

TENDER
FOR
SUPPLY OF
ENERGY DISPERSIVE X RAY FLOURESCENCE
SPECTROMETER



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Section I

Introduction

1) Scope of work:

Haryana State Electronics Development Corporation Ltd. (HARTRON), a State Govt. undertaking invites sealed bids from the manufacturers/their authorized distributors for the supply of following items:-

ENERGY DISPERSIVE X RAY FLOURESCENCE SPECTROMETER ---- Qty. One

2) Eligibility Criteria for Bidders:

2.1 Bidders General Qualifications

- i) This tender document is open to all firms/companies both from within and outside India, who are eligible to do business in India under relevant Indian laws as in force at the time of bidding.
- ii) Firm/company declared by Haryana Govt., including HARTRON to be ineligible to participate for corrupt, fraudulent or any other unethical business practices shall not be eligible during the period for which such ineligibility is declared.
- iii) Breach of general or specific instructions for bidding, general and special conditions of contract may attract a proceeding to declare a firm/company ineligible for a certain period or certain number of consecutive tender calls

2.2. Minimum Eligibility Criteria

- i. The bidding company must have a turnover of Rs Two Crores each in the last two financial years from the related business and must be a profit making company for the last two consecutive years. (Audited balance sheets to be enclosed)
- ii. The bidding company must have supplied similar type of equipment as mentioned above at (1) to at least three organisations/ departments/laboratories of Govt. of India, State Govt., Boards, and Corporation etc. preferably to forensic science laboratories or similar organisations. The satisfactory reports from these customers are required to be enclosed with the pre qualification cum technical bid.
- iii. The bidding company should have support centers/after sales service centers in Haryana/Chandigarh and Delhi/Gurgaon. In case company does not have support center/after sales service center in Haryana/Chandigarh and Delhi/Gurgaon, it should enclose an undertaking with the bid to set up the support centers within a month in case the contract is awarded to it and the same should be functional till the period of warranty or AMC which ever is later.
- iv. The bidding company must certify that the Technology/equipment quoted is State of the art and latest and the original vendor shall provide the technology support for at least five years.

3) Schedule of Tender:

a. Sale of Bid Document

- i) A complete set of Tender documents can be purchased by the bidders on submission of written application to the MD, HARTRON and upon payment of a non-refundable fee of Rs. 500/- (Rupees Five Hundred only) in cash or through Demand Draft from a scheduled bank, drawn in favour of "Haryana State Electronics Corporation Ltd.", payable at Chandigarh. The document can also be downloaded from Hartron Web site i.e. www.hartron.org. Such bidders are required to submit the tender fee of Rs.500/- along with the EMD as specified at Sr.No.4 of section 1 of this tender.
- ii) Tender document will be sold from 9.00 am to 5.00 pm on all working days starting from 9.00 a.m. on 22.06.09 till 5.00 pm 10.07.09.
- iii) This Tender document is non-transferable.

b. Submission of Bids

Sealed offers prepared in accordance with the procedures enumerated at Sr. No. 9 under Section I should be submitted to the office of Managing Director, HARTRON, SCO 111-113, Sector-17 B, Chandigarh on or before the last date i.e. upto 2:30 pm on 13.07.09.

c. Opening of Pre-qualification cum Technical Bids

At 3:00 pm on 13.07.09.

Haryana State Electronics Development Corporation Ltd.

SCO 111-113, Sector-17 B, Chandigarh.

The bidders or their authorized representatives may be present if they so desire.

d. Advice to the Bidders

Bidders are advised to study this tender document carefully before participating. It shall be deemed that submission of Bid by the bidder have been done after their careful study and examination of the tender Document with full understanding to its implications.

4) Earnest Money Deposit (EMD)

All bidders irrespective of they being registered with the HARTRON or with Police Department, Haryana, are required to deposit EARNEST MONEY as given below.

The offer received without required Earnest Money shall be rejected without further reference.

All bids must be accompanied by an earnest money of Rs. 1,00,000/- in the form of Demand draft from a scheduled bank, in favour of "Haryana State Electronics Corporation Ltd." payable at Chandigarh.

No interest shall be payable by Hartron on the Earnest Money deposited by Bidder.

5) Period of Validity of Offer

Offer should remain valid for 180 days after the date of opening of the Pre qualification cum technical bid as prescribed by the Corporation. If the validity of the offer is extended, the validity of EMD will also have to be extended. An offer valid for a shorter period may be rejected by Hartron as non-responsive.

6) Language of the Bid Proposal

The Language of the bid proposal as prepared by the Bidders shall be English and all further correspondence and documents related to the bid proposal exchange with the corporation shall be English.

7) Amendment of Tender Document

The amendments in any of the Terms and Conditions of this Tender Document will be notified in writing or by fax or by email to all prospective Bidders who have purchased the Tender Documents and will be binding on them.

8) Procedure for Submission of Bid

The Bids should be submitted in two parts i.e. Prequalification cum Technical and commercial bid.

Pre-Qualification cum Technical bid: - The pre qualification cum technical bid should be put in a single sealed cover super scribing the wordings "**Pre-Qualification cum Technical Bid**" for Tender no: HARTRON/PROJ/FSL X Ray-1/2009-10 for ENERGY DISPERSIVE X RAY FLOURESCENCE SPECTROMETER

Please note that prices should not be indicated in the Pre-Qualification cum Technical Bid and if price found quoted, the bid will be summarily rejected.

Commercial Bid:- Commercial Bid should be put in a single sealed cover super scribing the wordings "**Commercial Bid**" for Tender no: HARTRON/PROJ/ FSL X Ray-12009-10 for ENERGY DISPERSIVE X RAY FLOURESCENCE SPECTROMETER

Commercial Bid should only indicate prices filled as per Annexure 1 F and 1 G provided in the Tender Document.

The Pre qualification cum Technical Bid Cover and Commercial Bid Cover prepared as above are to be kept in a single sealed cover superscribed with the wordings "Tender For Supply of ENERGY DISPERSIVE X RAY FLOURESCENCE SPECTROMETER. Tender Number, Due Date and the wordings "DO NOT OPEN BEFORE 3.00 pm on 13.07.09.

Only authorized person should sign the tender/quotation. His name, designation and address should be given in capital letters.

In the event of bid being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, or in the case of a Company, the quotations should be executed in the manner laid down in the said Company's Articles of Association. The signatures on the quotations shall be deemed to be authorized signatures.

All the columns of the quotation form enclosed at Annexure 1A & 1G of tender document shall be duly, properly and exhaustively filled in. The rates and units shall not be overwritten. Quotations shall always be both in the figures and words. The words "No quotations" should be written across any or all of the items in the schedule for which a tenderer does not wish to tender.

Any omission in filling the columns of "units" and "rate" shall altogether debar a quotation for being considered.

No tender will be considered unless and until all the documents are properly signed and all corrections must also be signed by the tenderers.

The quotations will be regarded as constituting an offer or offers open to acceptance in whole or in part or parts at the discretion of Managing Director, HARTRON.

Late Bid

The cover should also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "Late".

Bid Prices

- a) The Bidder on the Price Schedule shall indicate the unit prices of each item and total bid prices of the items to be supplied under the Contract.
- b) Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - i. The price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable.
- c) Fixed Price quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an variable price quotation will be treated as non-responsive and rejected.

9) Withdrawal of Bid proposal

No bid proposal or any part of it will be permitted to be withdrawn subsequent to the deadline for the submission of the bids.

10) Contents of the Bid

The bids prepared by the bidder shall comprise the following components -

Pre-Qualification cum Technical bid comprising the following are to be filled as per the format provided in tender:-

- I) Duly signed original tender document on each page
- II) Draft for Earnest money
- III) Copy of valid import license.
- IV) Bidder must be in the business for the last two years for supply of such equipment. Audited balance sheets for the last two years i.e. 2007-08 and 2008-09.
- V) Manufacturer warranty Annexure-1A
- VI) Bidder's particulars Annexure-1B, Annexure-1C.
- VII) Technical detail Annexure-1D
- VIII) After sales service certificate Annexure 1E
- IX) Customer satisfaction report from at least three customers for supplying them with similar products as specified in clause (iii) of 2.2 Section I.
- X) Copies of the minimum three supply orders placed by organisations/ departments/laboratories of Govt. of India, State Govt., Boards, and Corporation etc. preferably to forensic science laboratories or similar organizations.
- XI) An undertaking to comply with the warranty as specified at clause 19 under section I. Bidder shall specify the brand name, make and technical specification of all the equipment and accessories quoted under this tender.
- XII) All the annexure enclosed with this document should be duly filled up and signed.

Commercial Bid: - Commercial bid comprising bid letter and proforma is to be filled in accordance to the proforma given at Annexure-1F and Annexure 1G. **The prices quoted should be in Indian Rs only.**

11) Evaluation of Bids:

An evaluation committee consisting of officials from HARTRON and Police department, Haryana will evaluate the bids of all the bidders both technically and commercially as per the following schedule/pattern.

- i) Only Pre-qualification cum Technical bid shall be opened on the day of opening of the bids at 3:00 P.M. of 13.07.09 (see 3) in the presence of bidders representatives who intend to attend at their cost. The bidders' representatives who are present shall sign a register evidencing their attendance.
- ii) Conditional bids shall be summarily rejected.
- iii) The pre qualification cum Technical bid document shall be evaluated as per the following:-
 - a) The documentation furnished by the bidder will be examined to see whether the qualifications and specific requirements mentioned in this document are fulfilled.
 - b) The bidders will also be required to make a presentation/demonstration of the equipment, if required any, to the evaluation committee.
- iv) The Commercial Bid of those bidders who satisfy the parameters laid out in the pre qualification cum technical bid will only be opened. The Place, date and time of the opening of the commercial bid shall be notified separately.

12) Criteria for Disqualification

Hartron may adopt such criteria for disqualification of a Bidder as Hartron may consider appropriate. Such criteria may include, without limitation, the following:-

- a) Failure by any Bidder(s) to provide all of the information required in the Bid Proposal or any additional information as requested by the corporation including any supporting document;
- b) Non Receipt of Bid Proposal on or before the last date and time specified in this document;
- c) Material inconsistencies in the information submitted;
- d) Misrepresentations in the Bid Proposal or any supporting documentation;
- e) Non – payment of Earnest Money deposit.
- f) Incomplete or conditional bids that do not fulfill all or any of the conditions specified in this tender document and bids not quoted as per the tender document.
- g) Use of unfair means

- h) Bids found in unsealed cover, Unsigned bids; Bids signed by unauthorized person and unsigned corrections in the bids.
- i) Offer with price variation clause.
- j) The bid shall contain no erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person or persons signing the bid.

13) Right to negotiate

The negotiation with the lowest three technically qualified bidders shall be carried as per the State Govt purchase procedures/policy by HARTRON/any other competent authority/Special High Powered Purchase Committee of the Haryana State.

14) Acceptance of the Bid

HARTRON do not bind themselves to accept the lowest or any bid and reserves the right to:

- i) Reject any or all bids with/without any reason.
- ii) Accept/prefer any bid or Bidder without assigning any reason and also reduce or extend the period of contract without assigning any reason.

15) Cross Checking

HARTRON on behalf of Director FSL, Haryana reserves the right to contact and verify Bidder's information, references and data submitted in the Bid proposal without further reference to the Bidder.

16) Absence of Specifications

The absence of specifications details regarding any equipment to be supplied under this project implies that best general practices will prevail and that first quality material and workmanship will be applied as per the discretion of HARTRON. Certification standards, when available, for the to-be-installed equipments and materials, will prevail.

17) Cost involved in Tendering

The Bidder shall bear all costs associated with the preparation and submission of its Bid, including the cost of presentation for the purposes of clarification of the bid, if so desired by the HARTRON, HARTRON will in no case be responsible or liable for those costs.

18) Earnest Money Refund

- i) The draft of Earnest Money to the bidder(s), who fail(s) to qualify for the Commercial Bid, will be returned back by HARTRON to the authorized representative of the Bidder against a proper receipt or will be sent by the registered post at the mailing address of the Bidder as specified in the bid within eight weeks after completion of Technical Bid evaluation.
- ii) The draft of Earnest Money to the bidder(s), who qualify(s) for the Commercial Bid, but do not get the order for the project will be returned back by HARTRON to the authorized representative of the Bidder against a proper receipt or will be sent by the registered post at the mailing address of the Bidder as specified in the bid within one month after the release of purchase order by HARTRON on the successful Bidder.

19) Warranty

- i. The Vendor will also be responsible for providing comprehensive on site warranty as per the following:-

Minimum two years for Energy Dispersive X Ray Fluorescence Spectrometer.

- ii. The said warranty shall be deemed to commence from the date of issue of the letter for successful completion of the supplies by the office of Director, FSL, Haryana.
- iii. The 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. Limited/carry in warranty will not be accepted. The supplier will provide after sale service during the warranty period from Chandigarh or from nearest place to

- installation. The supplier will attend the complaint within 24 hours and not beyond 48 hours.
- iv. After the warranty period is over successfully, the indenting department shall award the AMC with spares for two years to the vendor at the rates negotiated at the time of award of the contract. However, the indenting department has the option to award AMC to any other third party
 - v. Vendor should have satisfactory arrangement to receive complaints during the period of warranty as well as AMC as the case may be.
 - vi. **After sales service:-** The bidder during the warranty period shall undertake/close any complaints comprises of physical checks of equipment replacement of parts from its local centre located at Chandigarh/Panchkula within 24 hrs. from the receipt of the equipment. Complaints pertaining to component level repair, the bidder shall be undertaken/close the same within 7 days of the receipt of equipment. In case of failure of removal of the fault beyond the times specified, the warranty period shall be extended accordingly and the successful bidders shall be required to extend the bank guarantee for the same period.

20) Release of Order

After Acceptance of a Bid Proposal either by HARTRON or by Special High Powered Purchase Committee of Haryana Govt., as the case may be, HARTRON on behalf of O/o Director, FSL. Madhuban will release the formal order in favour of the successful bidder.

21) Right to vary Quantities at the time of Award

The HARTRON reserves the right to vary the quantities and/ or split the order among the selected bidders and fix a delivery schedule. HARTRON also reserves the right to order additional quantities at a price not more than the price accepted after this tender for a period of one year from the date of order placement.

22) Right to accept any Bid and to reject any or all bids

The HARTRON reserve the right to accept any bid, and to annul the Tender process and reject all or any bids at any time without assigning reason without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the HARTRON's such action.

23) Changes in Technical Specifications

HARTRON reserves the right to effect changes in the Technical Specifications. Any such change will be notified in writing to all those who have purchased this Document. In case, any of the bidder have submitted the bids before receiving the notification of changes, will be allowed to submit a revised Pre-Qualification cum Technical and Commercial bid.

24) Additional Information/Clarification

HARTRON reserves the right to ask for any additional information and samples, as it may deem necessary to evaluate the Bid Proposal. Bidders that fail to submit additional information or clarification as sought by HARTRON within one (1) week of the receipt of HARTRON's letter requesting for such additional information and/or clarification, their bids will be evaluated based on the information furnished along with the Bid Proposal.

The bidder is expected to examine all the instructions, forms, terms & conditions and specifications in the indenting document. Further to furnish all the information required by the indenting document or submission of a bid in every respect will be at bidders risk and may result in rejection of the bid. In the event of tender being accepted the bid will be converted into contract which will be governed by the conditions specified under section II mentioned at pages 11 to 15.

Read and accepted

Signature on behalf of
M/s-----

Section II

Terms and Conditions of ORDER

2.1 Prices

1. The total F.O.R destination prices mentioned in purchase order are inclusive of customs, current excise duty, freight, insurance, Sales Tax / VAT etc. Further if there is any change in the excise duty by Govt. of India then the same shall be applicable on presentation of the proof. No change in any other duties, including Sales Tax/VAT, Custom Duties, affect due to devaluation of Rupees shall be entertained.
2. The successful bidder shall be responsible for the opening of letter of credit for the import of the equipment as specified at scope of work in section I (1).
3. The prices quoted for the equipment and related accessories/Services shall be firm throughout the period of contract and shall not be subject to any upward modification whatsoever

2.2 Transit Insurance

The supplier has the responsibility to get the transit insurance

2.3 Change in the Minimum Specified Work

- i) In the event of withdrawal or discontinuance of any item or items and consequent ceasing of or reduction in demand the vendor shall not be entitled to any compensation. HARTRON will however, make all reasonable endeavors to give warning of any impending complete withdrawal or of any reduction seriously affecting quantities likely to be required under the order placed as specified in section 1(20).
- ii) If during the currency of execution of order, the specifications of any item or items to be supplied become obsolete, the vendor shall continue to comply with demands for the supply of the said item or items in accordance with the new specifications at rate not higher than already agreed rates at the time of contract, and the vendor will not be entitled for any compensation also.

2.4 Changes in order

Other than the changes, which subject to Section 2.3 above, no modification of the terms and conditions of the order shall be made except by written amendments signed by the both vendor and the HARTRON.

2.5 Delivery Period

- i) Supply, of the stock as mentioned in section 1(1) shall be completed within two month from the date of placement of the order.
- ii) The supply shall actually be deemed to have been complete on or before the date of completion of the supply of the stock.
- iii) If the vendor fails to deliver any consignment within the delivery period prescribed at part (i) of Section 2.5, the delayed consignment will be subject to 2% penalty per consignment per week recoverable on the value of stores supplied. In case of non payment by the vendor, recovery will be made from his bills or amount of Earnest Money with the HARTRON provided that:

No recovery of penalty will be made if HARTRON accepts the delayed supplies by extending the delivery period upto 1 week by recording in writing that the exceptional circumstances were beyond the control of the vendor and there was no loss to the indenting Department.

Where the delay on the part of supplies is more than 2 weeks, the matter of extension of delivery period will be referred by the Indenting Officer to the Committee appointed by MD/HARTRON with a certificate that there are genuine reasons for delay on the part of vendor and that no loss will result to Police Department, Haryana in case extension delivery period is allowed. In case the delivery period is extended, no penalty for supplies made during the extended period is recovered from the vendor.

On the failure of the supplier to make supply within the extended period, HARTRON on behalf of and in consultation with Police Department, Haryana can affect the Risk purchase. The said purchase at the cost of vendor will be made and delivered

by the MD, HARTRON within 6 months of the consent for risk purchase given by Director, FSL, Madhuban to HARTRON by inviting short-term quotations from the registered and other empanelled vendors and the purchase will be performed in consultation with Director FSL, Madhuban, Haryana. The excess cost thus incurred will be recovered from the vendor from his pending bills or Earnest Money or through court of law. This procedure will be adopted after serving a registered notice to the vendor to seek his explanations within 15 days and if the vendor fails to reply or is unable to explain up to the satisfaction of HARTRON as well as the Police Department, Haryana.

- iv) The unexcused delay in the performance of delivery or non supply of items by the vendor in the prescribed period may render him liable to any or all of the following penalties:-
- a) The penalty as mentioned at part (iii) of Section 2.5 above.
 - b) Forfeiture of earnest money.
 - c) Imposition of liquidated damage and termination of the contract as default.
 - d) The vendor may be Black listed or debarred for the period of 3 years for participating in any tender released by Haryana Govt.
 - e) HARTRON on behalf of and in consultation with Director, FSL, Madhuban can make Risk Purchase as mentioned at Sub-part 'c' of Clause (iii) of Section 2.5.

2.6 Warranty Period and Maintenance Services

- i) The vendor will be responsible for the comprehensive maintenance of all supplied equipments and related accessories free of charge during the warranty period as specified at Clause No. 19 of Section 1.
- ii) It shall be the responsibility of the vendor to keep the equipment in good working condition the necessary repairs/maintenance of equipment on monthly basis during the warranty period, otherwise it shall be treated as a non performance on the part of the vendor for which bank guarantee (equivalent to the 10% of the balance payment) may be forfeited and firm may be black listed for future business. The vendor shall provide free replacement of equivalent part as and when required.

2.7 Price Fall

- i) The prices charged for the Items/Services supplied under the contract by the vendor shall in no event exceed the lowest price at which the vendor sells the Goods or offers to sell Items of identical description to any persons/organizations including the HARTRON, Department of the Central or State Government or any Statutory undertaking of the central or State Government, as the case may be, till the signing of the contract.
- ii) If, at any time during the said period the vendor reduces the sale price, sells, or offers to sell such goods to any person/ organization including HARTRON or any Department/ Organization of State or Central Government or any statutory Undertaking of the Central or State Government as the case may be, at a price lower than the price chargeable under the contract, the Vendor shall forthwith notify such reduction, or sale or offer to sell to the purchaser and the price payable under the contract for the supply of material after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.

2.8 Inspection/Tests of the Items/Equipments

- i) The inspection of the sets shall be carried out by the office of Director, FSL and shall have the power to inspect/verify the items 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 vendor.
- ii) The inspection of the stores to be supplied under this order shall be carried out at Destination or any other place to be specified in the purchase order.
- iii) The vendor shall not be paid for supplies rejected as specified at Clause No. 2.10 of Section 2.
- iv) Vendor shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm whatsoever incidental to a full and proper examination and test of such supplies.
- v) HARTRON and FSL shall be under no liability whatsoever for rejected items and the same will be at the vendor's risk.

- vi) Rejected supplies shall be removed by the vendor at his own expense within 10 days after notice has been issued to him of such rejection, and failing such removal of rejected goods will be at vendor's risk and HARTRON on behalf of and in consultation with FSL, Haryana may charge the vendor the market rent for the space occupied by such rejected goods.
- vii) Super inspection of already inspected items/equipment may be carried out at the discretion of the Director FSL, Haryana after installation, by such officer as may be authorized by him. The provisions of conditions mentioned at part (i) of Section 2.10 will also apply to the Super Inspection.

2.9 Invoicing

- i. With every dispatch of goods or materials in the order, the vendor will prepare invoices in triplicate in the name of **Director FSL, Madhuban, Karnal** which will be mentioned in the order.
- ii. Invoice along with Delivery Challan in duplicate are to be sent by the vendor to the consignee. The duplicate of Delivery Challan to be returned by the respective indenting officers with the quantities or numbers received duly noted and signed thereon to the vendor.
- iii. Second copy to HARTRON along with the duly signed Delivery Challan received by the vendor from the respective intending officers for further necessary action regarding payments, etc. The payment shall be released by HARTRON after the receipt of inspection/verification of the materials from the Director, FSL in accordance to the clause 2.8 above and clause no.2.11.
- iv. The third copy to be sent by the vendor to the Director, FSL for record in its office.

2.10 Condition of Items Supplied

- i) This is subject to the condition that the materials are securely packed by the vendor in sound containers and the consignment is accepted by the carriers without any adverse remarks as to the packing or the condition of the containers. In case of any adverse remarks, the responsibility for the losses in transit will rest with the vendor.
- ii) The vendor will not be entitled to charge or be paid for supplies broken, lost or damaged in transit. Such supplies shall be removed by the vendor at his own expense. The decision in this regard taken by HARTRON in consultation with Police Department, Haryana shall be binding and final.

2.11 Payment Schedule

- No payment shall be made in advance for any supplies made under this order.
- 90% of payment will be released after inspection and delivery of the stores by the O/o Director, FSL and upon the receipt of the inspection/acceptance note from them.
- The balance 10% payment alongwith the EMD will be released after one month from the date of acceptance of the stores by the indenting department and submission of Bank Guarantee equivalent to the balance 10% payment. The bank guarantee should be valid till the completion of the warranty period (Refer clause no. 19(ii) of Section 1).

2.12 Sub-Contracting of the order

The contractor shall not assign or sublet contract without written approval of the officer sanctioning the contract.

2.13 Change in Company Structure

The Membership/Board structure of the Bidder, if changed after the Bidder is selected, the bidder shall accordingly inform HARTRON and Police Department, Haryana of such changes.

2.14 Compliance with Laws, Permits

The successful Vendor shall comply with all local, state, and Federal rules, regulations, ordinances, codes, and laws relating to the work or the conduct thereof and shall secure and pay for any permits and licenses necessary for the execution of the work and vendor shall be responsible for the same.

2.15 Forfeiture of Earnest Money

- i) If the Bidder withdraws his bid before the expiry of validity or after the acceptance of the bid, the Earnest Money Deposited by the bidder will be forfeited.
- ii) If the vendor fails to comply with any of the terms, conditions or requirement of order and the technical specifications as indicated at Section 3 of the tender document. The Earnest Money deposited by the Bidder will be forfeited.

- iii) In case vendor fails to comply with the delivery period as specified in the Section 2.5 the earnest money deposit will be forfeited.

2.16 Cancellation of Order

- i) In the event of the vendor failing duly and properly to fulfill the order or committing breach of any of the terms and conditions of this order or repeatedly supplying goods liable to rejection hereunder or failing, declining, neglecting or delay to comply with any demand or requisition or otherwise not executing the same in accordance with terms of this contract or if the bidder or his agent or servants being guilty of fraud in respect of this contract or any of his partners or representatives found directing, giving, promising or offering any bribes, gratuity, gift loan, perquisite, reward or advantage pecuniary or otherwise to any person in the employment of Government in any way relating to such officers or person or persons, officer or employment or if the bidder or any of his partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceedings or make any composition with his/their creditors or attempts to do so, then without prejudice to HARTRON's as well as FSL, Haryana, Madhuban rights and remedies otherwise, HARTRON on behalf of and in consultation with Police Department, Haryana shall be entitled to cancellation of order forth with and to blacklist the bidder and may claim back all or part of the money already paid to the bidder.
- ii) If during the currency of execution of order, the Vendor becomes bankrupt or otherwise insolvent or is likely to become insolvent or bankrupt, HARTRON on behalf of and in consultation with FSL, Haryana, Madhuban may, at any time, cancel the order by giving written notice to the Vendor. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to HARTRON and Director, FSL.

2.17 Consequences of Cancellation of Order

- i) Upon cancellation of order, the Vendor shall deliver or cause to be delivered all works carried out for and on account of the indenting department and all data and records required from or on account of the FSL, Haryana, Madhuban to the Director, FSL, Madhuban.
- ii) Cancellation of order shall not affect any continuing obligations of the Vendor under the Contract Agreement, which, either expressly or by necessary implication, are to survive its expiry or termination such as confidentiality obligations of the Vendor.
- iii) Upon cancellation of order for any reason whatsoever, the Vendor shall return to the FSL, Madhuban, any and all confidential information and any other property of the FSL, Madhuban.
- iv) HARTRON on behalf of and in consultation with FSL, Madhuban, may procure services similar to those undelivered, upon such terms and in such manner, as it deems appropriate, at the risk and responsibility of the Vendor and the vendor shall be liable for any additional costs for such services.
- v) The Vendor shall continue the performance of the order to the extent not terminated.
- vi) Upon cancellation of order for whatsoever, HARTRON on behalf of and in consultation with FSL, Madhuban, shall have the right to perform the following penalties:-
 - a) Forfeiture of earnest money
 - b) Imposition of liquidated damage.
 - c) Black listing of the Vendor

2.18 Un-avoidable Circumstances

If the Vendor is prevented from performing any of its services under the Contract Agreement due to causes such as fire, Acts of God, or elements, embargoes, governmental orders, the Vendor shall be excused from the non-performance of its obligations during the period that such cause continues to exist, but if such cause continues to exist and prevents performance by the Vendor of its obligations for more than 60 days, HARTRON may terminate the Contract Agreement in whole or part thereof effective upon delivery to the Vendor of written notice of such termination. Upon

termination of the Contract Agreement under this Section, the provisions regarding consequences of cancellation set out in Section 5.18 shall apply.

2.19 Arbitration

If any question, difference or objection whatsoever shall arise, in any way connected with or arising out of this contract or the meaning or operation of any part thereof or the rights, duties or liabilities of either party than save in so far as the decision of any such matter is here in before provided for and has been so decided every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly in whether the contract should be terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as the result of such termination, shall be referred for arbitration to the DGP, Haryana Police or any other officer/official appointed by him and his decision shall be final and binding. And where the matter involves a claim of the amount if any awarded in such arbitration shall be recoverable in respect of the matters so referred. All disputes will be settled with in the jurisdiction of Chandigarh.

2.20 Acquaintance with All Conditions

The bidder acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the supplies required under the contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other details of the contract and the bidder shall not plead ignorance of any of those as excuse in case of complaint against or on rejection of supplies tendered by him or with a view either to asking for encashment of any rates agreed to in the contract or to evading any of his obligations under the contract.

Section III

4. Technical Specifications

The Technical Specifications specified in this section are minimum suggestive Technical Specifications. The vendor will supply of the below mentioned equipment that will best accommodate and meet the present and future requirements of FSL Haryana Madhuban. Bids not meeting these minimum Technical Specifications are liable to be rejected. In case the equipment quoted exceeds/differ the Tender Technical Specifications, the same should be clearly defined by the bidder.

Specifications: - Energy Dispersive X-ray Fluorescence Spectrometer

X-ray Technique	Energy-dispersive X-ray spectrometer system for analysis of the various applications form of solid, powder and Liquid samples.
Elements Range	Sodium to Uranium
Standard Sample system	PPM to 100%
Sample Form	Solid, powder and Liquid sample (Multi sample loader)
Maximum Generator and Tube power	50W
Maximum high voltage	50 KV
Maximum high current	2 mA
X-ray tube	End –window
Anode (Target)	Rh/Pd anode
Primary beam filter chamber	9 position or more
No. of filters	3 or more
Detector Technology	Silicon drift Detector Peltier cooled state or detector without liquid nitrogen.
Typical resolution of detector	<145 e V@ Mn K
Count Rate	Minimum count rates should be 100000 cps and above.
Vacuum pump	Should be integrated with the EDXRF system.
Operation modes	Air/ vacuum for solids & Helium flushing for liquid samples (optionally)
Sample size-dia	Max. 40mm (1.56")
Sample height	Max. 40 mm (1.56")
Sample height	200g
Software	Windows based software for qualitative& analysis of FSL applications. The software should be user friendly and should have remote diagnostic facility inbuilt.
Software for standard less analysis	The EDXRF should capable to analyze standard less analysis for any type of sample.
Data Display	Integrated 12" TFT with touch screen.
Printer	Built in thermal printer and external printer.
Radiations protection	The EDXRF system should have been Developed and manufactured according to DIN ISO 9001/29001, CE certified, fully radiation protected system
Power supply mains	Single phase as per Indian standard/ 2 K.V.A UPS
Installation & Commissioning	Installation & Commissioning at site free of cost.
Training	Operation & Maintenance training at site free of cost.
Standard samples	The bidder shall also quote optionally international standard samples set for calibration as per FSL requirement.
Sample Preparation Equipment	The bidder shall also quote optionally sample preparation equipment as per below: Semi Automatic Hydraulic press -40 tons and required die. Mini Ball Mill (Grinder)

Note:

1. The equipment quoted must not be end of sale equipment.
2. Manufacturer should undertake to provide spares for minimum 10 years for the quoted model. The bidder must provide an undertaking in this regard from the manufacturer of the equipment quoted and the same shall be enclosed with the prequalification cum technical bid.

ANNEXURE – 1-A

(To be enclosed with Pre qualification cum Technical bid)

MANUFACTURE WARRANTY

We, M/S----- warrant that Energy Dispersive X-ray Fluorescence Spectrometer to be supplied by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacture shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly.

We, M/S_____ also undertake that in case Energy Dispersive X-ray Fluorescence Spectrometer supplied by us found to be defected, faulty, or used at any stage, it shall be replaced by us at our cost.

Signature of the Witness

Signature of the Bidder

on & behalf of M/s

Full Name _____

Full Name _____

Full address _____

Full address _____

Dated:

(To be enclosed with Pre qualification cum Technical bid)

Annexure – 1-B

BIDDERS PARTICULARS

BIDDERS SHOULD FURNISH ANSWERS TO ALL THE QUESTIONS BELOW.

BIDDERS MAY PLEASE NOTE THAT IF THE ANSWER SO FURNISHED ARE NOT CLEAR AND/OR ARE EVASIVE, THE ENTRY WILL BE LIABLE TO BE IGNORED.

1. **Name of the Bidder**

2. **Date of issue of Import license, Issuing authority and its validity**

3. **Permanent Income Tax A/C No.**
4. **Name & full address of your Banker**
5. **Business name and Constitution of the firm.**

Is the firm registered under:-

(a) The Indian Companies Act, 1956 (b) The India Partnership Act, 1932 (Please also give name of partners) (c) Any act, if not who are the owners. (Please give full names and address).

6. **State whether required equipment and related accessories held in stock sufficient for the execution of the job.**
7. **We M/s _____ have enclosed EMD for Rs., 1,00,000 (Rs One Lakh) drawn in favour MD/HARTRON vide Draft No. _____ dated: _____ drawn on _____ Bank payable at Chandigarh.**
8. **For Partnership firms state whether they are registered or not registered under Indian Partnership Act, 1932. Should the answer to this question by a Partnership firm be in the affirmative, please state further:-**
 - (a) Whether by the Partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the offer.
 - (b) If the answer to (a) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partners who signed the bid/offer to refer dispute concerning business of the partnership to arbitration.
 - (c) If the answer to either (a) or (b) is in the affirmative furnish a copy of either the partnership agreement or the general power of attorney as the case may be.

N.B.:

- (1) Please attach to the offer a copy of either document on which reliance is placed for authority of partners or the partners signing the offer to refer disputes to arbitration. The copy should be attested by a Notary Public or its execution should be admitted by Affidavit on a property stamped paper by all the partners.
 - (2) Where authority to refer disputes to arbitration has not been given to the partners signing the offer the offers must be signed by every partner of the firm.
- 9. Here state specifically that whether the price offered by you is to the best of your knowledge and belief, not more than the price usually charged by you for the job of the same nature. If not state the reasons thereof, if any, also indicate the margins of difference.**
- 10. Please confirm that you have read all the terms & conditions carefully and have complied with accordingly.**

Signature of Witness:

Full name & address of
Witness in Block letters

Signature of Bidder

- (1) Full name and address of the persons
Signing **(In BLOCK letters)**
- (2) Whether signing as Proprietor/Partner
Constituted Attorney/duly authorized
by the Company.

Date:
Place:

(seal)

Annexure-1-C

(To be enclosed with Pre qualification cum Technical bid)

BUSINESS DETAILS1. **Date of Incorporation/Agreement/Partnership :** _____2. **Particulars of Business:**

Name of Office	:	
Name of Premises/Building/Village	:	
Area/Locality/Sub-Division	:	
Town/City/District	:	
State/Union Territory	:	
Telephone No.	:	
No. of Branches	:	
Nature of Business	:	

3. **Names, Addresses etc. of Partners/Members/Directors(For information about more persons, please add separate sheet(s) in the format given below)***

Details of Partners/Members/Directors	:	
No. of Partners/Members/Directors	:	
Full Name	:	
Name of Premises/Building/Village	:	
Area/Locality/Taluka/sub-Division	:	
Town/City/District	:	
State/Union Territory	:	
Telephone No.	:	

Income Tax PAN No.#	:	
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4. Detail of turn over

Financial year	Turnover in Rs	Profit	Page no of the balance sheets enclosed with the bid
2007-08			
2008-09			

Date:

Signature of Bidder

Name :

Status/ Designation:

(Seal)

Note : Furnish separate profiles, if desired.

(Enclose with Prequalification cum Technical Bid)

Annexure- 1-D

**Managing Director
Haryana State Electronics Dev. Corpn. Ltd.,(HARTRON)
SCO 111-113, Sector 17-B,
Chandigarh.**

We, M/s _____
offer to supply Energy Dispersive X-ray Fluorescence Spectrometer to the office of Director, FSL in conformity with this offer as may be ascertained in accordance with the Schedule of Prices provided in the Commercial Bid.

Sr.no	Name of the item	Qty	Make/model
1	Energy Dispersive X-ray Fluorescence Spectrometer	1	
2	Warranty		
3	AMC of two years after the warranty period		
optional			
4	International standard samples set for calibration (Optional)	1	
5	Sample preparation equipment as per below:- Semi Automatic Hydraulic Press – 40 tons and required die. Mini Ball Mill (Grinder) (optional)	1	

We undertake, if our bid is accepted, to commence the work immediately and to complete the supply, installation and commissioning as the case may be within the stipulated time frame of one month unless otherwise specified in the contract agreement to be executed from the date of receipt of your Notification of Award.

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. 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 have enclosed demand draft no----- Dated ----- drawn in favour of Managing Director for Rs ----- as EMD.

We understand that you are not bound to accept the lowest or any bid you may receive. We also understand that you have the right to vary the quantities.
Dated _____ Day of _____ 2009

Signature & Seal

(in the Capacity of)

Only Authorized to sign bid for and on behalf of _____

Full Name : _____

Full address : _____

**(Enclose with Prequalification cum Technical Bid) ANNEXURE- 1 E
AFTER SALE SERVICE CERTIFICATE**

From:

To

Managing Director,
HARTRON, SCO-111-113,
Sector 17-B,
Chandigarh

Whereas, we M/s _____ are having service offices at Delhi, Chandigarh and in the state of Haryana. Details are as under:

Sr.No.	Address of Service Centre	Phone No.	Number of Engineers

Or

Whereas, we M/s _____ undertakes to setup service offices in Haryana/Chandigarh and Delhi/Gurgaon with in one month of the award of the contract.

We do hereby confirm that:

We will attend all the complaints/service calls within 24 hours. Down time will not exceed beyond 48 hours. In case, down time exceeds 48 hours then we will extend the warranty period of that item(s) double of the down time.

**Dated: this _____ day of _____ 2009
(Signature)**

Name :
Designation :
(Head or Senior Executive of Firm)
Address :
Phone/Mobile/Fax No :

(Enclose with Commercial Bid to be quoted in Indian Rs.)

ANNEXURE – 1-F

BID LETTER

To

Managing Director
Haryana State Electronics Dev. Corpn. Ltd.,(HARTRON)
SCO 111-113, Sector 17-B,
Chandigarh.

We declare:

We M/s _____ offer to supply Energy Dispersive X-ray Fluorescence Spectrometer to the office of Director, FSL, Madhuban in conformity with the said offer as per the following

Sr. no	Name of the item	Qty	Unit Rate (in Rs)	Total
1	Energy Dispersive X-ray Fluorescence Spectrometer	1		
2	Customs Duty (if any)			
3	Customs clearance charges (if any)			
4.	Sales tax/VAT			
5	AMC for 1st year			
6	AMC for 2 nd Year			
7	Service tax			
8	Total landed cost			
Optional items				
9	International standard samples set for calibration (Optional)	1		
10	Sample preparation equipment as per below:- Semi Automatic Hydraulic Press – 40 tons and required die. Mini Ball Mill (Grinder) (optional)	1		
11	Sales tax			
12	Total cost of optional items.			
13	Total landed cost including optional items			

1. Period of Delivery: We do hereby undertake, that in the event of acceptance of our bid, the job will be completed within two months unless other wise specified in the purchase order.
2. Terms of Delivery: The landed prices quoted are inclusive of current Excise Duty, Freight, Insurance, Sales Tax, etc.

3. We agree to abide by our offer for a period of 180 days from the date fixed for opening of the Technical bids and that we shall remain bound by a communication of acceptance within that time.

4. We hereby certify that we have read and understood the terms and conditions applicable to the bidder and we do hereby undertake to supply as per these terms and conditions.

5. Certified that the Bidder is:
A sole proprietorship firm and the person signing the bid/offer is the sole proprietor/constituted attorney of the sole proprietor.

Or

A partnership firm, and the person signing the bid/offer is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

7. A company and the person signing the bid/offer is the constituted attorney.

NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid/offer document.

8. We do hereby undertake that until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the Contract shall constitute a binding Contract between us.

Dated: this _____ day of _____ 2009

Signature of Bidder

Details of enclosures

Full Name : _____

Full address : _____

Tel. No. _____

Fax no _____

E-mail: _____

To be enclosed with the commercial bid

ANNEXURE 1 G

UNDERTAKING OF RATES

To

Managing Director,
HARTRON, SCO-111-113,
Sector 17-B,
Chandigarh

We M/s _____ do hereby confirm that:

The rates quoted against this offer are lowest possible and as on date we have not quoted less rates to any other customer than the rates quoted herein. In case, we quote less rates than this offer to any other customer within 1 month of the due date of this offer, then double of the difference in amount will be refunded to HARTRON. We also confirm that in case our Company/principal officially reduce the price before the delivery or within 15 days from the date of delivery, then the benefit for the same will be passed to HARTRON.

We M/s _____ further undertake

that any price benefit on account of providing higher capacity of Energy Dispersive X-ray Fluorescence Spectrometer than the required/specified in this offer shall not be claimed by us either from Hartron or from the office of Director, FSL, Madhuban.

Dated: this _____ day of _____ 2009

(Signature)

Name :
Designation :
(Head or Senior Executive of Firm)
Address :
Phone No :
Fax No :
Mobile No :

ANNEXURE – 1-H

(To be enclosed with Pre qualification cum Technical bid)

UNDERTAKING FROM MANUFACTURER ON THEIR LETTER HEAD.

We, M/S----- the manufacturer of Energy Dispersive X-ray Fluorescence Spectrometer to be supplied by M/s _____ warrant that The end of sale of the product is _____.

We M/S----- the manufacturer of Energy Dispersive X-ray Fluorescence Spectrometer to be supplied by M/s _____ further undertake to provide the spares for a minimum period of 5 years to the Haryana Police.

Signature of the Witness

Signature of the authorized representative **on & behalf of M/s**

Full Name _____

Full Name _____

Full address _____

Full address _____

Dated: