

#### DIVISION OF AGRICULTURAL ENGINEERING ICAR-INDIAN AGRICULTURAL RESEARCH INSTITUTE NEW DELHI-110012



File No: 220/Project Code(28-05)/2020-21/AE Dated: 08/01/2021

#### **TENDERNOTICE**

Sub: Online Open Tender for the up gradation of existing texture analyzer (Stable microsystem Model: TA-HD) on Proprietary basis.

Head, Division of Agricultural Engineering, IARI, New Delhi-110012 intends for **up gradation of existing texture analyzer (Stable microsystem Model: TA-HD)** on behalf of Director ,IARI from Stable Micro Systems Ltd, Vienna Court, Lammas Road, Godalming, Surrey GU7, 1YL, UK through their Indian representative M/s Scientific and Digital Systems, IDA House, Sector-4, R. K. Puram, New Delhi 110022, INDIA having proprietary rights on manufacturing of **TAHDi, TAXT Plus Connect and TAHD Plus Connect Texture Analysers**. However, if any manufacturers is/are engaged in business of upgradation of the same equipment and considered themselves capable of supplying/providing the required upgradation as per desired technical specifications and delivery terms etc. at competitive rates, they may submit online open tender in two-bid system (Technical bid & Financial bid) as per followingdetails.

Please visit www.iari.res.in for Details Rules and Regulation and Log on www.eprocure.gov.in for online tender submission.

| Sl.<br>No. | Name of E  | quipments/items   | Divisions/Units/<br>Reg.<br>Stations       | Amount<br>of<br>EMD |
|------------|--|---|--|---------------------|
| 1.         | up gradation of existing texture analyzer          |   | DIVISION OF<br>AGRICULTURAL<br>ENGINEERING | Rs 47,000/-         |
| 3.         | Last date of online Submission of tender documents |   | 29.01.2021 3.00 P. M.                      |                     |
| 4.         | Online opening of technical bid                    |   | 30.01.2021 03.00 P.M                       | •                   |
| 5.         | EMD  | EMD amounting to Rs.47,000/- in the form of Demand Draft/Pay Order/Fixed Deposit Receipt from any Commercial Bank in favour of the Director, IARI payable at New Delhi. The Physical EMD may be deposited with the Tender issuing authority (Admn. Officer), Room No-1 of the Division before & up to closingoftender submission of tender. |  |                     |

- 1. The rates quoted shall be valid for a minimum period of **180** days from the last date fixed for submission ofbid.
- 2. The rates quoted in INR shall be free of cost delivery and installation at the **Division of Agricultural Engineering, IARI, New Delhi 110012.** However, equipment quoted in foreign currency must be quoted on FOB as well as in CIFbasis
- 3. Indigenous bidders should be quoted in INR only. However, firms on behalf of Foreign suppliers should be quoted in foreign currency on FOB basis showing price up to CIF. If firm fails to quote the rates accordingly, the tender will liable to berejected.
- 4. In case, LC is opened for purchase from Foreign suppliers and all charges outside India will be borne by the firm.
- 5. Custom Duty Exemption Certificate (CDEC) will be issued only when the bid is quoted in foreign currency in case of foreign made items only and meant forIARI
- 6. Full specifications of the item/article quoted for shall be given in the quotation.
- 7. Concessional GST will be paid and certificate will be issued as per order No 45 2017 747/2017- Union Territory Tax (Rate). If taxes, duties or any other charges over and above the rates quoted leveable, actual percentage of such taxes/duties/other charges should be clearlyindicated.
- 8. Custom Duty Exemption Certificate (CDEC) will be issued only when the bid is quoted in foreign currency in case of foreign made items and meant for ICAR-IARI on FOB basis.

Admn. Officer

#### **SCHEDULE TO TENDER**

| Chapter I    | : | Instructions to Bidders  |
|--------------|---|--|
| Chapter II   | : | Conditions of Tender /Contract                                     |
| Chapter III  | : | Schedule of Requirement  |
| Chapter IV   | : | Proforma for Technical Bid (submit on line)                        |
| Chapter V    | : | Proforma for financial bid (as per BOQ) (submit online)            |
| Annexure -I  | : | Performance Statement for last 3 years (attach with technical bid) |
| Annexure-II  | : | Certificate for compliance of instructions (Attach with technical  |
|              |   | bid)   |
| Annexure-III | : | Checklist for tenders  |

You are requested to study Online tender documents completely and ensure all documents and Annexures are correctly attached, filled in, digitally signed and stamped where applicable and then submit your offer online.

Tenderers are advised to carefully go through all the conditions and documents attached with this tender enquiry, before submission e-tender. All tender documents attached with the tender are sacrosanct for considering any offer as a complete offer. All tender documents must be duly completed, digitally signed by authorized signatory on each page and returned with the offer where ever applicable.

This tender is not transferable

# Chapter-I Instructions toBidders

# (THIS TENDER SET IS NOT TRANSFERABLE)

| 1   | Name Division/Unit of                                | DIVISION OF AGRICULTURAL ENGINEERING, IARI, NEW DELHI – 12  |  |
|-----|--|---|--|
| 2   | Date of start of<br>submission of<br>Tender Document | 08.01.2021 06.00 pm onwards   |  |
| 3   | Last Date & Timeof submission of Tender              | 29.01.2021 03.00 P.M.   |  |
| 4   | Opening of time of<br>Tender                         |   |  |
| 5   | Place of Submission of<br>Tender Document            | Online <u>eprocure.gov.in.</u> <u>Online</u> <u>through</u> <u>CPP</u> <u>Portal</u> <u>at</u><br><u>https://eprocure.gov.in/cpp</u><br><u>p</u>  |  |
| I.  |  | be responsible for tenders submitted at any other place/website. Tenders e due date & time will not be considered under any circumstances or for  |  |
| II. | •  |   |  |
| 6   | •  | Be Physically deposited in the form of crossed Demand Draft/Pay Order/Deposit receipt in favour of Director, IARI from any Commercial Bank payable at New Delhi, as already mentioned at 1 page of the tender (S.No. 5 Pertains to EMD)                                     |  |
| 7   | OFFER VALIDITY                                       | Six months from date of opening of tender. In the absence of any indication in the tender documents submitted, of the date up to which the offer has been keptvalid,itwillbetakenthattheofferwillremainopenforacceptancefor the period specified in the schedule to Tender. |  |
| 8   | Extension of validity                                | If the validity of the tender is extended, the validity of the Earnest money will also have to be suitably extended by the tenderer failing which their tender shall not be considered by the purchaser after the expiry of the said period.                                |  |

| 9 | Eligibility | I.   | Only those firms should respond who are the manufacturers or   |
|---|-------------|------|--|
|   | for         |      | authorized dealers/agents of the stores specified in the tender  |
|   | Responding  |      | specifications.  |
|   |             | II.  | The foreign manufacturers of the tendered stores will have to  |
|   |             |      | specify in the tender document, details of the sales service to be   |
|   |             |      | provided after expiry of warrantyperiod.   |
|   |             | III. | Indianagents/. Authorized dealer of foreign manufacturers/principala   |
|   |             |      | re allowed to participate in the tender subject to the following   |
|   |             |      | conditions or Indian manufacturer as the case may be: -  |
|   |             | a)   | The Indian agent of Foreign Company /Authorized dealer of  |
|   |             |      | Indian Company will submit along with the tender documents a   |
|   |             |      | copy of latest authority letter/agreement from the   |
|   |             |      | foreignmanufacturer  |
|   |             | b)   | /principal/Indian Manufacture as the case may be . Such agreement/authority with the   |
|   |             | U)   | foreignmanufacturers/principal   |
|   |             |      | /Indian manufacturer should be a long- term agreement and not  |
|   |             |      | merely for the present tender.   |
|   |             | c)   | If the agreement is only for the present tender, the offer received  |
|   |             | ,    | is liable to berejected.   |
|   |             | d)   | The Indian agent/ authorized dealer will provide details of the  |
|   |             |      | after sales service and post contractual support i.e.  |
|   |             |      | repair,maintenance, supply of spare parts etc. that he will  |
|   |             |      | carryout.  |
|   |             | e)   | Offers from firms whose business activities are limited to   |
|   |             |      | procuring items from manufacturers, both Indian and Foreign  |
|   |             |      | and supplying the same to the purchaser, and having no after   |
|   |             |      | sales service backup will not beentertained.   |
|   |             | f)   | Where the quoting party /Indian representative claims to be  |
|   |             |      | subsidiary or branch office or an authorized representative or   |
|   |             |      | principal foreign manufacturer /supplier in India, then a copy of  |
|   |             |      | approval from RBI/Ministry concerned for operating business in   |
|   |             |      | India assubsidiary   |
|   |             |      | /branch /liaison or joint –venture may be submitted with offer.  |
|   |             |      | The Indian agent of foreign manufacturer should be Registered  |
|   |             |      | with DGS&D only in case the bid is for item falling in the   |
|   |             |      | restricted list of the Export & Import Policy of Govt. of India  |
|   |             |      | copy of the current concerned Registration Certificate must be   |
|   |             | ~)   | enclosed failing which the bid will not beaccepted.  The tenderer must have latest income tax clearing certificate.  |
|   |             | g)   | The tenderer must have latest income tax clearing certificate /PAN no/TIN  |
|   |             | h)   | The tenderer must have latest GST Clearancecertificate   |
|   |             | i)   | The firm must have trade registrationcertificate   |
|   |             | 1)   | In man man tage to State to St |

| 10  | Opening of Tender                 | The Tender will be opened by the Divisional Committee online  |
|-----|-----------------------------------|---|
| 11  | Demo of equipment                 | The purchaser has the right to have a demonstration of the equipment/item in his premises. The supplier has to abide by this condition. The demonstration has to be arranged by the supplier at his owncost.  In the case of consumable materials, the firm has to provide sample(s) for demo and in the case of fabrication prototype has to be provided by the firm.  |
| 12  | Delivery Required By              | For Indian manufacturer - Within 45 days from the Date of issue of award letter or as specified in the supplyorder.  For Foreign firms – 90 days from the date of opening of letter of credit (LC)  |
| 13  | Terms of Delivery                 | For Indian/manufacturer/suppliers:- DIVISION OF AGRICULTURAL ENGINEERING, IARI, NEWDELHI-110012. For Foreign manufacturer/suppliers: - On FOB basis   |
| 14  | Inspection after Receipt of Goods | The inspection will be done by the Divisional Committee in the presence of firms' representative. The successful tender will have to provide at his own cost and arrangement technically qualified personnel at the consignee's location for joint inspection. These personnel must be able to unpack, assemble and demonstrate the use of the equipment fully and identified each Part/Machines supplied. Any consumables that are essential will be provided by the supplier free of cost. In case of receipt of materials in damaged condition the suppliers will have toarrange the replacement of goods free of cost. All expenses in this regard will be borne by the supplier. |
| 15  | Packing & Marking                 | The packing and preservation of the supplied goods shall be airworthy/seaworthy /roadworthy (as the case may be) so that it may provide their safety during transit period. The seller shall guarantee that the packing is strong enough to withstand the safety of the goods during transport. The packing should satisfy the security seal in the clearing warehouse and shall carry the fragile or other markings as required. Each packing case shall have labels as follows: Contact No. 011-25841138  DIVISION OF AGRICULTURAL ENGINEERING, IARI, New Delhi   |
| 16  | Maintenance Charges               | AMC/CMC charges shall not be included for the evaluation of the financial/commercial bids. All damages which may occur as a result of defective packing shall be borne by the seller.   |
| 17. | Compliance Statement              | The firms must submit compliance statement -cum- technical bid in the formatgiven in Chapter -IV failing which their offer will be treated as incomplete and is liable to be rejected.  |

| 18. | Earnest              | Deposited in the form of Crossed Demand Draft/Pay Order/ Fixed   |  |  |
|-----|----------------------|--|--|--|
|     | /Security            | Deposit receipt/ in the name of the Director, ICAR-IARI, New Delhi   |  |  |
|     | Deposit              | from any Commercial Bank payable at New Delhi. No other form of  |  |  |
|     |                      | deposit will be accepted.In case, if any tenderer fails to deposit the   |  |  |
|     |                      | Earned Money the tender will berejected straightway.   |  |  |
| 19  | Guarantee/Warranty   | Comprehensive onsite warranty is required for Two Year. Warranty   |  |  |
|     |                      | Terms period will start from the date of satisfactorily installation of  |  |  |
|     |                      | items. In case at installation stores/part of stores are found defective   |  |  |
|     |                      | /damaged during or after delivery to consignee, the suppliers will   |  |  |
|     |                      | replace or repair the store under warranty at consignee's location in  |  |  |
|     |                      | India free of cost or if any case it is required to sent back to the foreign   |  |  |
|     |                      | manufacturer. Bank Guarantee equivalent to the cost of equipment is  |  |  |
|     |                      | required to be submitted before lifting the store. Allexpenses in this regard will be borne by the supplier.                                       |  |  |
| 20  | Performance Security | The successful bidder will have to submit a Performance security of  |  |  |
|     |                      | equivalent to 5-10% of the Contract /Order value before the issue of   |  |  |
|     |                      | award letter in shape of crossed Demand Draft/Pay order/Fixed Deposit  |  |  |
|     |                      | Receipt/Bank Guaranteefrom a commercial bank in favour of the  |  |  |
|     |                      | Director, IARI, New Delhi.   |  |  |
| 21  | Liquidated Damages   | In case the firm does not complete the supply within the laid down   |  |  |
|     |                      | agreed Security delivery period as per contract, liquidated damages will   |  |  |
|     |                      | be charged @ 0.5% per week or part thereof subject to a maximum of   |  |  |
|     |                      | 10% of the contract value. However, the Institute reserves the right to either further extend or cancel the contract after expiry of delivery date |  |  |
|     |                      | either further extend or cancel the contract after expiry of delivery date   |  |  |
|     |                      | and recover the liquidateddamages from the dues of the firm or by legal means.   |  |  |
| 22  | Dispute settlement   | The dispute arising out of this contract shall be subject to the   |  |  |
|     |                      | jurisdiction of Indian laws & court at New Delhi. Sole arbitrator is   |  |  |
|     |                      | appointed by the   |  |  |
|     |                      | Secretary,ICAR,NewDelhi.Hisdecisionwillbefinalandbindingtobothparti  |  |  |
|     |                      | es (Supplier and Purchaser).   |  |  |
| 23  | Submission of the    | The tenderers must submit the tenders in TWO BID SYSTEM  |  |  |
|     | proposal (A) TWO     | i. The tenderers should submit the tenders in TWO BID  |  |  |
|     | BID SYSTEM           | SYSTEM ONLINE along withdetailedspecifications   |  |  |
|     |                      | of the store offered supported by leaflets, Brochure, ifany.   |  |  |
|     |                      | ii. Both the above mentioned bids should be submitted separately ONLINE. All supporting documents must be attached with the                        |  |  |
|     |                      | technical bid. No attachment is however available with   |  |  |
|     |                      | Financial Bid (BOQ)  |  |  |
|     |                      | iii. Price bids of only those offers, which will be  |  |  |
|     |                      | technicallyacceptable, will be opened. Financial bids of technically qualified firms will be opened ONLINE.  |  |  |

#### A. TECHNICAL BID

- a) The TECHNICAL BID should contain thefollowing:
  - i. Tender documents duly completed and signed but WITHOUT INDICATING THE RATEQUOTED.
  - ii. The technical details of the upgradation of existing model offered along with the supporting original technical literature, leaflets, brochures etc.
- iii. Details of Earnest Money submitted off line to the concerned authority.
- iv. Details of supplies of similar equipment as per Annexure-III along with copies of supplyorders.
- v. Latest agreement /authorization from the foreign firms in case Indian agent is submitting tender on its behalf.
- vi. Trade registration certificate from the RBI/Ministry/departmentconcerned.
- vii. Latest income tax clearance certificate /copy of PANcard/TIN/GST/SGST
- viii. Latest GST clearancecertificate.
- ix. Technical bulletin with specifications clearly stated withmodel.

#### **Compulsory requirements for tendering:**

- i. Representative/engineer of the participating firm should visit the site of installation before quoting the bid.
- ii. Participating firm should have a minimum of three years' experience in taking up the similar kind of work.
- iii. The firms should provide the hard copy of brochure/s of the standard equipments and design qualifications of the accessories used in assembling.
- iv. Should provide the previous purchase orders received by the firm for taking up of similar kind of work along with the tenderdocument.
- v. Alongwiththetenderdocument, should provide the performance certificate of the previously installed unit is, clearly stating that the installed unit is functioning well and the period for which it has been in use.
  - Should also provide the contact details, including address, phone no., mobile no. and email id of the person using the installed unit.
- vi. The bidder should demonstrate the satisfactory performance of already installed equipment, meeting the given specifications with other customers (preferably in Delhi), if the technical committee/indenter demands.
- vii. All the parts included in the unit should be clearly stated along with the make andbrand.
- b) ONLINE financial bid should contain thefollowing:
  - i. Details of rates, taxes, duties, discounts, if any, quoted by the bidder, should besubmitted
  - ii. For Indian manufacturer rate should be at F.O.R.destination.
- iii. For foreign supplier rates should be at FOB.

#### **NOTE:**

a) Full name and status of the person signing the tender documents must be clearly mentioned in the Tenders.

**Note:** Quotation/Tender unsealed or having overwriting and cutting without proper attestation and signature

will not be considered.

| 24 | Evaluation of   | A two stage procedure will normally be adopted: -                           |  |  |
|----|-----------------|---|--|--|
|    | the Proposal    | i) Stage-I:   |  |  |
|    | 1               | Evaluation of Technical Bids to assess their suitability against the laid   |  |  |
|    |                 | down parameters.  |  |  |
|    |                 | Tenderers must ensure that they upload all original technical literature    |  |  |
|    |                 | and detailed documentary proofs which specifically bring out the            |  |  |
|    |                 | compliance of the equipment being offered against the specifications. If    |  |  |
|    |                 | necessary the Tenderers may be directed to give a presentation for          |  |  |
|    |                 | evaluation by a technical committee constituted for thepurpose.             |  |  |
|    |                 | In case it is not possible to verify compliance of equipment as per         |  |  |
|    |                 | technical bid due to lack of adequate documents, in original no reference   |  |  |
|    |                 | will be made to tenderer and the bid will not be considered further and     |  |  |
|    |                 | treated as cancelled.   |  |  |
|    |                 | ii) Stage-II  |  |  |
|    |                 | Financial Evaluation  |  |  |
|    |                 | A. The price bids of only those firms found meetings the laid down          |  |  |
|    |                 | specifications at stage I shall be opened, evaluated and                    |  |  |
|    |                 | considered further.   |  |  |
|    |                 | B. It is in the tenderers interest to include all relevant and detailed     |  |  |
|    |                 |   |  |  |
|    |                 | technical data as supporting documents along with their on linebid.         |  |  |
|    |                 | C. AMC/CMCchargesshallnotbeincludedfortheevaluationofthefinan               |  |  |
|    |                 | cial/ commercial bids.  |  |  |
| 25 | Mode of Payment | A. FOR INDIGENOUS SUPPLIES:   |  |  |
|    |                 | Payment on bill basis after supply, satisfactory installation,              |  |  |
|    |                 | commissioning and performance of the equipment at New Delhi and             |  |  |
|    |                 | after certification by our Scientists concerned.                            |  |  |
|    |                 | B. FOR IMPORTS: The payment shall be made through irrevocable               |  |  |
|    |                 | Letter of Credit (L.C.). LC will be opened on 100% value of the             |  |  |
|    |                 | equipment/item on FOB value and 90% shall be released on                    |  |  |
|    |                 | presentation of complete and clear shipping documents. Rest 10%             |  |  |
|    |                 | will be released onlyaftersatisfactoryinstallation and commissioning        |  |  |
|    |                 | of the equipment. This will not include                                     |  |  |
|    |                 | Commission to the Indian Agent. Payment to the Indian agent will            |  |  |
|    |                 | strictly be made in Indian Rupees after satisfactorily commissioning of     |  |  |
|    |                 | equipment.  |  |  |
|    |                 | All bank charges outside India will be borne by the supplier. In case the   |  |  |
|    |                 | delivery date of the contract is extended to take care of delay in supply,  |  |  |
|    |                 | for which the suppler is responsible, the tenure of the letter of credit so |  |  |
|    |                 | extended, the expense incurred therefore such extension is to be borne      |  |  |
|    |                 | by the supplier.  |  |  |
|    | 1               | - 1   |  |  |

| 26 | Training  | THE TENDERERS SHALL PROVIDE TRAINING TO THE USER                          |  |  |
|----|-----------|---|--|--|
|    |           | AS PER THE TERMS & CONDITIONS OF THE CONTRACT AS                          |  |  |
|    |           | HAS BEEN SPECIFIED IN TECHNICAL & FINANCIAL BIDS                          |  |  |
|    |           | FREE OF COST AT THE TIME OF INSTALLATION/COMMISSION                       |  |  |
|    |           | OF EQUIPMENT AT THE CONSIGNEES/ USERS LOCATION. AS                        |  |  |
|    |           | SPECIFIED BY THE PURCHASER. ALL EXPENSES IN THIS                          |  |  |
|    |           | REGARD WILL BE BORNE BY   |  |  |
|    |           | THE SUPPLIER.   |  |  |
| 27 | Insurance | In the case of imported goods, the office shall arrange for the same.     |  |  |
|    |           | However, for indigenous item it will be responsibility of the supplier to |  |  |
|    |           | supply the material in good condition on FOR basis without involving      |  |  |
|    |           | any riskwhatsoever, of the purchaser.                                     |  |  |

A legally agreement/contract shall be executed with the contractor/firm by the Institute before installation of equipment as per the terms of the tender.

Signature of Tenderer with office seal

#### CONDITIONS OF TENDER/CONTRACT

All annexures, attached with the Tender should be duly filled in and supported with requisite documents for considering any offer as a complete offer.

Director, IARI, New Delhi, reserves the right to cancel/reject any or all the tenders without assigning any reason.

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**EARNEST MONEY DEPOSIT:** Must be deposited in the form of crossed Demand Draft/Pay Order / fixed deposit receipt/ in favour of Director, IARI from any Commercial Bank payable at New Delhi. No other form of deposit will be accepted. Technical bid without physical deposition of E.M. D with tender issuing authority before the prescribed date will liable to be rejected.

There will be no exemption for paying earnest money. No interest shall be payable by the purchaser on the EM deposited by thetenderer.

The EMD deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender.

If the successful tenderer fails to furnish the performance security as required in the contract within the stipulated period, the Earnest Money shall be liable to be forfeited by the purchaser. EMD of the unsuccessful tenders shall be returned after finalization of tender.

#### **GUARANTEE/WARRANTY**

Except otherwise provided in the invitation to tender the contractor hereby declares that the goods/ stores/ articles/ equipment sold/ supplies to the purchaser/consignee under this contract shall be of best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars mentioned/contained in the contract. The contractor hereby guarantees that the said goods/stores/articles would continue to confirm to the description and quality aforesaid for a period of two years from the date of receipt of goods/articles/equipment in good condition at site by the consignees in case of supply contract and one year from the date of installation and satisfactory taking over of the goods/stores/articles/equipment at site by consignee where installation and commission is involved and notwithstanding the fact that the purchase /inspection authority has inspected and/or approved the said goods/stores/articles equipment or such if during the Twenty Four months the said goods/stores/articles/equipment be discovered not to confirm to the description and quality aforesaid or not giving satisfactory performance or have deteriorated and the decision of the purchase /consignee in that behalf shall be final and biding on the contractor/seller and the purchaser shall be entitled to call upon the contractor/seller to rectify the goods/stores /articles/equipment or such specified period as may be allowed by the purchaser in his discretion on application made thereof by the contractor/seller, and in such an event, the above period shall apply to the goods/stores/articles/equipment rectified from the date of rectification mentioned in the warranty thereof, otherwise the contractor/seller shall pay the purchaser such compensation as may arise by reason of the breach of warranty therein contained. Notwithstanding anywhere else mentioned to the contrary in this document, the bids would be evaluated on price of the equipment and accessories, if any. AMC/CMC charges shall not be included for the evaluation of the financial/commercial bids.

Guarantee that they will supply the spare parts, if and when required on agreed basis for an

agreed price. The agreed basis could be and including but without limitation an agreed discount on the catalogue price or an agreed percentage of profit on landed cost.

Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the purchaser of the equipment so that the later may undertake the balance of lifetime requirements.

**NOTE:** In case of any discrepancy in the period of guarantee/ warranty mentioned anywhere else in this Tender document, the stipulations as mentioned in the chapter III (specification of the equipment/ item to be purchased) would prevail.

**PRICE:** The price quoted shall be on firm and fixed basis and should be reasonable living no scope for any further negotiation on price.

- A. For goods manufactured in India: on FOR basis (including all kind of charges andtaxes
- i) Installation commissioning charges, if any
- B. For goods manufacture abroad: The price of the goods should be quoted on FOB basis excluding the Indian agent commission if any. However, it may be shown up to CIF. Installation commissioning charges, if any

Costs of imported item/equipment manufactured in abroad, should be quoted in the currency of manufacturing country on FOB basis. Quotation in Indian Rupees will be accepted if the good/equipment is manufactured in India, otherwise the bid will be liable to be outrightly rejected.

The Institute is exempted from payment of excise duty. Hence, excise duty will not be paid to the firm. The Institute is exempted from payment of Custom Duty for which the exemption certificate will be issued

5(A) CMC/ AMC of Equipment: After the warranty/Guarantee term is over, the firm should mention the charges of CMC/AMC at least for first two years from the Principal in the prescribed format enclosed.

**NOTE:** In case of any discrepancy in the period of and/or CMC/AMC mentioned anywhere else in this Tender document, the stipulations as mentioned in the chapter III (specification of the equipment/ item to be purchased) would prevail.

#### Penalty for use of undue influence:-

The seller should undertake that he has not given offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage of inducement to any person in service of the Purchaser or otherwise in procuring, the contract or forbearing top do or for having done or for borne to do any act in relation or execution of the contract or any other contracts with the Institute for showing or for bearing to show favour or disfavor to any person in relation to the contract or any other contract in the IARI. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting his behalf whether with or without the knowledge the seller or the commission of any offers by the seller or any one employed or acting on his behalf, as defined in Chapter-IX of the IPC, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the Prevention of Corruption shell entitle the purchase to cancel the contract and all or any other contract with the Institute seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the purchaser or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on theseller.

Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer /employee of the purchaser or to any other person in a position to influence any officer /employees of the purchaser for showing any favour in relation to this or any other contract sell render

**LAWS GOVERNING THE CONTRACTS:** The contracts shall be governed by the laws of India for the time being in force. The contract shall be interpreted in accordance with these laws.

**Jurisdiction of Court:** The court of the New Delhi shall have a Jurisdiction to decide any dispute arising out of or in respect of contract.

Force Majeure Clause: The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such event may include, but are notlimited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods. Epidemics, quarantine restrictions, strikes, lockout or any act of war. Notice of the happening of any such event is given by either party to the other within 15 days from the date of occurring thereof. However either party at its discretion can terminate the contract in such cases.

**Termination of contracts:** Time shall be the essence of the contract. The purchaser shall have the right to terminate the contract without any notice in part or in full in any of the following cases.

The delivery of the material is delayed for causes not attributed to Force Majeure after the scheduled date of delivery.

The seller is declared bankrupt or becomes insolvent.

The delivery material is delayed due to causes of Force Majeure by more than reasonable time. In case Performance Security is not furnished within the time period specified by the purchaser.

Supply in the case of successful Tenderer should strictly confirm to the specifications of the equipment being purchased.

Any change in Address /Telephone/Fax/e-mail of the tenderer should immediately be informed. The state of non-communication by the firm will make the offer liable for rejection.

In case of imported item/equipment, the successful bidder will have to provide the original proforma invoice from the foreign principal (duly signed in ink), within 15 days of the date of receipt of purchase order, otherwise the purchase order will automatically stand cancelled without any further communication.

**Govt. Regulations:** It shall also be confirmed that there are no Govt. restrictions or limitation in the country of the supplier or countries from which sub-components are being procured and/or for the export of any part of the system being supplied. Supplies/Contracts shall provide a certificate this effect.

Late /Delayed tenders shall not be considered at all. These will be returned to the firm as it is at their expenses. Post tender revision/correction shall also not be considered.

Acceptance or rejection of offer: The Director, IARI, New Delhi reserves the right to accept or reject any tender in part or full without assigning any reason thereof. The successful bidder

should submit order acceptance letter within 15 days from the date of issue.

**Page Numbering & Signatures:** Every page of the tender must be numbered and signed by the authorized signatory giving his/her name and designation below the signature. Signature of Tenderer with office seal

Asstt. Admn. Officer

# Chapter-III Schedule of Requirement

# Specifications for up gradation of existing texture analyzer

| -     |   |         |                     |         | ,      |
|-------|---|---------|---------------------|---------|--------|
| S.No. | Specification of the Machine                | Whether | If yes, give the    | If no,  | Remar  |
|       |   | complie | exact               | attach  | ks (if |
|       |   | d with  | specifications      | deviati | any)   |
|       |   | YES/    | offered, and        | on      |        |
|       |   | NO      | attach Tech         | statem  |        |
|       |   |         | literature of the   | ent     |        |
|       |   |         | equipment duly      |         |        |
|       |   |         | printed & clearly   |         |        |
|       |   |         | specify page No.    |         |        |
|       |   |         | of Bulletin         |         |        |
|       |   |         | which               |         |        |
|       |   |         | specifically        |         |        |
|       |   |         | confirm this.       |         |        |
| 1.    | Whether you meet all the                    |         | Committee Committee |         |        |
|       | specification of the <b>up gradation of</b> |         |                     |         |        |
|       | existing texture analyzeras clearly         |         |                     |         |        |
|       | specified in Chapter-III, Schedule of       |         |                     |         |        |
|       |   |         |                     |         |        |
|       | Requirement                                 |         |                     |         |        |
|       |   |         |                     |         |        |
|       |   |         |                     |         |        |
|       |   |         |                     |         |        |
|       |   |         |                     |         |        |

#### Chapter-IV

#### NAME OF DIVISION/UNIT: DIVISION OF AGRICULTURAL ENGINEERING ICAR-IARI, **NEW DELHI-110012.**

<u>TECHNICAL BIDS</u> Technical specifications to be offered by the firm

| up gradation of existing texture analyzer  | Whet                        | If yes, please   |
|--|-----------------------------|--|
| Upgradation of model should have load frame of 750 Kg capacity with directly interchangeable load cell of 50 kg, 250 kg and 500 kg (1 each), connecting leads and probe adapter, current version of software for real time data acquisition and analysis and accessories as per list. Instrument specification   | her<br>compl<br>ied<br>with | attach<br>technical<br>literature of<br>the items<br>which |
| a) Force resolution: 0.1 g   | YES/ NO                     | specifically   |
| b) Load cell accuracy: 0.5% of reading down to 1% of load cell capacity  | 125/110                     | confirm this   |
| c) Speed range: 0.01-20 mm/s   |                             |  |
| d) Speed accuracy: ± 0.1%  |                             |  |
| e) Distance resolution: 0.001 m  |                             |  |
| f) Data Acquisition Rate: up to 500 Points per Second (pps) for each data channel  |                             |  |
| g) Power supply: 220 V, 50 Hz  |                             |  |
| h) Operating temperature: 0-40 °C  |                             |  |
| i) Safety precaution: Alarm indication for overload and excess elongation  |                             |  |
| 2. Upgradation of model should perform Bend test, Kramer test, compression test, cutting test, penetration test, extrusion test, Noodle/pasta test, Crispiness test, Packaging Film Test, Fracture Wedge Test and Spread ability Test Software for Windows with Real time data acquisition, display and analytical analysis for Tension, Compression, Flexural, Cyclic, Peel, Puncture Tests on Fruits, Vegetables and other Food products to record Penetrability, Hardness, Compressibility, firmness, Texture Profile analysis, shearing strength, seal strength, cutting force, fracturability, elasticity, snapping, effect of viscosity, testing at elevated temperatures, Extensograph tests, Alveograph tests and Powder Flow tests. |                             |  |
| 3. Accessories required:   |                             |  |
| a. Replace all electronic component and heavy-duty stand   |                             |  |
| b. Desktop computer (Intel i-5 Processor, 8 GB RAM with Pre-   |                             |  |
| Loaded Windows) with printer   |                             |  |
| c. 5 KVA online UPS (single phase) with inbuilt servostabilizer with   |                             |  |
| 1h. back up  |                             |  |
| 4. Warranty: Two Years from the date of installation/upgradation   |                             |  |
| 5. Upgradation instrument should support attachment of thermal   |                             |  |

| cabinet, acoustic measurements, and Powder Flow Measurement. 6. Upgraded Model spares should have confirmation of supply for next five years. |                         |
|---|-------------------------|
| Firm should attach two copies of supply order for each year for the last Three year and user list of last three year                          | Submitwith Technicalbid |

ske

|    | Other Terms and conditions  |        |   |
|----|---|--------|---|
| 1. | Do you agree with the terms and condition of tender   | Yes/NO |   |
| 2. | Are you registered with TAN, PAN and VAT/CST/LST/ GST Deptt.; if yes, please mention all the details and attach a copy of the same. The bidding firms are required to indicate in the bid, the exact amount (INR) of all applicable taxes for calculation of the final price. | Yes/No | PAN No. TAN No. VAT No. GSTNo.              |
| 3. | Heave you deposited EMD /- (EMD is to be physically deposited with the Tender issuing authority at Division of Agricultural Engineering, before the closing of tenderdate)  | Yes/No | Amount  D. D. No. /FDR/ BG No  Name of Bank |
| 4. | Have you enclosed latest authorization certificate from Principal resting with sufficient validity period   | Yes/No | Enclose copy                                |
| 5. | Have you ever been debarred/ black listed by the Govt. Deptt./ Court oflaw for doing any business in India; attach self-declaration certificate in this regard  | Yes/No | Enclose copy                                |

We certify that the information given in the technical bid is true and supported with documentary proof. In event of any information/ documents found false and fabricated we understand that our bid will be liable to rejected and we shall not claim for rejection of tender.

N.B.: All the bidders are requested to provide true statement in the columns. Concealing of any fact will liable to be reject the tender completely. No communication will be made in this regard.

### CHAPTER-V

NAMEOFDIVISION/UNIT: DELHI-110012.

# DIVISION OFAGRICULTURAL ENGINEERINGICAR-IARI, NEW

**PROFORMA FOR PRICE BID** 

To be filled in on line as per BOO

### Annexure-I

# PERFORMANCE STATEMENT FOR LAST 3 YEARS

#### To be submitted on line with technical bid as attached

| S.  | Name of   | Name of the | Order No. | Value  | Delivere  | If not | Attach      |
|-----|-----------|-------------|-----------|--------|-----------|--------|-------------|
| No. | the items | office by   | & date    | of     | d in time | please | satisfactor |
|     |           | whom order  | (Please   | supply | or not    | specif | y working   |
|     |           | was placed  | enclose   | order  |           | y the  | report      |
|     |           |             | copy of   |        |           | reason | from each   |
|     |           |             | supply    |        |           |        | office      |
|     |           |             | orders)   |        |           |        | (Yes/No)    |
|     |           |             |           |        |           |        |             |
|     |           |             |           |        |           |        |             |
|     |           |             |           |        |           |        |             |
|     |           |             |           |        |           |        |             |
|     |           |             |           |        |           |        |             |
|     |           |             |           |        |           |        |             |
|     |           |             |           |        |           |        |             |
|     |           |             |           |        |           |        |             |
|     |           |             |           |        |           |        |             |
|     |           |             |           |        |           |        |             |
|     |           |             |           |        |           |        |             |

Signature of Tenderer with office seal

# CERTIFICATE TO BE SIGNED BY THE TENDERER CERTIFICATE

#### To be submitted on line with technical bid as attached

| It is certified that I have rea      | d and understood and will comply all instructions conta |  |  |  |  |
|--------------------------------------|---|--|--|--|--|
| intender enquiry and its schedule. A | All pages of schedule to tenderfrompageto               |  |  |  |  |
| have been fil                        | lled properly andsigned.                                |  |  |  |  |
|                                      |   |  |  |  |  |
|                                      | Signatureoftenderer:                                    |  |  |  |  |
|                                      | Name in blockletters:                                   |  |  |  |  |
|                                      | Nameoffirm:   |  |  |  |  |
|                                      |   |  |  |  |  |
|                                      | Fulladdress:  |  |  |  |  |
|                                      |   |  |  |  |  |
|                                      |   |  |  |  |  |
|                                      |   |  |  |  |  |
|                                      |   |  |  |  |  |
|                                      |   |  |  |  |  |
|                                      |   |  |  |  |  |
|                                      | i) TelephoneNo  |  |  |  |  |
|                                      | ii) MobileNo  |  |  |  |  |
|                                      | iii) Fax No   |  |  |  |  |
|                                      | iv) Emailid   |  |  |  |  |
|                                      | v) Website  |  |  |  |  |

Signature of Tenderer with office seal

20

# **Check list for Tenderers ( Attach with the technical bid )**

Before submission of tender documents, Tenderers should check they have complied with the following requirements:

| Sl. | Requirements to be checked before submission of the tender  | Compiled     |
|-----|---|--------------|
| N   | -   |              |
| 0   |   | indicate Yes |
|     |   | after        |
|     |   | complying    |
|     |   | with the     |
|     |   | requirement) |
| 1   | Cost of Tender has been deposited in the shape of DD etc. physically with the tender issuing authority  |              |
| 2   | Cost of Earnest money Deposit (EMD) in the form of DD etc. has been submitted physically with the   |              |
|     | tender issuing authority  |              |
| 3   | Copy of valid registration certificate with DGS&D in the case of Indian Agent enclosed only in case thebid is for item falling in the restricted list of the Export & Import Policy of Govt.ofIndia   |              |
| 4   | Copy of trade registration certificate from the RBI/Ministry or department concerned in the case of   |              |
| _   | foreign subsidiary firm   |              |
| 5   | Enclose GST registration certificate and PAN No.  |              |
| 6   | Complete tender documents have been enclosed, after signature & stamping on ALL pages.  |              |
| 7   | Signatures of witness with full name and address have been added whenever required on tenderdocument.   |              |
| 8   | Proposal has been submitted in two bid system as per tender enquiry.  |              |
| 9   | Offer validity as required in tender has been accepted & clearly mentioned in tender document.  |              |
| 10  | Delivery Terms & Period as per tender have been accepted and mentioned in tender.   |              |
| 11  | Payment Terms as per tender have been accepted and mentioned in tender.   |              |
| 12  | Compliance statement as per chapter-IV has been enclosed along with supporting technical documents/proof for each point/parameter clearly showing it is complied with or not.   |              |
| 13  | Performance statement for 3 years as required in tender, in the laid down format as per annexure-I, hasbeen enclosed. If not, reasons be specifically given in writing.   |              |
| 14  | Warranty terms as per tender accepted.  |              |
| 15  | Annexure-II regarding compliance of all conditions mentioned in the tender form has been enclosed.  |              |
| 16  | Status of tenderer has been clearly written in tender – manufacturer or manufactures authorized agent. Ifauthorized agent, valid latest agreement authority letter/agreement for the stores quoted from the manufacturer has been enclosed. |              |
| 17  | Free Training on use of equipment after supply, as specified tender, has been accepted in writing.  |              |
| 18  | Technical and financial bid have been submitted on line and document attached with the on line  |              |
|     | technical bid   |              |
| 19  | The tenderer has clearly mentioned in writing that business dealings with their firms have not beenbanned by any Govt./Private agency.  |              |

| 20 | If the tenderer wants to mention any specific condition, it must be mentioned on the    |  |
|----|---|--|
|    | covering/forwarding letter only which will be placed on the first page of the technical |  |
|    | bid. Such condition mentioned in anyother document shall not be given any               |  |
|    | consideration.  |  |

Signature of Tenderer with office seal