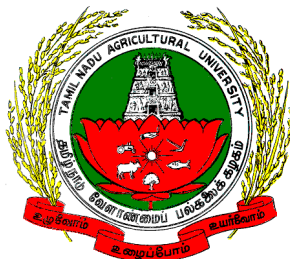


Tender Schedule
TAMIL NADU AGRICULTURAL UNIVERSITY
CENTRE FOR PLANT BREEDING AND GENETICS
Coimbatore - 641 003



Sealed Tenders under two cover system (Technical bid and Price bid)

WORKS	EMD (Rs.)	LAST DATE & TIME	OPENING OF TENDERS
ESTABLISHMENT OF SPEED BREEDING FACILITY	1,68,000	11.07.2022 10.30 AM	11.07.2022 11.00 AM

Telephone	:	0422-6611215
E-mail	:	directorcpbg@tnau.ac.in rice@tnau.ac.in
Web site	:	https://tnau.ac.in/tenders/ www.tenders.tn.gov.in

SECTION I: INVITATION FOR BIDS (IFB)

Sealed Tenders under two cover system (**Technical and Price bid**) in duplicate will be received till 10.30AM on 11.07.2022 by **The Director, Centre for Plant Breeding and Genetics, Tamil Nadu Agricultural University, Coimbatore - 641 003** for the “ESTABLISHMENT OF SPEED BREEDING FACILITY”

- Interested eligible Bidders may obtain further information from the office of **The Professor and Head, Department of Rice, Centre for Plant Breeding and Genetics, Tamil Nadu Agricultural University, Coimbatore - 641 003**, Tamil Nadu, India. (rice@tnau.ac.in) Ph.No: 0422-2474967
- Bidding documents can be downloaded from the Websites.

- Last date and time for Receipt of bids : 11.07.2022, 10.30 AM
- Time and date of Opening of Technical bids : 11.07.2022, 11.00 AM
- Place of opening of bids : Committee Room of the Office of The Director
Centre for Plant Breeding and Genetics
Tamil Nadu Agricultural University
Coimbatore - 641 003.
- Address for communication : The Director
Centre for Plant Breeding and Genetics
Tamil Nadu Agricultural University
Coimbatore - 641 003.
- Any other information : Pre Bid Meeting on 04.07.2022 by 11.00AM at the Committee Room of the Director, CPBG, TNAU, Coimbatore - 3

Reference	Name of the work and items	Estimated cost (Rs)	Bid Security (Rs)	Cost of Document (Rs)	Period of Completion
<u>No.DCPBG /NADP-RKVY2021-22/Establishment of</u>	Establishment of speed breeding Facility	168,00,000/-	1,68,000	-Nil cost - Documents	Within two months from date of issue of

<u>speed breeding facility/ Open tender/Wor ks /2022 dt. 22.6.2022</u>				can be downlo ad from the website s indicat ed below	SO
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4. Bid documents can be downloaded from the following websites
<https://tnau.ac.in/tenders/> or www.tenders.tn.gov.in
5. All bids must be accompanied by a bid security as specified in the bid document and must be delivered to the above office at the date and time indicated above.
6. Bids will be opened in the presence of Bidders' representatives, who choose to attend on the specified date and time.

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Section II: Instruction to Bidders (ITB)

A. Introduction

1. Eligible Bidders

- 1.1 Manufacturers or their authorized representatives are eligible to participate in this tender.
- 1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 1.3 Government-owned enterprise may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the purchaser.

2. Cost of Bidding

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and **The Director, Centre for Plant Breeding and Genetics, Tamil Nadu Agricultural University, Coimbatore - 641 003** herein after referred to as "*the Purchaser*", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. Bidding Documents

3. Contents of Bidding Documents

- 3.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding documents. In addition to the Invitation for Bids, the Bidding Documents include:
 - a. Instruction to Bidders (ITB)
 - b. General Conditions of Contract (GCC)
 - c. Special Conditions of Contract (SCC)
 - d. Schedule of Requirements;
 - e. Technical Specifications / Qualification criteria;
 - f. Bid Form and Price Schedules;
 - g. Bid Security form
 - h. Contract Form;
 - i. Performance Security Form;
 - j. Performance statement
 - k. Manufacturer's Authorization Form and
 - l. Bank Guarantee for Advance Payment Form
- 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

4. Clarification of Bidding Documents

- 4.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the *Purchaser* in writing or by telex or cable at the *Purchaser's* mailing address indicated in the Invitation for Bids. The *Purchaser* will respond in writing to any request for clarification of the Bidding Documents which it receives not later than 7 days prior to the deadline for submission of bids prescribed by the *Purchaser*. Written copies of the *Purchaser's* response

(including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders which have received the bidding documents.

5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids, the *Purchaser* may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment.
- 5.2 All prospective bidders who have received the Bidding Documents will be notified of the amendment in writing or by cable and will be binding on them.
- 5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the *Purchaser* may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

6. Language of Bid

- 6.1 The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the *Purchaser*, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

7. Documents Comprising the Bid

- 7.1 The bid prepared by the Bidder shall comprise the following components:
 - (a) a Bid Form and Price Schedule completed in accordance with ITB Clauses 8, 9 and 10;
 - (b) documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - (c) documentary evidence established in accordance with ITB Clause 12 that the goods and ancillary services to be supplied by the Bidder shall conform to the Bidding Documents; and
 - (d) Bid Security furnished in accordance with ITB Clause 13.

8. Bid Form

- 8.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating for the works/items to be completed and supplied, a brief description of the goods, their country of origin, quantity and prices.

9. Bid Prices

- 9.1 The Bidder shall indicate on the Price Schedule the unit prices and total Bid prices of the works/items they propose to install/supply under the Contract.
- 9.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - (i) The price of the goods, quoted ex-factory, ex-show-room, ex-warehouse, or off the- shelf, or delivered, as applicable, including all duties and sales and other taxes already paid or payable:

- a. on components and raw material use in the manufacture or assembly of the goods quoted ex-factory; or
- b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
- (ii) any purchaser-country sales and other taxes which will be payable on the goods if this contract is awarded;
- (iii) charges for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and
- (iv) the cost of incidental services listed in Clause 7 of the Special Conditions of Contract.

9.3 The Bidders separation of the price components in accordance with ITB Clause 9.2 above will be solely for the purpose of facilitating the comparison of bids by the *Purchaser* and will not in any way limit the *Purchaser's* right to contract on any of the terms offered.

9.4 **Fixed price:** Prices 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 adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 22.

9.5 **Pre bid meeting: Pre bid meeting will be held at Office of the Director, Committee Room, CPBG, TNAU, Coimbatore at 04.07.2022 by 11.00AM**

10. Bid Currencies

10.1 Prices shall be quoted in Indian Rupees/ Foreign currency

11. Documents establishing bidder's eligibility and qualifications

11.1 Pursuant to ITB Clause 7, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the *Purchaser's* satisfactions.

(a) that, in the case of a Bidder offering to undertake work /supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised (as per authorization form in Section XII) by the manufacturer or producer to supply the goods in India.

(b) that the bidder has the financial, technical and production capability necessary to perform the Contract and meets the criteria outlined in the qualification requirements specified in Section VI-A. To this end, all bids submitted shall include the following information:

- (i) The legal status, place of registration and principle place of business of the company or firm or partnership, etc;
- (ii) Details of experience and past performance of the bidder on establishment of similar infrastructure or similar nature of work within the past five years and details of current contracts in hand and other commitments (suggested proforma given in Section XI)

12. Documents establishing works/items in conformity to bidding documents

12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the conformity to the bidding documents of all works/items which the bidder proposes to supply under the contract.

- 12.2 The documentary evidence of conformity of the works/items to the bidding documents may be in the form of literature, drawings and data and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the items; or material and quality of work
 - (b) a list giving full particulars, including available sources and current prices, of all materials, spare parts, special tools, etc., necessary for the proper and continued functioning of the goods for a period of one/two years, following commencement of the goods used by the *Purchaser*; and
 - (c) An item-by-item commentary on the *Purchaser's* Technical Specifications demonstrating substantial responsiveness of the works/items to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 12.3 For the purpose of the commentary to be furnished pursuant to ITB Clause 12.2 © above, the Bidder shall note that standards for workmanship, material and equipments and references to brand names or catalogue numbers designated by the *Purchaser* in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the *Purchaser's* satisfaction that the substitutes are substantially equivalent or superior to those designated in the Technical Specifications.

13. Bid Security

- 13.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, bid security for the amount as indicated in Section V schedule of requirements.
- 13.2 The bid security is required to protect the *Purchaser* against risk of Bidders conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.
- 13.3 The bid security shall be in Indian Rupees and shall be in one of the following forms:
- a. A Bank Guarantee or an irrevocable letter of credit issued by a nationalized /scheduled bank located in India, in the form provided in the bidding document or any other form acceptable to the purchaser and valid for 45 days beyond the validity of the bid; or
 - b. **A demand draft on any Scheduled / Nationalized bank in favour of The Director, Centre for Plant Breeding & Genetics, Tamil Nadu Agricultural University, Coimbatore - 641 003 payable at Coimbatore.**
- 13.4 Any bid not secured in accordance with ITB Clauses 13.1 and 13.3 above will be rejected by the *Purchaser* as non-responsive, pursuant to ITB Clause 22.
- 13.5 Unsuccessful bidders bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of bid validity prescribed by the *Purchaser*, pursuant to ITB Clause 14.
- 13.6 The successful bidder's bid security will be discharged upon the bidders signing the contract, pursuant to ITB Clause 30, and furnishing the security, pursuant to ITB Clause 31.
- 13.7 The bid security may be forfeited:
- (a) If a bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid form;
 - (or)
 - (b) In case of a successful bidder, if the bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 30; or
 - (ii) to furnish performance security in accordance with ITB Clause 31.

14. Period of Validity of Bids

- 14.1 Bids shall remain valid for **90 days** after the date of bid opening prescribed by the *Purchaser*, pursuant to ITB Clause 17. A bid valid for a shorter period may be rejected by the *Purchaser* as non-responsive.
- 14.2 In exceptional circumstances, the *Purchaser* may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex). The bid security provided under ITB Clause 13 shall be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request is not required or permitted to modify its bid.

15. Format and Signing of Bid

- 15.1 The bidder shall prepare two copies of the bid clearly marking each "**Original Bid**" and "**Copy Bid**" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 15.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of Authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- 15.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. Submission of Bids

16. Sealing and Marking of Bids

- 16.1 The bidders shall seal the original and a copy of the bid in separate inner envelopes duly marking the envelopes as "**Original Bid**" and "**Copy Bid**". He shall then place these two inner envelopes in an outer envelope.
- 16.2 The inner envelope and outer envelopes and the cover shall be:
(a) addressed to the *Purchaser* at the following address:
**The Director,
Centre for Plant Breeding and Genetics,
Tamil Nadu Agricultural University,
Coimbatore - 641 003**
(b) bear the product name ("Establishment of Speed breeding facility"), the invitation for bids (IFB) number and the words "**Do not open before 10.30 AM on 11.07.2022**".
- 16.3 The inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".
- 16.4 If the cover containing the outer envelope is not sealed and marked as required by ITB Clause 16.2, the *Purchaser* will assume no responsibility for the bid's misplacement or premature opening.
- 16.5 Telex, cable or facsimile bids will be rejected.

17. Deadline for Submission of Bids

- 17.1 Bids must be received by the *Purchaser* at the address specified under ITB Clause 16.2 not later than the time and date specified in the Invitation of Bids (Section I). In the event of the specified date for the submission of bids being declared a holiday for the *Purchaser*, the bids will be received up to the appointed time on the next working day.

17.2 The *Purchaser* may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 5, in which case all rights and obligations of the purchasers and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Bids

18.1 Any bid received by the *Purchaser* after the deadline for submission of bids prescribed by the *Purchaser*, pursuant to ITB Clause 17, **will be rejected** and/or returned unopened to the Bidder.

19. Modification and Withdrawal of Bids

19.1 The bidder may modify or withdraw its bid after the bids submission, provided that written notice of the modification or withdrawal is received by the *Purchaser* prior to the deadline prescribed for submission of bids.

19.2 The bidders modification or withdrawal notice shall be prepared, sealed, marked and despatched in accordance with the provisions of ITB Clause 16. A withdrawal notice may also be sent by telex or cable but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

19.3 No bid may be modified subsequent to the deadline for submission of bids.

19.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the bidders forfeiture of its bid security, pursuant to Clause 13.7

E. Bid Opening and Evaluation

20. Opening of Bids by Purchaser

20.1 The *Purchaser* will open only all bids, in the presence of bidder's representatives who choose to attend, at **11.00 AM on 11.07.2022** at the following location:

**Office of the Director,
Committee Room,
Centre for Plant Breeding and Genetics,
Tamil Nadu Agricultural University,
Coimbatore - 641 003**

The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the *Purchaser*, the bids shall be opened at the appointed time and location on the next working day.

20.2 The bidders names, modifications, bid withdrawals and the presence or absence of the requisite bid security and such other details as the *Purchaser*, at its discretion, may consider appropriate will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder pursuant to ITB Clause 18.

20.3 The *Purchaser* will prepare minutes of the bid opening.

20.4 The **"Price Bid" (Cover B)** will be opened after evaluation of **"Technical bids" (Cover A)** and the date and time will be intimated to bidders whose bids are responsive and who are selected by the **Purchaser**.

21. Clarification of Bids

21.1 During evaluation of bids, the *Purchaser* may, at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing. Unless the purchaser asks for change in price due to the clarifications sought the bidder is not permitted to alter the price furnished in the **"Price bid" "Cover B"**. The change in price shall be submitted in a separately sealed covers with marking in the cover **"supplemental price bid"** before opening of the **"original price bid"**.

22. Preliminary Examination

22.1 The *Purchaser* will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Representatives, without proper authorization from the manufacturer as per Section XII, shall be treated as non-responsive.

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

22.3 The *Purchaser* may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.

22.4 Prior to the detailed evaluation, pursuant to Clause ITB 23, the *Purchaser* will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6), Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Applicable law (GCC Clause 29) and Taxes and Duties (GCC Clause 31) will be deemed to be material deviation. The purchaser's determination of bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

22.5 A bid determined as not substantially responsive will be rejected by the *Purchaser* and may not subsequently be made responsive by the bidder by correction of non-conformity.

23. Evaluation and Comparison of Bids

23.1 The *Purchaser* will evaluate and compare bids previously determined to be substantially responsive, pursuant to ITB Clause 22.

23.2 The purchasers evaluation of a bid will take into account, in addition to the bid price (ex-factory/ ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in

the goods, and excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB Clause 23.3 and in the technical specifications:

- (a) i) cost of inland transportation, insurance and other costs within India incidental to the delivery of goods to their final destination;
- ii) **The Annual maintenance contract for a period of 3 years subsequent to comprehensive warranty for three years**
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the special conditions of contract
- (d) the availability in India of spare parts and after-sales services for the items/work offered in the bid.

23.3 Pursuant to ITB Clause 23.2 the following evaluation methods will be applied:

- (a) Evaluation and comparison of tenders will be done taking in to consideration the cost of AMC for a period of 3 years after the comprehensive warranty as specified at clause 23.2 (a) (ii).
- (b) Inland transportation, ex-factory/ from port-of-entry, insurance and incidentals.
- (i) Inland transportation, insurance and other incidentals, for delivery of goods to the project site as stated in ITB Clause 9.2 (iii).
The above costs will also be added to the bid price.

(c) **Delivery schedule:**

The *Purchaser* desires to have delivery of the goods covered under the invitation, at the time specified in the schedule of requirements. The estimated time of the arrival of the goods at the project site should be calculated for each bid after allowing for reasonable transportation time. Treating the bid offering the scheduled time of arrival as the base, a delivery "adjustment" will be calculated for other bids at 2% of the ex-factory price for each month of delay beyond the base and this will be added to the bid price for evaluation. No credit will be given to earlier deliveries and bids offering delivery beyond **2 months** of stipulated delivery will be treated as unresponsive.

(d) **Deviation in Payment Schedule:**

The special conditions of contract indicate the payment schedule offered by the *Purchaser*. If a bid deviates from the schedule and if such deviation is considered acceptable to the *Purchaser*, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared to those stipulated in this invitation at a rate of **12%** per annum.

(e) **Spare parts and after sales service facilities in India:**

The cost of the *Purchaser* of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the bid invitation, if quoted separately, shall be added to the bid price.

(f) **Annual Maintenance Contract (AMC):**

- i. The Purchaser desires to have separately annual maintenance contract for a period of 3 years after the expiry, clearly indicating year wise maintenance charges. Bids without these charges will be considered as non-responsive. **The right to enter in to AMC lies with the University.**

- ii. Any major repair pointed out by the *Purchaser* shall be rectified by the Supplier from the date of intimation within a period of 3 calendar days and commission the equipment to the satisfaction of the Purchaser.

24. Contacting the purchaser

- 24.1 Subject to ITB Clause 21, no bidder shall contact the *Purchaser* on any matter relating to its bid, from the time of bid opening to the time the contract is awarded.
- 24.2 Any effort by a bidder to influence the *Purchaser* in the *Purchaser's* bid evaluation, bid comparison or contract award decisions may result in rejection of the bidders bid.

F. Award of Contract

25. Post Qualification

- 25.1 In the absence of pre-qualification, the *Purchaser* will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 11.2 (b) and is qualified to perform the contract satisfactorily.
- 25.2 The determination will take into account the bidders financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted by the bidder, pursuant to ITB Clause 11 as well as such other information as the *Purchaser* deems necessary and appropriate.
- 25.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidders bid, in which event, the *Purchaser* will proceed to the next lowest evaluated bid to make a similar determination of that bidders capabilities to perform satisfactorily.

26. Award Criteria

- 26.1 Subject to ITB Clause 28, the *Purchaser* will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

27. Purchaser's right to vary quantities at time of award

- 27.1 The *Purchaser* reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the schedule of requirements without any change in unit price or other terms and conditions.

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

- 28.1 The *Purchaser* reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the purchaser's action.

29. Notification of Award

- 29.1 Prior to the expiration of the period of bid validity, the *Purchaser* will notify the successful bidder in writing by registered letter or by cable or telex, to be confirmed, that its bid had been accepted.
- 29.2 The notification of award will constitute the formation of the contract.
- 29.3 Upon the successful bidders furnishing of performance security pursuant to ITB Clause 31, the *Purchaser* will promptly notify each unsuccessful bidder and will discharge its bid security, pursuant to ITB Clause 13.

30. Signing of Contract

- 30.1 At the same time as the *Purchaser* notifies the successful bidder that its bid has been accepted, the *Purchaser* will send the bidder the contract form provided in the bidding documents, incorporating all agreements between the parties.
- 30.2 Within 15 days of receipt of notification of award, the successful bidder shall sign and date the contract and return it to the *Purchaser*.

31. Performance Security

- 31.1 **Within 15 days of the receipt of notification of award from the *Purchaser***, the successful bidder shall furnish the performance security in accordance with the conditions of contract, in the performance security form provided in the bidding documents or in another form acceptable to the *Purchaser*.
- 31.2 Failure of the successful bidder to comply with the requirement of ITB Clause 30 or ITB Clause 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the *Purchaser* may make the award to the next lowest evaluated bidder or call for new bids.

Section III: General Conditions of Contract
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1. Definitions

1.1 In this contract the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the *Purchaser* and the Supplier as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the *Purchaser* under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The *Purchaser*" means the Organization purchasing the Goods, as named in SCC;
- (h) "The Supplier" means the individual or firm supplying the Goods under this Contract;
- (i) "The Project Site", where applicable means the place or places named in SCC.
- (j) "Day" means calendar day.
- (k) Delivery period means the period applicable upto completion of supply, installation, testing and commissioning of the equipment by the *Supplier* at the Project site and accepted by the *Purchaser*

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

3.1 The works/items completed or supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods country or origin and such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information

4.1 The Supplier shall not, without the *Purchaser's* prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the *Purchaser* in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the *Purchaser's* prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of the *Purchaser* and shall be returned (in all copies) to the *Purchaser* on completion of the supplier's performance under the Contract if so required by the *Purchaser*.

5. Patent Rights

- 5.1 The Supplier shall indemnify the *Purchaser* against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Performance Security

- 6.1 Within 15 days after the Supplier's receipt of notification of award of the Contract, the Supplier shall furnish performance security to the *Purchaser* in the amount specified in the Special Conditions of Contract.
- 6.2 The proceeds of the performance security shall be payable to the *Purchaser* as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- (a) A Bank guarantee issued by a nationalized/ scheduled bank located in India and in the form provided in the bidding Documents or any other form acceptable to the *Purchaser*; or
 - (b) A demand draft.
- 6.4 The performance security will be discharged by the *Purchaser* and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC

7. Inspection and Tests

- 7.1 The *Purchaser* or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost of the *Purchaser*. The Special conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the *Purchaser* requires and where they are to be conducted. The *Purchaser* shall notify the Supplier in writing of the identity of any representatives retained for these purposes.
- 7.2 The inspections and test may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the *Purchaser*.
- 7.3 Should any inspected or tested Goods fail to conform to the specifications, the *Purchaser* may reject them and the Supplier shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to the *Purchaser*.
- 7.4 The Purchasers right to inspect, test and, where necessary, reject the Goods' arrival in at site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the *Purchaser* or its representative prior to the Goods despatched.
- 7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8.0 Packing

- 8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
- 8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the *Purchaser*.

9. Delivery and Documents

- 9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the *Purchaser* in the Notification of Award. The details of despatching and/or other documents to be furnished by the supplier are specified in SCC.

10. Insurance

- 10.1 The Goods Supplied under the Contract shall be fully insured in Indian Rupees against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract.

11. Transportation

- 11.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the India defined as Project site, transport to such place of destination in India insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

12. Incidental Services

- 12.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods.
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the *Purchaser's* Personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.
- 12.2 Prices charged by the Supplier for incidental services, if not included in the contract Price of the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

13. Spare Parts

- 13.1 As specified in the Special Conditions of Contract, the Supplier may be required to provide any or all of the following materials and notifications and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) Such spare parts as the *Purchaser* may elect to purchase from the Supplier,
 - (i) providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (ii) obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) advance notification to the *Purchaser* of the pending termination, in sufficient time to permit the *Purchaser* to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the *Purchaser*, the blueprints, drawings and specifications of the spare parts, if and when requested.

14. Comprehensive Warranty

- 14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the *Purchaser's* specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in conditions obtaining in the country of final destination.
- 14.2 The comprehensive warranty shall remain **valid for three years from the date of commissioning of the facility**
- 14.3 The *Purchaser* shall promptly notify the supplier in writing of any claims arising under this warranty.
- 14.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the *Purchaser*.
- 14.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC within a reasonable period, the *Purchaser* may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the *Purchaser* may have against the Supplier under the contract.

15. Payment

- 15.1 The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Special Conditions of Contract.
- 15.2 The Suppliers request(s) for payment shall be made to the *Purchaser* in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and after satisfying supply, installing, demonstration & training to staffs, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.
- 15.3 Payment shall be made promptly by the *Purchaser* but in no case later than sixty (60) days after submission of the invoice / claim by the Supplier from the date of installation
- 15.4 Payment shall be made in Indian Rupees /through LC

16. Prices

- 16.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception

of any prices adjustments authorized in the special Conditions of Contract or in the *Purchaser's* request for bid validity extensions, as the case may be.

17. Change Orders

17.1 The *Purchaser* may at any time by written order given to the Supplier pursuant to GCC Clause 30, make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the *Purchaser*;
- (b) the method of shipping or packing
- (a) the place of delivery; or
- (b) the services to be provided by the Supplier.

17.2 If any such changes cause an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the *Purchaser's* change order.

18. Contract Amendments

18.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. Assignment

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the *Purchaser's* prior written consent.

20. Subcontracts

20.1 The supplier shall notify the *Purchaser* in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the contract.

21. Delays in the Supplier's Performance

21.1 Delivery of the completed works undertaken, Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the *Purchaser* in its Schedule of Requirements.

21.2 If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of works undertaken or goods and performance of the Services, the Supplier shall promptly notify the *Purchaser* in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the *Purchaser* shall evaluate the situation and may at its discretion extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligation shall render the supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless any extension of time is agreed upon pursuant to GCC clause 21.2 without the application of liquidated damages.

22. Liquidated Damages

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the *Purchaser* shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the *Purchaser* may consider termination of the Contract pursuant to GCC Clause 23.

23. Termination by Default

- 23.1 The *Purchaser* may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part;
- (a) if the Supplier fails to complete the work and deliver the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the *Purchaser* pursuant to clause 21; or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- 23.2 In the event the *Purchaser* terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the *Purchaser* may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the *Purchaser* for any excess costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

24. Force Majeure

- 24.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Supplier shall not be liable for forfeiture of its performance security, liquidation damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 24.2 For purposes of this Clause "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the *Purchaser* either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the *Purchaser* in writing of such conditions and the cause thereof. Unless otherwise directed by the *Purchaser* in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

25. Termination for Insolvency

- 25.1 The *Purchaser* may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the *Purchaser*.

26. Termination for Convenience

26.1 The *Purchaser*, may by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the *Purchaser's* convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

27. Resolution of Disputes

27.1 The *Purchaser* and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

27.2 If, after thirty (30) days from the commencement of such informal negotiations, the *Purchaser* and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but or not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration.

28. Governing Language

28.1 The contract shall be written in English language. Subject to Clause 29, English language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

29. Applicable Law

29.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

30. Notice

30.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex and confirmed in writing to the other Party's address specified in Special Conditions of Contract.

30.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

31. Taxes and Duties

31.1. Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the *Purchaser*. However, Sales tax (not surcharge in lieu of Sales tax) in respect of the transaction between the *Purchaser* and the Supplier shall be payable extra, if so stipulated in the Notification of Award.

32. Training/ Capacity Building

Suppliers have to provide hands-on- training on the operation of plant sensor, environmental sensor units, irrigation, fertigation, photo-period control, sowing and plant growth conditions, softwares for automation, maintenance of the facility/equipment controls etc.

Section IV: Special Conditions of Contract
Table of Clauses

(The corresponding Clause number of the General Conditions is in parentheses)

Clause no.	Topic number
1.	Definitions (Clause 1)
2.	Performance Security (Clause 6)
3.	Inspection and Tests (Clause 7)
4.	Packing (Clause 8)
5.	Delivery and Documents (Clause 9)
6.	Insurance (Clause 10)
7.	Incidental Services (Clause 12)
8.	Spare Parts (Clause 13)
9.	Comprehensive Warranty (Clause 14)
10.	Payment (Clause 15)
11.	Prices (Clause 16)
12.	Sub Contract (Clause 20)
13.	Liquidated Damages (Clause 22)
14.	Resolution of Disputes (Clause 27)
15.	Notices (Clause 30)
16.	Annual Maintenance Contract
17.	Enclosures to Bid

Section IV: Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of contract. The Corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

(a) The *Purchaser* is **The Director, Centre for Plant Breeding and Genetics, Tamil Nadu Agricultural University, Coimbatore - 641 003**

(b) The Supplier is.....

(c) Project site is the place(s) mentioned in the **Schedule of Requirements**

2. Performance Security (GCC Clause 6)

2.1 Substitute Clause 6.1 of GCC by the following:

Within 15 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish performance Security to the Purchaser for an amount of 5% of the total bill of cost for a period up to the comprehensive warranty period

2.2 Substitute Clause 6.3 (b) of GCC by the following:

A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favour of the *Purchaser*.

2.3 Substitute Clause 6.4 of the GCC by the following:

The Performance Security will be discharged by the *Purchaser* and returned to the Supplier not later than 2 years following the date of completion of the Supplier's performance obligations, including the warranty obligations, under the Contract.

2.4 Add Clause 6.5 to the GCC of the following:

In the event of any contract amendment, the supplier shall, within 15 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period of two years thereafter.

3. **Inspection and Tests (GCC Clause 7)**

The following inspection procedures and tests are required by the *Purchaser*;

- a) The supplier shall get each work /item inspected in manufacturer's works and submit a test certificate and also guarantee/warranty certificate that the equipment conforms to laid down specifications.
- b) The *Purchaser* or its representative shall inspect and/or test any or all the works and items to confirm their conformity to the Contract specifications, prior to despatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the equipment on receipt at destination.
- c) If the work/item fails to meet the laid down specifications the supplier shall take immediate steps to remedy the deficiency or replace the defective item/work to the satisfaction of the *Purchaser*.

4. **Packing (GCC Clause 8)**

Add as Clause 8.3 of the GCC the following:

Packing Instruction: The Supplier will be required to mark separate packages for each consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:

- i) Project
- ii) Contract No.
- iii) Supplier's Name
- iv) Packing list reference number

5. **Delivery and Documents (GCC Clause 9)**

Upon delivery of the Goods, the Supplier shall notify the *Purchaser* and the Insurance Company by cable or Telex or fax the full details of shipment including the Contract number, railway receipt number and date, description of Goods, quantity, names of the consignee etc.

The Supplier shall mail the following documents to the *Purchaser*, with a copy to the Insurance Company.

- (i) Three Copies of Supplier invoice showing Goods description, quantity, unit price, total amount;
- (ii) Railway receipt/acknowledgment of receipt of goods from the Consignee(s)
- (iii) Insurance Certificate;
- (iv) Manufacturer's/ Supplier's warranty and test Certificate;
- (v) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report;

The above documents shall be received by the *Purchaser* before arrival of Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the supplier will be responsible for any consequent expenses.

6. Insurance (GCC Clause 10)

For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "Warehouse to Warehouse" (Final destinations) on "All Risks" basis including War Risks and Strike.

7. Incidental Service (GCC Clause 12)

The following services covered under Clause 12 shall be furnished and the cost shall be included in the contract price:

- (a) Unloading, safe storage and handling of consignment of site.
- (b) On site assembly if any of the supplied goods, installation, testing and commissioning of the equipment.
- (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

8. Spare parts (GCC Clause 13)

Add as Clause 13.2 to the GCC the following:

Supplier shall carry sufficient inventories to assure prompt replacement of defective parts immediately during the guarantee as well as maintenance period covered under comprehensive maintenance contract.

9. Comprehensive Warranty (GCC Clause 14)

The Supplier shall, in addition, comply with the performance and/ or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 3:

10. Payment (GCC Clause 15)

Payment for Goods and Services shall be made in Indian Rupees /Foreign currency after satisfactory supply, installation, demonstration and training to staffs.

11. Prices (GCC Clause 16)

Substitute Clause 16.1 of the GCC with the following:

Prices payable to the Supplier as stated in the Contract shall not be subject to adjustment during performance of the Contract.

12. Sub-Contract (Clause 20)

Add at the end of sub-clause 20.1 the following:

Sub-contract shall be only for bought-out items and sub-assemblies.

13. Liquidated Damages (GCC Clause 22)

13.1 For delays:

Substitute GCC Clause 22.1 by the following

Subject to Clause 24, if the Supplier fails to deliver any or all of the Goods or perform of services within the time period(s) specified in the Contract, the *Purchaser* shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10 percent of the delayed Goods or Services contract price. Once the maximum is reached, the *Purchaser* may consider termination of the Contract.

14. Resolution of Disputes (GCC Clause 27)

Add as GCC Clauses 27.3 and 27.4 the following:

27.3 The dispute resolution mechanism to be applied pursuant to GCC Clause 27 shall be as follows:

(a) In the case of a dispute or difference arising between the *Purchaser* and a Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996 the Arbitral Tribunal shall consist of 3 Arbitrator, one each to be nominated by the *Purchaser* and the supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrator appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of Institute of Engineers (India).

27.4 The venue of arbitration shall be the place from where the Contract is issued (ie.) **Coimbatore.**

15. Notices (clause 30)

For the purpose of all notices, the following shall be the address of the *Purchaser* and Supplier.

Purchaser: **The Director,
Centre for Plant Breeding and Genetics,
Tamil Nadu Agricultural University,
Coimbatore - 641 003**

Supplier:

(To be filled in at the time of Contract signature)

16. Annual Maintenance Contract (AMC):

16.1 Any major repair pointed out by the *Purchaser* shall be rectified by the Supplier from the date of intimation within a period of 3 calendar days to the satisfaction of the Purchaser. Failing which the Purchaser has a right to levy a penalty on the Supplier a sum of Rs.5000/- per day or part thereof for each work until the work is completed to the satisfaction of the Purchaser.

16.2 The Supplier shall indicate clearly the free guarantee maintenance of the whole system supplied by the Supplier and the same should not be less than 1 year.

16.3 The Supplier shall also indicate separately AMC of the entire system for 3 years subsequent to comprehensive warranty period and shall clearly indicate year wise maintenance cost.

17. Enclosures to Bid:

17.1 Technical bid (Cover A):

Technical Bid shall include the duly filled up Tender documents along with

- a) Bid Security
- b) Duly attested copy of License, approved by the concerned Licensing Authority.
- c) For Importers, Photocopy of License renewed upto date and should have registered with Importer Exporter Code, GOI.
- d) Documentary evidence of constitution of firm such as Memorandum of Articles, Partnership Deed, etc., with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor.
- e) Authorization of senior responsible officer of the Company to transact business.
- f) Annual turnover statement for three years 2019-20, 2020-21 and 2021-22 certified by the Auditor
- g) Copies of Balance Sheet and Profit & Loss Account for three years 2019-20, 2020-21 and 2021-22 certified by the Auditors.
- h) I.T. Clearance Certificate as on latest for three financial years 2019-20, 2020-21 and 2021-22.
- i) Qualification Criteria - Section VI-B
- j) Performance Statement - Section XI
- k) Manufacturer's Authorization Form - Section XII
- l) Technical literature and other documents in support of the goods / services.
- m) Supporting evidences for TERMS and CONDITIONS provided in the tender
- n) List of works quoted (without prices)
- o) Official Brochure of the document
- p) All tender documents should be self-attested

17.2 Price Bid (Cover B):

Price bid shall include

- a) Duly filled in Price Schedule - Section VII
Please note that the Bidder run the risk of his bid being rejected if the Price Schedule contains any conditions.

Section V: Schedule of Requirements

Sl. No.	Brief Description	Quantity	Delivery Schedule	Bid Security Rs.
1.	"Establishment of Speed Breeding facility"	Details furnished in technical specifications	Work completion within 60 days from date of issue of SO	1,68,000/-

Place of Establishment of work:

S.No.	Place	Work/Item
1.	Department of Rice, Centre for Plant Breeding and Genetics, Tamil Nadu Agricultural University, Coimbatore - 641 003	As specified in the tender

Section VIA- Technical Specifications

ESTABLISHMENT OF SPEED BREEDING FACILITY

The **purpose** of this project is to establish a fully operational and synchronized equipment facility in order to grow crops like Rice and Chilli, inducing them for early completion of life cycle thus promoting **Rapid generation advancement of filial generations after hybridizations to achieve speed breeding.**

Scope of work

- Fabrication and installation (wherever required) of works at **Department of Rice** building, transport and unloading, cleaning the premises.
- The Design, fabrication and material quality should be got approved by the University authority
- Samples need to be submitted wherever possible for checking texture, thickness, quality and pattern/design for selection and approval. The Department of Rice, CPBG, TNAU Coimbatore will retain the above samples of the successful manufacturer or owner to ensure that material delivered to jobsite conforms in every respect to the samples submitted if need be.
- The selected manufacturer must warrant for a period of three years starting from date of occupancy that all products sold under the contract referenced above shall be free from defects in material and workmanship

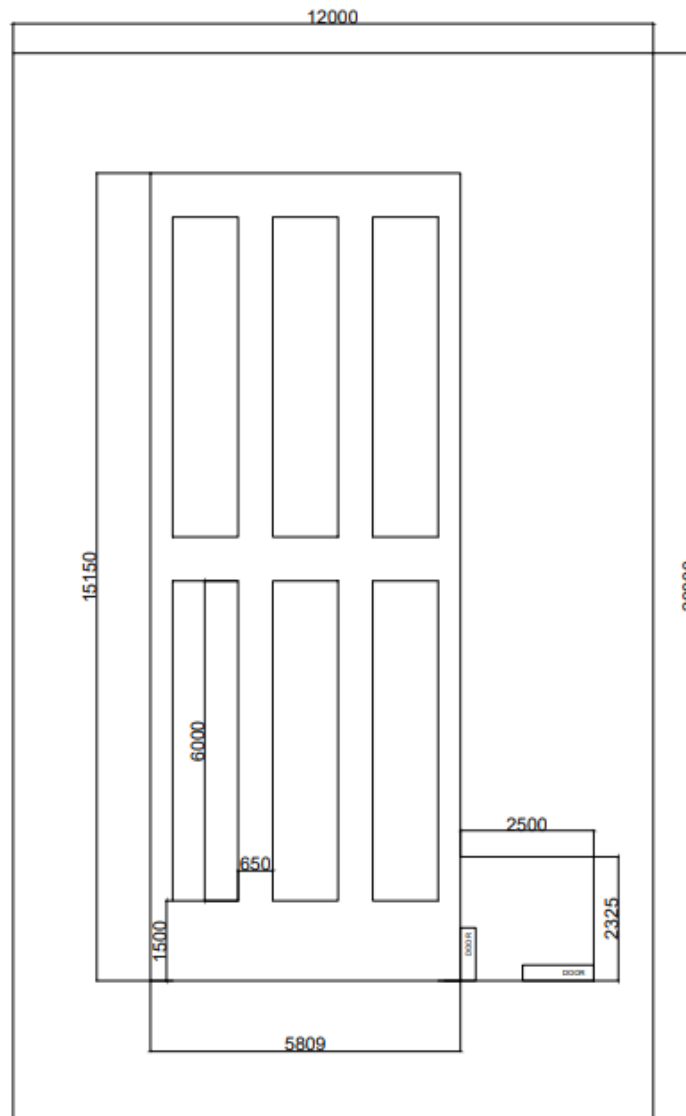
TECHNICAL SPECIFICATIONS

A. MAIN STRUCTURE

1. Area

The structure is housed inside a fencing which consists of a **Working area** with all advanced facilities promoting early maturity of crop plants and an **Anti-room**. The drawing of proposed structure is given below

LAYOUT PLAN OF TNAU SPEED BREEDING FACILITY
DEPARTMENT OF RICE, COIMBATORE



Units in mm

Area measurements

- Working area length: 15150mm or 15.15metres
- Working area width: 5800mm or 5.8m
- Anti-room length: 2325mm
- Anti-room width: 2500mm
- **Total working area: 88 m²**
- Total area length: 20000mm
- Total area width: 12000mm
- From entry gate at the fence to the anti-room door: 2600mm and remaining area at the back of the facility
- The distance from fence to the facility wall at the anti-room side- 3615mm
- **Total area of the facility -240 m² of fenced area**

2. Facility with DL sheet covering

Purpose: The DL sheet should meet the performance of glass in terms of light transmission by reducing reflectivity and provide thermal insulation with multiwall DL covering sheet panels. Should be strong enough to resist major hail impact..

- All sides should be covered with DL sheet including roof, front wall, end wall, & sidewalls of the facility
- The material may be CLEAR sheet with above 80% light transmission efficiency.
- Material properties - DL panels need to feature integrated drip and condensation controls to reduce dripping to minimize infection by microorganisms.

Specifications for DL sheet:

- **Material:** Special type of high impact acrylic
- **Light transmittance** - CLEAR sheet with above 80% light transmittance
- **Total energy transmittance** - CLEAR sheet - Heat transfer coefficient - 3-4 W/m²K, Max. service temperature without load - 70 °C, Minimum permissible cold-curving radius - 1200mm, Area weight approx. 2.5-3.0 kg/m²
- **Thickness:** 10mm
- Warranty period may be mentioned

3. Bio light canopies

Purpose: To provide critical photoperiod to plants in order to stimulate growth and complete its life cycle.

- The plants should be at definite distance from the light to get the right intensity of light.
- The system should provide proper spectra, design and mounting heights of the lights to minimize plant shading and create consistent lighting to satisfy the plants' requirement for proper growth throughout its life cycle.
- The plant canopy system should be a vertical height adjustable grid system (motorized) with remote operation.

- The minimum height that it can be fixed from the floor level should be 1300mm and maximum movable upto 3350mm.

4. Retractable Black Out Screening System

Purpose: To create total dark period inside growing facility uninterrupted by light for plants as and when required

Motorised black out screen should be installed on all sides and roof for blocking up to 99% of incoming or outgoing light using world class technology for higher functional efficiency.

Material: Special fabric with 195-200 g/m² weight

5. EBB and Flow benching system

Purpose: To combine elevated benching system with a closed re-circulating irrigation system.

Criteria: Material should be extruded anodized aluminium top frame and legs with polymer top (food grade) tray system for keeping protrays/pots.

- Quantity: Six benches
- Size: 6000mm length and 1200mm width
- Thickness of polymer top: 16mm
- Height: 900mm from floor
- Space in between legs: 850mm
- No. of legs on each side: 5 - 6 (equally spaced)
- Inter space between the benches: 650mm and on wall sides, it may be less.
- The benches may be provided with rolling mechanism at the top to adjust the walking spaces for observation of plants
- The distance from wall of facility to the bench at the entry lane from anti-room to main facility is 1500mm for free movement along the entry side.
- The total facility should be provided with protrays designed as per our requirements

6. Cleaning Cage & Feeding System

EBB flow tray should consist of water at certain level of height with enough flow rate having 120mesh filter to remove fibre or growth media particles.

7. Air Exchange Ventilation

Motorized top ventilation mechanism with movable vents of 1.0m opening butterfly type sealed with insect screen.

8. Steel structure

- Hot dip galvanized steel specially fabricated Rectangular Hollow Sections (RHS) for a long, maintenance-free service life, designed as per recommendations of IS 14462-1997 for Post, column bracing, top & bottom rafter, trusses bracing, purlins and girt, bolts etc
- No. of columns - 16 (six each on two sides along the length and remaining in the width)

- No. of columns in the anti-room -2 on one side (on another side it is attached with main structure)
- The structure accessories need to include: Extruded aluminium gutters, bars, ventilators, glass support systems and profile capping to adjust the roof system according to our requirements.

Description	Section
Columns	UC 152 x 152 x 23mm
Gable end columns	UC 152 x 152 x 23mm
Rafter (top)	49 x 49 x 2.9mm
Rafter (bottom)	49 x 49 x 2.9mm
Truss members	32 x 32 x 2.6mm
Girts	96 x 48 x 2.9mm
Purlin	96 x 48 x 2.9mm
End purlin	96 x 48 x 2.9mm
Column/wind bracing	66 x 33 x 2.9mm

9. Roof

Scope: Much of the strength in the roof system is obtained from the gutter-post connection, the bar-gutter connection, and the moment tight roof bracing. Hence, in all connections, a broad support base is to be created to minimize the slack.

- Hut shaped roof design
- Flat transitions between the glass and the bars to avoid dirt accumulation and ensure a smooth watercourse during rainstorms.
- There should be a provision in main gutter with additional lower gutter for the drainage of condensation water. Gutter Slope: 1.0 to 1.5%
- Gutter height: 5130mm or 5.1m
- Ridge height: 6580 – 6600mm

10. Electrical wiring

- Copper wires and desired load and switches, extra switches as stand by to be provided.
- Each feature (complete set) should have an own electric line with MCB, underground in PVC conduit pipe with fireproof wires.
- Separate electrical work, panel board and main switches - 01 complete set
- The quality of all electrical material/items should be of high standards

11. Doors for Speed Breeding Facility

- The material should be Heavy duty reinforcement in double blade for extreme rigidity with minimal design and smooth surface enabling highest standard of hygiene.
- Bottom gasket for complete hermetic sealing.
- 60-80mm Polyurethane foam Insulation

- Door Integrated with Airtight gasket and magnetic lock and bottom gasket for complete hermetic sealing.
- Fire Rated Doors need to be provided. The hardware should consist of Panic Bar, door closers, handles etc. of standard make of high quality
- The doors may be of sliding nature
- **Door Size:** 2200x1000 mm
- No. of doors - Two

12. Basic civil work

- Earthwork excavation of 1.20m x 1.20m x 2.50m for column footing. M.Sand filling - 100 mm; PCC 1:5:10 (One Cement, Five Sand and Ten 40 mm metal) 100 mm thick base for footing.
- RCC footing of 230 mm thick in the ratio of 1:2:4 (One cement two sand and four 20mm metal). 12mm dia bar for footing mat on both ways at 150mm spacing.
- RCC posts of 300mm x300 mm size using 6 nos of 12mm dia main bars with 8mm dia rings at 150mm spacing.
- RCC 1:2:4 for column up to 600mm above G.L
- RCC grade beam of 0.23m x 0.30 m using 6nos 12mm dia at top & bottom with 8mm dia rings @150mm spacing in 1:2:4 (One cement two sand and four 20mm metal) mix with necessary PCC 1:5:10 and M. Sand filling for grade beam
- Above the grade beam, all-round 230 mm brick wall in cement mortar 1:5 (one cement and five sand) 230 mm wall up to a height of 600 mm (up to ground level)
- Plinth beam 230 x 150 mm RCC 1:2:4 (One cement two sand and four 20mm metal) with 4 nos, of 12 mm rod at the ground level plinth protection of 60 cm width (outside)
- Above plinth beam, brick work in cement mortar 1:5 (one cement and five sand) 600 mm height 230 mm wall above ground level
- PCC 1:5:10 (One cement five sand and ten 40mm metal) of 100mm thick base for basement (flooring) and plinth protection (with necessary M. sand filling of 100 mm for flooring and plinth protection)
- Floor finish of 75mm thick in RCC 1:2:4 with reinforcement of 8mm rods on both ways for basement and plinth protection all-round wall.
- Plastering the inner and outer wall with cement mortar 1:5 (one cement and five sand).
- Painting with external emulsion for outer wall and plastic emulsion for inner walls two coats

13. Flooring

International standard "Resin based Epoxy" flooring of 2 mm thickness on concrete surface.

14. Fence

The covered facility of nearly 240sqmt need to be fenced with high quality and strong link chain net wire with entry / exit gate and locking facility. An approach road with paver blocks from fence gate upto entry door of anti-room needs to be provided. Civil works wherever necessary.

Gate: GI frame

Pole: GI

B. ENVIRONMENTAL SENSOR UNITS

1. Light lamps (Light monitoring sensor with adjustable spectrum PAR lights)

- Programming and control: Independent level programming to set up day/night programming.
- Light Grid mechanism customized modules with adjustable spectrum LED lamps with individual control.
- Light Intensity: up to 800 $\mu\text{mole}/\text{m}^2 / \text{sec}$ Wavelength: 450nm, 660nm, 735nm, 5700k white/ wave bands: UV-A (380nm), Blue (400,420 & 450nm), Green (520nm), Red (630nm, 660nm), Far Red (735nm, & white (5700K)
- CE and Restriction to Hazardous substances (ROHS) compliance.
- Total Facility should consist of at least 25 high luminous PAR LED Lamps

2. Uninterrupted Photo Periodic Cycle Unit

Cycle: 24 hrs minimum ON/OFF period 30 minutes-Accuracy: ± 10 sec/day, Input: 200-240 VAC, phase - single, Ambient: 5°C to 45°C, RH up to 85% normally.

3. Humidity sensor

Purpose: To maintain humidity using Ultra fogging humidifier

Range: Up to 85% RH lights OFF and 80% Light ON

4. CO₂ Controller with sensor

CO₂ Range: 350-700 ppm with sensor

5. Power back-up

62.5KVA Genset with necessary civil works for erection

A standard product with warranty and durability to be provided

6. Fire safety level

- Fire Extinguisher Cylinder to be provided in each chamber which is designed to ensure safe passage through limited visibility conditions and evacuation.
- Fire Detection systems are to be equipped with a variety of detectors that can not only just sense smoke but heat and flames as well

C. PLANT SENSOR UNITS

1. Water level sensor

Purpose: To Monitor the water level in Ebb benches for irrigation

- Submersible low range water level sensor having 0 to 400mm pressure range with detachable nose cone to reveal a flush diaphragm.
- Nose cone to prevent clogging of sensor from soil and plant material.
- Made of stainless steel with ceramic diaphragm with output signal 0-10 Vdc, 3 wire.

2. Soil Moisture sensing system

- Sensing device for soil moisture level of 0-100% range with +/- 3% accuracy
- IP67 protection glass with temperature range of - 30°C to +70°C.
- 4-20mA output signal with supply voltage of 24VDC

3. RO system

- 100lph capacity to be provided along with plumbing fittings for humidification
- Storage tank: 2000 Ltrs to be provided
- Standard product with high quality pump and warranty is required
- Necessary civil works for erection

4. Alarm

Audio and visual alarm in case of faulty functioning of any set parameter to alert the user to be provided.

D. EQUIPMENT CONTROL UNITS

1. Cooling unit

Purpose: Cooling of the unit with air conditioning (25+2°C).

- Quantity: 2 AC units of 8.5 tonnes capacity each for the entire area.
- The indoor unit shall be ductable split type complete with DX Coil, filters, blowers with motor and drive, oil, HP / LP cut-out, thermostatic expansion valve, distributor, starter & other necessary controls to form a factory tested compact unit.
- The outdoor unit shall have condenser coil, fans with motor and drive, scroll compressor, panel, Refrigerant, copper piping and pipe insulation etc

2. Integrated Irrigation and Fertigation System

- EC and pH sensor to monitor the irrigation system for optimal irrigation of root zone
- Pre- set programs to control nutrients and fertilizers at any given point of time automatically with consistent and accurate management for optimized crop performance.
- High and Low alarm control lockouts for correct dosing
- User-friendly interface and easy to operate.
- Auto resume/ restart after power loss.

3. Overhead Water Spray Car

Purpose: To maintain humidity using Ultra fogging humidifier

- High pressure ultra-fine fogging system with 15 to 20 microns of water particle size along with pump with screen filter, fogging nozzles, pipes, polymer water tank and overhead hanging mechanism to attain humidity level up to 85% ± 5%.
- Capacity: 10Ltrs / Hr.

4. Integrated pest management

Insect infestation cards and towers to check the insect entry

Provision of yellow sticky traps

5. Automated climate control system

Purpose: Automatic control by intelligent computer system to regulate temperature, humidity, light spectrum, photoperiodism, moisture level, irrigation and fertigation with a day/week/month calendar

Features:

- Control system capable of Real time clock programming of temperature, relative humidity and lighting status.
- Data recording facility of minimum 30 days with 1-minute interval.
- Data logging in excel and graphical format.
- Average hourly values of parameters for analysis of research.
- Remote access to local computer.
- Remote access from anywhere on computer when connected to internet.
- Email Alarm Alert system in case of any deviation of set points, malfunctioning of equipment inside the facility

6. Automatic Seeder Machine

- Seeder machine to automatically fill the 98 cavity trays operated using vacuum with Venturi system
- Suction: Single connection, Dibber cylinder, Complete nickel plated nozzle kit
- Production capacity of 1700 rows/hour maximum.
- Advancement bar: One, Number of Nozzles for sowing bar: 11, Descent seed tube: One, Number of tube for cell – One

TERMS and CONDITIONS

- Bidder company/Organization should be a public limited/private limited/Government Registered company registered under the Companies Act, 1956, Limited Liability Partnership (LLP) under the Partnership Act, Partnership Firm, Societies Registration Act, etc. The agency/s must have valid PAN card and GST Registration. The bidder/applicant need to be original manufacturer
- The Bidder/Applicant should have registered with valid ISO Certifications like ISO 45001:2018, ISO 9001:2015 & ISO 14001:2015.
- The Bidder/Applicant should have registered with PF & ESIC Govt. of India, Documentary proof should be attached.
- For Importers Photocopy of License renewed upto date and should have registered with Importer Exporter Code (IEC), GOI.

- The Bidder should have registered with (Department of Scientific and Industrial Research (DSIR) Govt. of India, Documentary proof should be attached
- The bidder should have registered with Environment/atmosphere/non-air pollution work in nature
- Evidences for establishing a speed breeding facility in India to Central Govt./State Govt./PSUs/Autonomous bodies or reputed private research organizations, International Research Institute with customer approval, work completion and satisfactory performance certificate to be enclosed. Photos may be submitted. The applicant should have experience of at least 10 years in establishment of scientific research facilities in India.
- The details of production, capacity, equipment's installed, system of quality control, packing, production, storage and transportation etc. need to be mentioned in the tender
- Joint venture/ collaboration for the creation of the speed breeding facility is not allowed.
- The bidder should quote for all the items of tender and it is a complete/wholesome facility. Any tender for part item will be summarily rejected
- CAD drawings to be provided for the proposed structure layout in detail including roof, elevation, Ebb bench plan, civil works etc.
- The applicant must submit proposals with technical support assurance letter for the proposed work
- Bidders shall not be under any declaration of ineligibility for corrupt and fraudulent practices issued by any State Government/GOE/ Union territory. The Bidders shall not be blacklisted by any State Government/GOI/Union territory/State and Central Educational Institutes etc. during last Ten Years at the time of submission of tender bid for any item or by any reason. The applicant shall provide self-Certification by the Authorised Signatory as proof of the same
- The Make and Complete Specifications of the Material should be clearly mentioned and catalogue/Leaflet/Brochure if any to be submitted with proposal
- All documents need to be self- attested
- The bidder shall have Annual turnover for last three financial (2019-20, 2020-21 & 2021-22) years, ending on 31 March 2022, should not be less than INR 25 Cr in the field of creating research facilities. The copies of the Profit & Loss statement also to be provided. The bidder should not be in loss in the last three financial years. The Turnover Certificate duly signed & stamped by Chartered Accountant need to be enclosed
- The Bidder/Applicant should provide ITR (Income Tax Return) for the last three financial (2019-20, 2020-21 & 2021-22) years.

SECTION VI-B: QUALIFICATION CRITERIA

(Referred to in Clause 11.2 of ITB)

- a) The bidder or the manufacturer should satisfy all the TERMS and CONDITIONS as specified in the tender to become eligible for consideration/approval by the Technical Committee
- c) The bidder should furnish the information on past supplies and satisfactory performance in the Proforma given under Section - XI related to establishment of speed breeding facility.
- d) Bidders shall invariably furnish documentary evidence (Client's Certificate) in support of the satisfactory operation of the item or completion of the work as specified above.
- e) The Bidder shall furnish data to support that he has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period.
- f) The firm should have acquired with MSE -2 CRISIL rating

SECTION VII : BID FORM AND PRICE SCHEDULES

Date:.....2022.
Contract No.....

To:

Gentlemen,

Having examined the Bidding Documents including Addenda Nos....., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver

(Description of Goods and Services) in conformity with the said Bidding Documents for the sum of (Total Bid amount in Words and Figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted we will obtain the guarantee of a bank in a sum equivalent to 5% of the Contract Price for the due performance of the Contract, in the form prescribed by the *Purchaser*.

We agree to abide by this bid for a period of(Number) days from the date fixed for bid opening under Clause 20 of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the 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 understand that you are not bound to accept the lowest or any bid you may receive.

Dated this..... day of 2022

Signature :

(in the Capacity of) :

Duly authorised to sign bid for and on behalf of

.....

i. Unit price as in (6) (Rs in words)

TOTAL

ii. Annual Maintenance Contract for 5 years - Amount/ per year
(after comprehensive warranty period)

.....

iii. Customs Duty payable if any Rs.....

Note:

- (a) In case of discrepancy between unit price and total price, the unit price shall prevail.
- (b) **This price schedule should be placed in separate sealed cover "Cover B"**

Place :

Signature of Bidder.....

Date :

Name

Business Address

SECTION VIII : BID SECURITY FORM

Whereas¹ (*hereinafter called "the Bidder"*) has submitted its bid dated (*date of submission of bid*) for the supply of (*name and/or description of the goods*) (*hereinafter called "the Bid"*).

KNOW ALL PEOPLE by these presents that WE *..(name of bank)* of (*name of country*), having our registered office at (*address of bank*) (*hereinafter called "the Bank"*), are bound unto (*name of purchaser*) (*hereinafter called "the Purchaser"*) in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are :

1. If the Bidder
 - a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - b) does not accept the correction of errors in accordance with the ITB; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity :
 - a) fails or refuses to execute the Contract Form if required; or
 - b) fails or refuses to furnish the performance security, in a accordance with the Instruction to Bidders;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

1 *Name of Bidder*

SECTION IX : CONTRACT FORM

THIS AGREEMENT is made on the day of, 20..... between(Name and Address of *Purchaser*) represented by the Managing Director, (hereinafter “the *Purchaser*”) of one part and(Name and address of **Supplier**) (hereinafter “the **Supplier**”), represented by.....(Name of the authorized signatory and designation), aged years, residing at(Full Residential Address of the signatory) of the other part:

WHEREAS the *Purchaser* is desirous that certain Goods and ancillary services should be provided by the Supplier, viz., (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
 - (a) the Bid Form and Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the *Purchaser*'s Notification of Award
3. In consideration of the payments to be made by the *Purchaser* to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the *Purchaser* to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The *Purchaser* hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

BRIEF PARTICULARS OF THE GOODS AND SERVICES WHICH SHALL BE SUPPORTED / PROVIDED BY THE SUPPLIER ARE:

S.No.	Brief Description of	Quantity to be Supplied	Unit Price	Total Amount (3 x 4)	Sales Tax & other Taxes Payable
1	2	3	4	5	6
-					
-					

Total Value: 5 + 6
Delivery Schedule:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said (For the *Purchaser*)

in the presence of

Signed, Sealed and Delivered by the

said(For the Supplier) (Signature, Name, Designation and Address with office seal)

in the presence of

1. (Signature Name and Address of Witness)

2. (Signature Name and Address of Witness)

SECTION X : PERFORMANCE SECURITY FORM

To : _____ (Name of *Purchaser*)

WHEREAS (Name of the Supplier) herein called "the Supplier" has undertaken, in pursuance of Contract No..... dated, to supply (Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, upto a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 20...

Signature and Seal of Guarantors

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

Date 20

Address

.....
.....

(Please see Clause 11.2(b) (ii) of
Instructions to Bidders)

SECTION XI

Proforma for Performance Statement (for a period of last five years) in establishing this facility in Govt/Semi- Govt. Departments

Bid No.

Name of the Firm:

Order placed by (Full Address of Purchaser) (1)	Order No. and Dated (2)	Description and Quantity of ordered items	Value of order	Date of Completion of delivery	Remarks indicating reasons for late delivery, if any	Has the work/item been satisfactory (Attach a certificate from the Purchaser/ Consignee)
				As per Actual Contract		

Signature and Seal of the Bidder

.....

SECTION XII

(Please see Clause 11.2(a) of Instructions to Bidders)

MANUFACTURER'S AUTHORISATION FORM

No..... dated

To

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

Dear Sir,

IFB No. _____

We _____ who are established and reputable manufacturers of _____ having factories at _____ and _____ do hereby authorise M/s. _____ (Name and address of Representative) to submit a bid, and subsequently negotiate and sign the contract with you against the above IFB NO.

No company or firm or individual other than M/s. _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific IFB.

We hereby extend our full guarantee and warranty as per Clause 14 of the General Conditions of Contract for the goods offered for supply against this invitation for bid by the above firm.

Yours faithfully,

(Name)
for and on behalf of M/s. _____
(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.