force majeure or at the option of the buyer, the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of buyer. In the event of such cancellation the vendor shall refund any amount advanced by the Purchaser and deliver back any material issued to him by the Purchaser and release facilities, if any, provided by the Purchaser.

5.0 INJURY AND DAMAGE

5.1 Injury or Death of Persons

The Supplier shall be liable for and shall indemnify the Board against any liability, loss claim or proceedings whatsoever arising under any statute or law in respect of personal injury death or any disability caused by the carrying out the Works unless due to any act or neglect of the Board, or of any person for whom the Board is responsible.

5.2 Damage to Property

The Supplier shall be liable for and indemnify the Board against and insure and cause any Manufacturers and subcontractors to insure against any expense, liability, loss claim or proceedings in respect of any damage whatsoever to any real or personal property for any one occurrence in so far as such damage arises out of or in the course of or by reason of he carrying out of the Works and is due to any negligence, omission or default of the Supplier or any person for whom the supplier is responsible or any Manufacturers and subcontractors or person whom the Manufacturers and subcontractors are responsible.

6.0 ROYALTY AND PATENTS

6.1 The Supplier shall pay all royalties and licenses fees for the use of any patented item, whether it may be an invention, method, arrangement, article, process or appliance used in connection with the performance of the Contract. The supplier

shall indemnify and save harmless the Board against any and all costs, damages and expenses of any nature or kind whatsoever which may arise out of or result from a claim by any person, firm or corporation that the manufacture, purchase, use of sale of any of the inventions, methods, arrangements, articles processes or appliances used in connection with the performance of this Contract infringes any patent of such other rights. The Supplier shall, at the request of the Board, defend the Board against any suit brought to enforce any such claim at the Suppliers expense.

- 6.2 In case any such patented item used on or in conjunction with the Works is in suit held to constitute an infringement of its use enjoined, the supplier shall either secure for the Board the right to continue using the said item by suspension of the injunction, by procuring for the Board a license or otherwise, or will replace such items with a non-infringing item or modify it so that it becomes non-infringing or with the Board's approval remove the said enjoined item and refund to the Board the sums paid thereof.

7.0 EFFECTIVENESS

This Contract shall come into force and effect on the date of the Letter of Award and shall be in force until the Works have been completed and all the payments have been made to the Supplier, except the obligation of the warranty period by the Supplier.

Annexure-I

S.No. /ICB
APPLICATION FORM

(To be filled by the bidder)

- 1) Name and full address of the Bidder including Telegraphic Address/Telex No. and Fax No. :
- 2) Name and Designation of the Head of the Firm/supplier and his Telephone No. :
- 3)
 - i) In case the supplier is located out of Delhi; specify the Address/ Authorized Distributor's or Agent's Address in Delhi, if any. :
 - ii) Name, Designation, Address Telephone & Fax Numbers of the Authorized Person who may be contacted during the process of the purchase concerned under this document (Applicable for all the suppliers) :
- 4) Item Code Number(s) quoted for :
- 5) Whether Earnest Money Deposited (Amount: Rs./US Dollar/ - bid currency) :
- 6) If yes, Demand Draft No, Date and Name of issuing Bank. :
- 7) Validity of Tender :
- 8) If the tender documents are accepted in full (Yes or No) :
- 9) Income Tax Clearance Certificate attached (Latest) (Yes or No) with PAN Number. :

Place:

Date :

Legally Binding Signature with stamp

BID FORM**ANNEXURE - II****No. /ICB**

Details showing quantity, specification and other details of the instruments offered (to be filled by the bidder and must be kept in "Price Bid" part of the Tender)

Sl.No and Item code Number of instruments as per our tender Document	Name of Instrument	The Specification offered by the Bidder	Difference in Specifications of tender document and that of Bid, if any	Quantity	Unit Price (in Rupees excluding rates at col. no. 7)	Taxes and other expenditures (Sales Tax/VAT, C.S.T, freight, cost of installation & training (in case of indigenous items)etc.	Total Amount (FOB Value in case of imported and FOR CPCB for indigenous in Rupees)
1	2	3	4	5	6	7	8

NOTE:- If this sheet is not sufficient to accommodate the bid the additional sheets containing the same proforma but all such sheets including this one must be signed by the Bidder along with the seal. This Annexure must enclose in the Proforma Invoice price bid for item wise. Separate Bid form should be attached against each item, quoted for.

Administrative Officer (Material)

Signature with date & stamp of the bidder

UNDERTAKING

DATE _____
TENDER NOTICE NO _____

TO

THE CHAIRMAN
CENTRAL POLLUTION CONTROL BOARD
(MINISTRY OF ENVIRONMENT & FORESTS GOVERNMENT OF INDIA)
C.B.D. CUM OFFICE COMPLEX
EAST ARJUN NAGAR DELHI - 110 032.

Sir,

Having examined the conditions of Tender Document and specifications of the instruments, the receipt of which is hereby acknowledged. We, the undersigned, offer to supply, delivery and install the following:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 8.
- 9.
- 10.
- 11.
- 12.

(Please add additional pages, if required)The above supply, installation shall be in conformity with the specifications and conditions of supply.

We undertake if our bid is accepted to deliver the instruments quoted by us, we shall deliver and install within the period indicated by us in our offer.

We agree to abide by this bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before expiration of that period.

We are submitting a Demand Draft for Rs...../in bid Currency in favour of "Central Pollution Control Board", Delhi towards the Earnest Money.

This Bid, together with your written acceptance thereof in your notification of award shall constitute a bidding contract between us.

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

Dated this.....day of.....2011

Signature of authorized Person, Name with Stamp & full Address.

ANNEXURE-IV**SPECIFICATION OF LYOPHILIZER-1000 Kg. Cap.**

01	Application	For freeze drying full size animal hides such as sheep, goat and buffalo
02	Capacity	1000 kgs.
03	Sizes of the hides	Size 1 : 2.5mtr x 2.5 Mtr weight - 40-50 kgs Size 2: 1.5mtr x 1.5 mtr weight - 2-3 kg Size 3 : 1.3mtr x 1.3 mtr weight - 1-1.5 kg
04	Capacity to be handled per batch	2.5mtr x 2.5mtr - 20-25 hides OR 1.5 mtr x 1.5 mtr - 350-500 Units OR 1.3mtr x 1.3 mtr - 670- 1000 Units
05	Estimated water Qty per batch	500- 600 Ltrs
06	Batch Process	Loading/Unloading/Defrosting/Freeze drying operation to be completed in less than 15 Hours
07	Types of Loading	Suitable trolley for loading and unloading with hanging Method , Skin not to be folded Each rod capable to hold 50 kg
08	Drying Chamber	Round Chamber with SS304 Stainless Steel and mounted on a frame Full size Door opening Drain Provision View Glass Manual Door locking system Suitable design for High Vacuum application
09	Condenser System	The Temperature of the Condensing coil should go Option 1: below minus (-) 40 ⁰ C Option 2: below minus (-) 70 ⁰ C and the load handling capacity must be in the range of 500 to 600 Kgs of moisture removal in less than 15 Hours
10	Refrigeration System	Must use hybrid compressors with two stage, water cooled condensers and must use locally available CFC free refrigerants. Cooling system should be included
11	Heat Jacket System	Product heating provision capable to produce heat upto 35 degree centigrade to be provided to accelerate the Freeze drying process
12	Vacuum System	Suitable size reputed brand Vacuum pumps are to be used. Vacuum Should reach well below 0.02mbar It must be capable of handling large volume of water vapor that will come out during the process of drying.
13	Control System	Microprocessor or PLC based control system to control the Freeze drying process in multiple steps.

		<p>Digital indication or display should be available for Vacuum/condenser/product temperature/cooling water temp/defrost water temp/any other relevant parameters.</p> <p>Freeze-drying process must complete without operator interface.</p> <p>Running hours for batch and Time totalizer for Vacuum Pumps</p> <p>Suitable capacity Energy meter to be installed</p>
14	On line weight measurement system	load cells of capacity 3 tonne to be inbuilt within drying chamber for measuring the weight on line during the process.
15	Accessories	Generator Set (optional) of capacity 200 KVA Cooling system and pumping system Required spares for one year of operation should be provided.
16	Testing and Inspection	The vendor should show full load batch trial at the slaughter house and it should comply with all the above mentioned requirements , Hides will be arranged by CPCB
17	Installation and Testing at Site	The Equipment to be shipped to site (as designated by CPCB and within India) and properly installed, commissioned tested and local operator to be trained
18	Rolling Machine	<ul style="list-style-type: none"> • Electrically operated silicon rubber rolling machine for squeezing animal skins/hides weighing 1.5 - 50 kg to remove free water without effecting grain structure of skin. • The machine should consists of two rollers which can be adjusted to thickness of 0- 4 cm (adjustable). The skin/hides are required to be passed in between the rollers wherein the skin/hides moves with the working rollers. • Water/blood collection system should be provided to collect water removed by squeezing • The rollers should be mounted on a stand with movable wheels
19	Other information	The Vendor must provide the running cost of the equipment along with maintenance cost until warranty / guarantee period.

CHECK LIST FOR THE BIDDER

1. Bid on Original Tender form only.
2. Separate EMD against each item.
3. Earnest money or necessary documentary proof for exemption of earnest money with the part 1 of the bid.
4. Price must be Part II of the bid in the form provided at annexure II of the tender document.
5. The Basis Price, Taxes, Packing, Forwarding, Handling, Transportation Insurance, Installation charges etc. must be quoted clearly. Do not use vague terms like "As Actual, Approximately etc".
6. Do not use the terms As per Specification of Tender Documents' in respect of instruments. There should be proper write up of production quoted for supported with printed leaflets literature.
7. In case the bidders desirous to quote more than one etc, separate envelope should submitted (technical & price bid) for individual item superscribing item code number and name.
8. **With technical bid, the bidder should provide a copy of the price bid format (giving details of the items, accessories, spares etc.) Without specifying the price other than one mentioned in annexure – of this tender document.**