

**Project Management & Co-ordination Unit**  
**Indo-Myanmar : Advanced Center for Agricultural Research & Education**  
**ICAR - Indian Agricultural Research Institute, New Delhi**

F.No. IM-ACARE/2018-19/1

Dated: 22.04.2018

**TENDER NOTICE**

Sealed tender(s) under two bid system (i) Technical bids (ii) Financial bids on behalf of Secretary, ICAR are invited by the Director, ICAR-IARI from eligible bidders for supply, installation, testing & commissioning and on-site support for the equipment/goods listed below at Indo-Myanmar : Advanced Centre for Agricultural Research & Education (IM-ACARE) being set up by ICAR-IARI on behalf of Department of Agricultural Research & Education (DARE) at Yezin Agricultural University, Yezin, Myanmar.

Sl. No.	Name of the Equipment/Goods	Qty.	Bid Security Amount/EMD in INR (₹) or equivalent
1.	Vehicles	3	2,00,000/-

**TENDER AND OTHER FORMALITIES OF ALL EQUIPMENT/GOODS MENTIONED ABOVE WILL BE DONE BY PM&CU, IM-ACARE, ICAR-IARI, NEW DELHI. HOWEVER, THE SAME WILL HAVE TO BE SUPPLIED, INSTALLED, COMMISSIONED AND AFTER SALES SERVICE PROVIDED TO INDO-MYANMAR : ADVANCED CENTER FOR AGRICULTURAL RESEARCH AND EDUCATION (IM-ACARE) LOCATED AT YEZIN AGRICULTURAL UNIVERSITY, YEZIN, MYANMAR**

<b>Sale of tender form</b>	<b>23.04.2018</b> from <b>10.00 a.m.</b> at the PM&CU, IM-ACARE, Room No. 10, NRL Building ICAR-IARI, Pusa Campus, New Delhi - 110 012.
<b>Submission of tender documents</b>	<b>15.05.2018</b> upto <b>11.00 a.m.</b> at the PM&CU, IM-ACARE, Room No. 10, NRL Building ICAR-IARI, Pusa Campus, New Delhi - 110 012.
<b>Opening of technical bid of tender</b>	<b>15.05.2018, 11.30 p.m.</b> onwards at the PM&CU, IM-ACARE, Room No. 10, NRL Building ICAR-IARI, Pusa Campus, New Delhi - 110 012.
<b>Ernest Money Deposit (EMD)</b>	As mentioned against each of the equipment/goods above in the form of Bank Guarantee from any Commercial Bank in favour of the Director, ICAR-IARI payable at New Delhi in the prescribed proforma enclosed at Annexure III (3.1)/Fixed Deposit in favour of Director, ICAR-IARI, New Delhi ( <b><u>To be enclosed with Technical bid</u></b> ).

PM&CU, IM-ACARE shall help bidders in facilitating exemptions of customs and other duties applicable in Myanmar from the Government of Myanmar with the help of The Indian Mission in Myanmar. The project is exempted from payment of excise duty for all equipment/goods manufactured in India. PM&CU, IM-ACARE shall facilitate excise duty exemption certificates to the OEM.

Tender form can also be downloaded from [www.iari.res.in](http://www.iari.res.in) or [www.mea.gov.in](http://www.mea.gov.in) or [eprocure.gov.in](http://eprocure.gov.in) or [www.indianembassyangon.net](http://www.indianembassyangon.net). All bidders who have used a downloaded tender form shall also be required to separately submit **Rs. 2,000/- (Rs. Two Thousand only)** towards the cost of tender document in the form of Demand Draft drawn in favour of Director, ICAR-IARI, in addition to the earnest money as above. In no case cost of tender form and Earnest Money amount should be combined. Both are to be compulsorily enclosed with Technical bid. No interest will be paid on earnest money deposit.

**Principal Investigator**  
**PM&CU, IM-ACARE**

**Project Management & Co-ordination Unit**  
**Indo-Myanmar : Advanced Center for Agricultural Research & Education**  
**ICAR - Indian Agricultural Research Institute, New Delhi**

**SCHEDULE OF TENDER**  
**(ADVERTISED TENDER ENQUIRY)**

For and on behalf of the Secretary, ICAR, the Director, IARI-IARI invites sealed tenders under **Two Bid System** (Technical and Commercial Bid) on the prescribed forms **Chapter - IV** and **V**, from eligible bidders for supply, installation, testing & commissioning and on-site support for the equipment/goods listed below at Indo-Myanmar : Advanced Centre for Agricultural Research & Education (IM-ACARE) being set up by ICAR-IARI on behalf of Department of Agricultural Research & Education (DARE) at Yezin Agricultural University, Yezin, Myanmar for the purchase of the following stores as detailed in this schedule to tender. However, PM&CU, IM-ACARE/Director ICAR-IARI shall have the sole discretion/authority whether to purchase the below mentioned equipment or not at any point without assigning any reason whatsoever.

Sl. No.	Name of the Equipment/Goods	Qty.
1.	Vehicles	3 Nos.

**THIS TENDER ENQUIRY HAS THE FOLLOWING CHAPTERS AND ANNEXURES:**

- Chapter I : Instructions to Bidders  
Chapter II : Conditions of Tender/Contract  
Chapter III : Schedule of Requirement  
Chapter IV : Proforma for Technical Bid  
Chapter V : Proforma for Financial bid  
  
Annexure I : Performance statement for last 3 years  
Annexure II : Checklist for bidders  
Annexure III : Proformae

All bidders are requested to thoroughly study the tender documents and ensure compliance to all required documents and annexures; correctly filled, sign and stamp the document where applicable; before submitting the same to avoid rejection of their bids.

Bidders are advised to carefully go through all the conditions and documents attached with this tender enquiry, before filling in the tender. All tender documents attached with the tender are sacrosanct for considering any offer as a complete offer. **All tender documents must be duly completed, signed by authorized signatory on each page and returned with the offer.** This tender is not transferable.

(Signature of Bidder with Official seal)

**Principal Investigator**  
**PM&CU, IM-ACARE**

## Chapter I : Instructions to Bidders

**(THIS TENDER SET IS NOT TRANSFERABLE)**

1. **Name of Tendering Unit & Contact details** : Principal Investigator,  
Project Management & Co-ordination Unit (PM&CU)  
Indo Myanmar : Advanced Center for Agricultural Research & Education (IM-ACARE), Nuclear Research Laboratory Building, ICAR-IARI, Pusa Campus, New Delhi - 110 012  
  
Telefax No. : +91 - 11 - 25848428  
E-mail : pmcu\_acare@gmail.com
  
- Tender Cost** : Rs. 2000/- (Rs. Two Thousand only)  
(Tender document can either be purchased from the aforesaid unit or can be downloaded from [www.iari.res.in](http://www.iari.res.in) or [www.mea.gov.in](http://www.mea.gov.in) or [eprocure.gov.in](http://eprocure.gov.in). All bidders using a downloaded tender form shall also be required to separately submit Rs. 2000/- (Rs. Two Thousand only) towards the cost of tender document in the form of Demand Draft drawn in favour of Director, ICAR-IARI, in addition to the earnest money as above. In no case cost of tender form and earnest money amount should be combined. Both tender form cost as well as EMD is to be compulsorily enclosed with Technical bid. No interest will be paid on earnest money deposit. Tenders submitted without both the prescribed fees shall be liable for outright rejection.
  
2. **Pre-Bid Meeting** : Not Applicable  
(Only for equipment having An estimated cost above INR 25 Lakhs/USD 40,000)
  
3. **Last date & time of sale of tender document** : 14.05.2018 upto 04.30 p.m.  
at the PM&CU, IM-ACARE, Room No. 10, NRL Building ICAR-IARI, Pusa Campus, New Delhi - 110 012.
  
4. **Last date & time of receipt of tender** : 15.05.2018 upto 11.00 a.m.  
at the PM&CU, IM-ACARE, Room No. 10, NRL Building ICAR-IARI, Pusa Campus, New Delhi - 110 012.

The envelope containing tender documents must be clearly be superscribed with the Tender No., Name of Equipment/Goods quoted for & Date of opening. The Unit shall not be responsible for tenders submitted at any other place. Tenders not received within the due date & time will not be considered under any circumstances or for any reason.

Bidders are advised to carefully go through all the conditions and documents attached with this tender enquiry, before filling in the tender. Bidders are requested to study the tender documents completely and ensure all documents, forms and annexure to the tender are completely and correctly filled in, signed and stamped where applicable, all necessary literature, brochures and pamphlets have been attached and then to submit their offer. Incomplete tender documents shall be rejected straightway without any reference to the tenderers. Leaving any column not filled in or with cuttings will lead to rejection of the tender

**In the event of the date specified for bid receipt being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.**

5. **Time, date & venue of opening of technical bid** : 15.05.2018, 11.30 a.m. onwards  
at the PM&CU, IM-ACARE, Room No. 301, NRL Building ICAR-IARI, Pusa Campus, New Delhi - 110 012.

**In the event of the date specified for bid opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.**

6. **Earnest Money Deposit (EMD) and Validity** : Must be deposited in the form of Bank Guarantee in favour of Director, ICAR-IARI from any Commercial Bank in the prescribed format enclosed at Annexure III (3.1) having validity for a period of nine months from the date of scheduled opening of the tender. EMD in any other form shall not be entertained.
7. **Offer Validity** : Nine months from scheduled date of opening of tender.  
In the absence of any indication in the tender documents submitted, of the date up to which the offer has been kept valid, it will be taken that the offer will remain open for acceptance for the period specified in the Schedule to Tender.
8. **Extension of validity & EMD** : If the validity of the tender is extended, the validity of earnest money will also have to be suitably extended by the tenderer failing which their tender shall not be considered by the purchaser after the expiry of the said period.
9. **Eligibility for Responding** :
- i) Only those firms should respond who are the original equipment/goods manufacturers or their Indian subsidiaries or authorized dealers/distributors/agents of the stores specified in the tender specifications.
  - ii) Submit a certificate from the original equipment/goods manufacturer (in original ink signed) in the format enclosed Annexure III (3.3).
  - iii) Indian agents of foreign manufacturers/principal are allowed to participate in the tender subject to the following conditions in addition to ii above: -
    - a) Offers from firms whose business activities are limited to procuring items from manufacturers, both Indian and Foreign and supplying the same to the purchaser, and having no after sales service backup will not be entertained.
    - b) Where the quoting party/Indian representative claims to be subsidiary or branch office or an authorized representative or principal foreign manufacturer/supplier in India, then a copy of approval from RBI/Ministry concerned for operating business in India as subsidiary/branch/liaison or joint -venture may be submitted with offer.
    - c) The tenderer must have latest income tax clearing certificate /PAN no/TIN.
    - d) The tenderer must have latest VAT/ST clearance certificate
    - e) The firm must have trade registration certificate
10. **Opening of Tender** : Tendering firms can authorize a representative to be present at the opening of the tender. **The representative must bring with him a letter of authority from the firm to be present at the opening of tender.** However, in the case of equipment/goods having an estimated value of less than 25 lakhs/US \$ 40,000 the same shall not be applicable.
- (a) The purchaser has the right to have a demonstration of the equipment/item in his premises. The supplier has to abide by this condition. The demonstration has to be arranged by the supplier at his own cost.

(b) In the case of consumable materials, the firm has to provide sample(s) and in the case of fabrication prototype has to be provided by the firm.

**11. Delivery requirement** : Installation and commissioning of the equipment/goods must be completed within 180 days from the date of opening of letter of credit (LC)/issue of purchase order (PO).

**12. Terms of Delivery** : DAP (Delivered at Place - As per INCOTERM 2010) i.e. the seller pays all the costs of transportation (export fees, carriage, insurance, and destination port charges) up to and including the delivery of the goods to the final destination at IM-ACARE, Yezin Agricultural University Campus, Nay Pyi Taw, Myanmar.

**13. Inspection after receipt of goods** : Inspection will be done by the designated committee in the presence of firm's representative. The successful tenderer will have to provide and arrange for technically qualified personnel at the consignee's location for joint inspection at their own cost. This/these personnel must be able to unpack, assemble and demonstrate the use of the equipment fully and identified each part/machines supplied. Any consumables that are essential will be provided by the supplier free of cost.

In case of receipt of materials in damaged condition the suppliers will have to arrange the replacement of goods free of cost. All expenses in this regard will be borne by the supplier.

**14. Packing & Marking** : The packing and preservation of the supplied goods shall be airworthy/seaworthy/roadworthy (as the case may be) so that it may provide their safety during transit period. The seller shall guarantee that the packing is strong enough to withstand the safety of the goods during transport. The packing should satisfy the security seal in the clearing warehouse and shall carry the fragile or other markings as required.

Each packing case shall have labels as follows:

Tender No. : \_\_\_\_\_

Consignee : Indo-Myanmar : Advanced Center for Agricultural Research and Education (IM-ACARE), Yezin Agricultural University Campus, Nay Pyi Taw, Myanmar.

**15. Compliance Statement** : The firms must submit compliance statement-cum-technical bid in the format given in Chapter -IV failing which their offer will be treated as incomplete and is liable to be rejected.

**16. Earnest/Security Deposit** : Must be deposited in the form of Bank Guarantee in favour of Director, ICAR-IARI from any Commercial Bank in the prescribed format enclosed at Annexure III (3.1)/Fixed Deposit in the name of Director, ICAR-IARI having validity for a period of nine months from the date of scheduled opening of the tender.

There will be no exemption for paying earnest money. However, Firms registered with the Central Purchase Organization/NSIC only are exempted from submitting bids without EMD (**proof of**

**registration must be attached therefore without which it will not be considered).**

In case, if any tenderer fails to deposit the Earnest Money the tender will be rejected straightway.

- 17. Guarantee/Warranty** : Three years or 1,00,000 kms. (whichever is earlier) comprehensive warranty must be provided by the OEM. Warranty period will start from the date of supply of the vehicles at ACARE, Myanmar. In case at installation stores/part of stores are found defective/damaged during or after delivery to consignee, the suppliers will replace or repair the store under warranty at consignee's location free of cost. In case any of the part of the equipment or the equipment itself is required to send back to the manufacturer, a bank guarantee equivalent to the cost of equipment is required to be submitted before lifting the store. All expenses in this regard will be borne by the supplier.
- 19. Performance Security** : Successful bidder will have to submit a performance security of equivalent to 5% of the contract/order value before the release of the last 5% of the order value. The validity of performance security will be 39 months from the date of successful installation of the goods/equipment in the form of Bank Guarantee/Fixed Deposit in favour of Director, ICAR-IARI from any Commercial Bank in the prescribed format enclosed at Annexure III (3.2).
- 20. Liquidated Damages** : In case the firm does not complete the supply within the agreed delivery period as per contract, liquidated damages @ 0.5% per week or part thereof subject to a maximum of 10% of the contract value will be charged. However, the Institute reserves the right to either further extend or cancel the contract after expiry of delivery date and recover the liquidated damages from the dues of the firm or by legal means.
- 21. Dispute settlement** : Any dispute arising out of this contract shall be subject to the jurisdiction of Indian laws & court at New Delhi. Sole arbitrator is appointed by the Secretary, ICAR, New Delhi. His decision will be final and binding to both parties (Supplier and Purchaser).
- 22. Submission of the proposal:** The tenderers must submit the tenders in **TWO BID SYSTEM** i.e. bidders should give **the technical details/bid as per chapter IV and price bid as per Chapter -V in separate sealed covers.**
- (A) Envelope 1 - Technical bid should contain the following The word "**TECHNICAL BID**" should be written clearly and prominently on this envelope along with tender number, name of goods/equipment quoted for and date of opening.
- i) Tender documents duly completed and signed but WITHOUT INDICATING THE PRICES.
  - ii) The technical details of the models offered along with the supporting original technical literature, leaflets, brochures etc. as per Chapter-IV.
  - iii) EMD as per Annexure-III (3.1).

- iv) Cost of tender form Rs. 2000/- in the form of demand draft in favour of Director, IARI payable at New Delhi if the tender document is downloaded from website.
- v) Details of supplies of similar equipment as per Annexure-I along with copies of supply orders.
- vi) Case specific authorization from the OEM as per Annexure-III (3.3).
- vii) Trade registration certificate from the RBI/Ministry/department concerned.
- viii) Latest income tax clearance certificate/copy of PAN card/TIN.
- ix) Self-Attested copy of VAT/ CST, Service Tax Number/Registration certificate, as applicable.
- x) All documents related with firm registration/partnership deed/articles of memorandum of association or proprietorship deed, certificate of incorporation should be attached.
- xi) The installation and warranty services are required in Myanmar. The bidder should submit along with the technical bid; the detail plan for providing warranty service at site(s). The bidders should have their own branch office/ service centre in Myanmar or plans to provide service through local dealer/ service provider there. In either case, an undertaking to this effect should be submitted along with the technical bid. The details viz. name, address, contact person, telephone/fax, email etc. should be provided along with an undertaking from this local dealer/ service provider within 30 (thirty) days of the receipt of Supply Order from ICAR-IARI (if applicable).
- xii) Undertaking to the effect that all the tender terms & conditions are acceptable to the bidder as per Annexure-III (3.4).
- xiii) Technical bulletin clearly highlighting compliance of the quoted model of the goods/equipment to all the technical specifications called for in the tender document.

(B) Envelope 2 - Financial/Price bid should contain the following  
 The word "**FINANCIAL BID**" should be written clearly and prominently on this envelope along with tender number, name of goods/equipment quoted for and date of opening.

- i) Details of rates, taxes, duties, discounts, if any, quoted by the bidder, should be submitted as per Chapter-V.
- ii) Any documents in support of price bid.
- iii) Prices should invariably be quoted on DAP (Delivered at Place - As per INCOTERM 2010) i.e. the seller pays all the costs of transportation (export fees, carriage, insurance, and destination port charges) up to and including the delivery of the goods to the final destination at IM-ACARE, Yezin Agricultural University Campus, Nay Pyi Taw, Myanmar.

- iv) In case of discrepancy between words and figures, the rates quoted in words shall be treated as final. The amount will be calculated by multiplying correct price with quantity and in case of any discrepancy, the corrected amount shall be considered and total of all corrected amount shall be treated as bidder's total quoted amount.
- v) In case the bidder submits a quote in any currency the currency other than Indian Rupees, the value of work in Indian Rupees (INR) for the purpose of comparison shall be determined by using the exchange rate declared by Reserve Bank of India (RBI) as on the last date of submission of technical/ price bids and the eligibility of the bidder shall be determined accordingly.

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

**Quotation/Tender unsealed or having overwriting and cutting without proper attestation and signature will not be considered.**

Both the sealed envelopes separately containing the technical and commercial bids should be sealed inside a larger envelope. **The envelope containing both envelope 1 & envelope 2 should be clearly and prominently have the tender number, name of goods/equipment quoted for and date of opening.**

The envelope should be addressed to:

Principal Investigator,  
Project Management & Co-ordination Unit (PM&CU)  
Indo Myanmar : Advanced Center for Agricultural Research &  
Education (IM-ACARE), Nuclear Research Laboratory  
Building, ICAR-IARI, Pusa Campus, New Delhi - 110 012

**Non-compliance of the aforesaid method of submission of bids shall be treated as non-responsive and the bids shall be subject to outright rejection.**

Only technical bids shall be opened on the scheduled date of tender opening.

Price bids of only those offers which are found to be technically compliant by the designated committee shall be opened with prior intimation to the bidders whose financial bids are supposed to be opened.

The Bid shall be neatly arranged, clear and intelligible. Each page of the bid should be signed by the authorized person. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

**23. Evaluation of the bids** : A two stage bid evaluation procedure as detailed below will be adopted :



- i) Stage - I
  - a) Evaluation of Technical Bids to assess their suitability against the laid down parameters.
  - b) Tenderers must ensure that they enclose all original technical literature and detailed documentary proofs which specifically bring out the compliance of the equipment being offered against the specifications. If necessary, the Tenderers may be directed to give a presentation for evaluation by a technical committee constituted for the purpose.
  - c) In case it is not possible to verify compliance of equipment as per technical bid due to lack of adequate documents, in original no reference will be made to tenderer and the bid will not be considered further and **treated as cancelled**.

- ii) Stage - II
  - a) The price bids of only those firms who are found compliant to the laid down specifications at stage I shall be opened, evaluated and considered further for financial evaluation.
  - b) It is in the tenderers interest to include all relevant and detailed technical data as supporting documents along with their bid.
  - c) **CAMC charges shall be added to the initial cost of the equipment & accessories to arrive at the total life cycle cost of the equipment at the end of five years. The contract shall be awarded to the bidder having the minimum life cycle cost.**

**24. Mode of Payment** : Release of payment to successful bidders towards the procurement of goods/equipment/machinery shall be based on milestones as mentioned below

Payment milestones	% of Total cost of Equipment	Cumulative % of total cost
On finalization of tender, placement of purchase order for equipment and proof of dispatch of equipment	50	50
On receipt equipment at the site and proof of delivery (to be certified by the Resident Advisor, ACARE and/or Director, ACARE).	30	80
Completion of installation and commissioning of equipment (to be certified by the Resident Advisor, ACARE and/or Director, ACARE).	20	100
<b>Total</b>	100	100

For goods/equipment/machinery which are manufactured in or sourced from India, payment shall be made in INR. For goods/equipment/machinery which are manufactured in or sourced from any country outside India, payment shall be directly made to the OEM through an irrevocable Letter of Credit (LC). LC will be opened on 100% DAP (Delivered at Place - As per INCOTERM 2010) value of the goods/equipment/machinery and released shall be made upon the attainment of the aforesaid payment milestones.

All bank charges outside India will be borne by the supplier. In case the delivery date of the contract is extended to take care of delay in supply, for which the supplier is responsible, the

tenure of the letter of credit so extended, the expense incurred therefore such extension is to be borne by the supplier.

25. **Training** : The tenders shall provide training to the user as per the terms and conditions of contract as has been specified in the technical and financial bids free of cost at the time of installation and commissioning of the equipment at the consignees/users location. As specified by the purchaser all expenses in this regard shall be borne by the supplier.

26. **Insurance & transportation charges** : To be completely borne by the bidder/supplier

27. **Corrupt or fraudulent practices** : No Bidder shall contact the Purchaser on any matter relating to their bid from the time of the bid opening to the time the contract is awarded.

Any effort by a bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

It is expected that the bidders who wish to bid for this project have highest standards of ethics.

ICAR-IARI, New Delhi will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.

ICAR-IARI, New Delhi may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract.

28. **In case of any ambiguity/ dispute in the interpretation of any of the clauses in this tender document; Director ICAR-IARI's interpretation of the clauses shall be final and binding on all parties.**

29. **A legally agreement/contract shall be executed with the supplier/bidder by the Institute before installation of goods/equipment/machinery in the format given at Annexure III (3.5).**

**Signature of Tenderer with office seal**

## Chapter II : Conditions of Tender/Contract

(THIS TENDER SET IS NOT TRANSFERABLE)

1. All annexures, attached with the tender document should be duly filled in and supported with requisite documents for considering any offer as a complete offer.
2. Director, ICAR-IARI New Delhi, reserves the right to cancel/reject any or all the tenders without assigning any reason.
3. In case the bidder uses a downloaded tender document, the bidder must separately submit a demand draft of Rs. 2000/- (Rs. Two Thousand only) drawn in favour of Director, ICAR-IARI, New Delhi towards the cost of tender document in addition to the earnest money. In no case cost of tender form and earnest money amount should be combined. Both tender form cost as well as EMD is to be compulsorily enclosed with Technical bid. No interest will be paid on earnest money deposit. Tenders submitted without both the prescribed fees shall be liable for outright rejection.
3. **Earnest Money Deposit** : Must be deposited in the form of Bank Guarantee in favour of Director, ICAR-IARI from any Commercial Bank in the prescribed format enclosed at Annexure IV (4.1) having validity for a period of nine months from the date of scheduled opening of the tender. No other form of deposit will be accepted. Technical bid without supported with earnest money, therefor will be rejected.

There will be no exemption for paying earnest money. However, Firms registered with the Central Purchase Organization/NSIC only are exempted from submitting bids without EMD **(proof of registration must be attached therefore without which it will not be considered)**.

- a) No interest shall be payable by the purchaser on the EM deposited by the tenderer.
  - b) The EM deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender.
  - c) If the successful tenderer fails to furnish the performance security as required in the contract within the stipulated period, the **Earnest Money** shall be liable to be forfeited by the purchaser.
  - d) **EMD** of the unsuccessful tenders shall be returned after finalization of tender.
4. **Guarantee/Warranty** :
    - a. Except otherwise provided in the invitation to tender the contractor hereby declares that the goods/equipment/machinery sold/supplies to the purchaser/consignee under this contract shall be of best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars mentioned/contained in the contract. The contractor hereby guarantees that the said goods/stores/articles would continue to confirm to the description and quality aforesaid for a period of **three (03) years or 1,00,000 kms. (whichever is earlier)** from the date of receipt of goods/articles/equipment in good condition at site by the consignees in case of supply contract and **three (03) years or 1,00,000 kms. (whichever is earlier)** from the date of installation and satisfactory taking over of the goods/equipment/machinery at site by consignee where installation and commission is involved and notwithstanding the fact that the purchase/inspection authority has inspected and/or approved the said goods/ equipment/machinery or such if during the **three (03) years or 1,00,000 kms. (whichever is earlier)** the said goods/equipment/ machinery be discovered not to confirm to the description and quality aforesaid or not giving satisfactory performance or have deteriorated and the decision of the purchase /consignee in that behalf shall be final and binding on the contractor/seller and the purchaser shall be entitled to call upon the contractor/seller to rectify the goods/ equipment/machinery or such specified period as may be allowed by the purchaser in his discretion on application made thereof by

the contractor/seller, and in such an event, the above period shall apply to the goods/equipment/machinery rectified from the date of rectification mentioned in the warranty thereof, otherwise the contractor/seller shall pay the purchaser such compensation as may arise by reason of the breach of warranty therein contained.

- b. Guarantee that they will supply the spare parts, if and when required during the entire period of warranty and CAMC period on the quoted price.

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

5. **Price** : The price shall be quoted on DAP (Delivered at Place - As per INCOTERM 2010), IM-ACARE, Yezin Agricultural University, Nay Pyi Taw, Myanmar and shall be on firm and fixed basis and should be reasonable living no scope for any further negotiation on price.
6. **Penalty for use of undue influence** : The seller should undertake that he has not given offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage of inducement to any person in service of the Purchaser or otherwise in procuring, the contract or forbearing top do or for having done or for borne to do any act in relation or execution of the contract or any other contracts with the Institute for showing or for bearing to show favour or disfavor to any person in relation to the contract or any other contract in the IARI. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting his behalf whether with or without the knowledge the seller or the commission of any offers by the seller or any one employed or acting on his behalf, as defined in Chapter-IX of the IPC, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the Prevention of Corruption shall entitle the purchaser to cancel the contract and all or any other contract with the Institute seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the purchaser or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller.

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

7. **Laws governing the contract** : The contracts shall be governed by the laws of India for the time being in force. The contract shall be interpreted in accordance with these laws.
8. **Jurisdiction of court** : The court of the New Delhi shall have a Jurisdiction to decide any dispute arising out of or in respect of contract.
9. **Force Majeure clause** : The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such event may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods. Epidemics, quarantine restrictions, strikes, lockout or any act of war. Notice of the happening of any such event is given by either party to the other within 15 days from the date of occurring thereof. However either party at its discretion can terminate the contract in such cases.
10. **Termination of contracts** : Time shall be the essence of the contract. The purchaser shall have the right to terminate the contract without any notice in part or in full in any of the following cases.

- a) The delivery of the material is delayed for causes not attributed to Force Majeure after the scheduled date of delivery.
- b) The seller is declared bankrupt or becomes insolvent.
- c) The delivery material is delayed due to causes of Force Majeure by more than reasonable time.
- d) In case performance Security is not furnished within the time period specified by the purchaser.

Supply in the case of successful Tenderer should strictly confirm to the specifications of the equipment being purchased. Any change in Address /Telephone/Fax/e-mail of the tenderer should immediately be informed. The state of non-communication by the firm will make the offer liable for rejection.

11. Successful bidder will have to provide the original proforma invoice from the OEM (duly signed in ink), within 15 days of the date of receipt of purchase order, failing which purchase order will automatically stand cancelled without any further communication.
12. **Govt. Regulations :** It shall also be confirmed that there are no Govt. restrictions or limitation in the country of the supplier or countries from which sub-components are being procured and/or for the export of any part of the system being supplied. Supplies/Contracts shall provide a certificate this effect.
13. **Late /Delayed tenders** shall not be considered at all. These will be returned to the firm as it is at their expenses. Post tender revision/correction shall also not be considered.
14. **Acceptance or rejection of offer :** Director ICAR-IARI, New Delhi reserves the right to accept or reject any tender in part or full without assigning any reason thereof. The successful bidder should submit order acceptance letter within 15 days from the date of issue.
15. **Page Numbering & Signatures :** Every page of the tender must be numbered and signed by the authorized signatory giving his/her name and designation below the signature.

(Signature of Bidder with Official seal)

**Principal Investigator  
PM&CU, IM-ACARE**

## Chapter III : Schedule of Requirement

(THIS TENDER SET IS NOT TRANSFERABLE)

### A. List of requirement & their delivery schedule

Sl. No.	Description of Goods	Reqd. Qty.	Bid Security Amount in Indian Rs.	Final (Project Site) Destination	Delivery Period
1.	Vehicles	3	2,00,000/-	IM-ACARE, Yezin Agriculture University, Nay Pyi Taw, Myanmar	Within 180 days from the date of opening of clear and acceptable Letter of Credit.

### B. Technical specifications

The Goods and Related Services shall comply with following Technical Specifications and Standards

#### Serial No. 1 : Vehicles (3 Nos.)

##### 1. SUV (7 seater)

- a. Drive : 4X4 wheel
- b. Engine capacity :  $\geq 3.0$  lts.
- c. Ground clearance :  $\geq 250$  mm
- d. Seating capacity :  $\geq 7$  in three rows
- e. Fuel type : Diesel
- f. Fuel system : Direct fuel injection with common rail
- g. Fuel tank capacity :  $\geq 70$  lts.
- h. Transmission type : at least 5 speed automatic
- i. Suspension : Front - coil springs, with a stabilizer bar & Rear - coil springs
- j. Brakes : Front - ventilated disk & Rear - drum
- k. Head lamps : LED, with daytime running light
- l. Should have power steering with tilt and telescopic steering column.
- m. Should have security features like engine immobilizer, security horn, etc.
- n. Air conditioning system must have separate vents in each rows.
- o. The second and third row seats should be 60:40 & 50:50 split type respectively.
- p. Should essentially have ABS & EBD systems.
- q. Must have seven airbags, parking sensors and rear view camera.

##### 2. Pickup (5 seater)

- a. Drive : 4X4 wheel
- b. Engine capacity :  $\geq 2.8$  lts.
- c. Ground clearance :  $\geq 250$  mm
- d. Seating capacity : 5 double cab
- e. Fuel type : Diesel
- f. Fuel system : Fuel injection with common rail
- g. Fuel tank capacity :  $\geq 70$  lts.
- h. Transmission type : at least 6 speed automatic
- i. Suspension : Front - Double wishbone & Rear - leaf spring rigid axle
- j. Brakes : Front - ventilated disk & Rear - drum
- k. Should have power steering (rack & pinion type)

3. **Mini Bus (16 seater)**

- a. Should have super long wheelbase, wide body and high roof
  - b. Engine capacity :  $\geq 3.0$  lts.
  - c. Ground clearance :  $\geq 250$  mm
  - d. Seating capacity :  $\geq 16$  with at least four doors
  - e. Fuel type : Diesel
  - f. Fuel tank capacity :  $\geq 70$  lts.
  - g. Transmission type : at least 5 speed automatic
  - h. Suspension : Front – double wishbone & Rear - coil springs
  - i. Brakes : Front – ventilated disk & Rear – drum
  - j. Head lamps : halogen
  - k. Should have power steering with tilt steering column.
  - l. Should have security features like engine immobilizer, security horn, etc.
  - m. Air conditioning system must be provided with front and rear cooler.
  - n. Should essentially have ABS, EBD systems and be provided with SRS airbags for the driver and the front passenger.
4. The equipment along with all its accessories must have **3 years or 1,00,000 kms.** (whichever is earlier) comprehensive warranty.
  5. The bidder must also quote for any required accessory, spares, etc. required for the standalone operation of the system. ICAR-IARI shall only be responsible for providing suitable location and power requirement for operating the said system.
  6. Each bidder must provide detailed printed catalogues highlighting each of the required specifications in the same along with their technical bids failing which they are liable to be technically rejected.

## Chapter IV : Statement of Technical Bid

(THIS TENDER SET IS NOT TRANSFERABLE)

(To be sealed in separate Cover)

### 1. Specification of the equipment / item(in detail) to be purchased.

Sl. No.	Details of Technical Specifications of the quoted model of the goods/equipment/machinery	Whether complied with YES/NO	If yes, please attach Tech literature of the equipment duly printed & clearly specify page No of Bulletin which specifically confirm this	If no, attach deviation statement	Remarks (if any)
---------	------------------------------------------------------------------------------------------	------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------	------------------

**N.B.:- All the bidders are requested to provide true statement in the columns. Concealing of facts will liable to be rejected the tender completely. No communication will be made in this regard.**

**2 . Category of classification of the goods in its packing as per IATA definition inclusive of nature of sensitivity and volume of cargo. (in case of imported items)**

**Signature of Tenderer with office seal**



## Chapter V : Statement of Financial/Price Bid

(THIS TENDER SET IS NOT TRANSFERABLE)

(To be sealed in separate Cover)

### PROFORMA FOR PRICE BID

*(Compulsory to be filled up with details by the bidder & sealed in separate cover)*

Sl. No	Details of Specifications	Rate/Unit	Net Price
1.			
2.			
3.			
4.			
5.			
6.	Optional accessory		
	I) Ex-factory price offer (excluding agency commission, to be invariably separately shown and if nothing is claimed reasons thereof must be indicated failing which the bid will not be considered)		
	II) Training Cost, if any		
	Packaging & handling charges		
	FOB Price <b>excluding agency commission</b>		
	Insurance & Transportation Costs		
	Other costs if any		
	Any payment to be paid in Indian Rupees towards agency commission, supply of Indian made item and other charges like VAT /S.T.		
	Name of items: -		
	1. _____		
	2. _____		
	3. _____		
	4. _____		
	VAT + S.T. _____		
	Total		

\*Components to be supplied locally to be clearly indicated.

**Signature of Tenderer with office seal**

**Annexure I : Performance statement of bidder for last 3 financial years**

<b>Sl. No.</b>	<b>Name of the items</b>	<b>Name of the office by whom order was placed</b>	<b>Order No. &amp; date (Please enclose copy of supply orders)</b>	<b>Value of supply order</b>	<b>Delivered in time or not</b>	<b>If not please specify the reason</b>	<b>Attach satisfactory working report from each office (Yes/No)</b>

**Signature of Tenderer with office seal**

## Annexure II : Cheklist for Bidders

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

Sl. No.	Requirements to be checked before submission of the tender	Compiled (Yes/No)	If complied to page number in which the relevant document proving the compliance is enclosed
1.	Cost of Tender has been enclosed with tender document, if downloaded from website. If not, then supporting documents proving exemption to this enclosed.		
2.	Earnest money Deposit (EMD) has been enclosed.		
3.	Copy of valid registration certificate with DGS&D in the case of Indian Agent enclosed only in case the bid is for item falling in the restricted list of the Export & Import Policy of Govt. of India .		
4.	Copy of trade registration certificate from the RBI /Ministry or department concerned in the case of foreign subsidiary firm		
5.	Enclose sales tax registration certificate and PAN No..		
6.	<b>Complete tender documents have been enclosed, after signature &amp; stamping on ALL pages.</b>		
7.	Signatures of witness with full name and address have been added whenever required on tender document.		
8.	Proposal has been submitted in two bid system - Technical Bid & separate price Bid as per tender enquiry.		
9.	Offer validity as required in tender has been accepted & clearly mentioned in tender document.		
10.	Delivery Terms & Period as per tender have been accepted and mentioned in tender.		
11.	Payment Terms as per tender have been accepted and mentioned in tender.		
12.	Compliance statement as per chapter-IV has been enclosed along with supporting technical documents /proof for each point/parameter clearly showing it is complied with or not.		
13.	Performance statement for 3 years as required in tender, in the laid down format as per annexure-I, has been enclosed. If not, reasons be specifically given in writing.		
14.	Warranty terms as per tender accepted.		
15.	Annexure-II regarding compliance of all conditions mentioned in the tender form has been enclosed.		
16.	Status of tenderer has been clearly written in tender - manufacturer or manufactures authorized agent. If authorized agent, valid latest agreement authority letter/agreement for the stores quoted from the manufacturer has been enclosed.		
17.	Free Training on use of equipment after supply, as specified tender, has been accepted in writing.		
18.	Technical and financial bid along with necessary documents have been sealed in separate envelops and both envelops again sealed in a big envelops with prescribed writing on envelops.		
19.	The tenderer has clearly mentioned in writing that business dealings with their firms have not been banned by any Govt./Private agency.		
20.	If the tenderer wants to mention any specific condition, it must be mentioned on the covering/forwarding letter only which will be placed on the first page of the technical bid. Such condition mentioned in any other document shall not be given any consideration.		

**Signature of Tenderer with office seal**

## Annexure III: Proformae

### **3.1 BANK GUARANTEE TOWARDS EMD**

(on non-judicial paper of appropriate value)

Bank Guarantee No. \_\_\_\_\_

Dated: \_\_\_\_\_ (DD/MM/YYYY)

To,

**Director,  
ICAR-IARI, New Delhi - 110 012**

Dear Sir,

Whereas the ICAR-IARI having its office at Pusa Campus, New Delhi (hereinafter called the ICAR-IARI) which expression shall, unless repugnant to the context or the meaning thereof, include all its successors, administrators, executors and assignees has on behalf of the Secretary, ICAR invited tender No. \_\_\_\_\_ and M/s \_\_\_\_\_ having registered/head office at \_\_\_\_\_ (Hereinafter called the "bidder" which expression shall, unless repugnant to the context or the meaning thereof, mean and include all its successors, administrators executors and assignees) have submitted a Proposal Reference No. \_\_\_\_\_ and bidder having agree to furnish as a conditions precedent for participation in tender as unconditional and irrevocable bank guarantee of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) for the due performance of bidder's obligations as contained in the tender document specially the conditions that (a) bidder shall keep his proposal open for a period of ten months (300 days) from the scheduled date of opening of the technical bids i.e. from \_\_\_\_\_ to \_\_\_\_\_ or any extension thereof, and shall not withdraw or modify it in a manner not acceptable to the ICAR-IARI (b) the bidder will execute the contract, if awarded, and shall furnish performance guarantee in the format prescribed by the ICAR-IARI within the required time. The bidder has absolutely and unconditionally accepted these conditions. ICAR-IARI and the bidder have agreed that proposal submitted by the bidder is an offer made on the condition that the proposal, if submitted would be kept open in its original form without variation or modification in a manner not acceptable to ICAR-IARI for a period of 300 days i.e. from \_\_\_\_\_ to \_\_\_\_\_ or any, extension thereof and that submission of the proposal itself shall be regarded as an unconditional and absolute acceptance of the conditions, contained in the tender document. They have further agreed that the contract consisting of tender document and submission of the proposal as the ACCEPTANCE shall be a separate contract distinct from the contract which will come into existence when the proposal is finally accepted by the ICAR-IARI. The consideration for this separate initial contract preceding the main contract is that the ICAR-IARI is not agreeable to sell the tender documents to the bidder and to consider the proposal to be made except on the condition that the proposal shall be kept open for the period indicated above and the bidder desires to submit a proposal on this condition after entering into this separate initial contract with the ICAR-IARI promises to consider the proposal on this condition and bidder agrees to keep this proposal open for the required period. These reciprocal promises form the CONSIDERATION for this separate initial contract between the parties.

2. Therefore, we \_\_\_\_\_ registered (indicate the name of Bank) under the laws of \_\_\_\_\_ having head/registered office at (hereinafter referred to as the "Bank") which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators and executors hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing all money to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the bidder and any such demand made by the ICAR-IARI on the bank shall be conclusive and binding notwithstanding any difference between the ICAR-IARI and the bidder or any dispute pending before any court/arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein to ICAR-IARI in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the bidder and will remain valid, binding and operative against the bank.
3. The bank also undertakes that the ICAR-IARI at the option shall be entitled to enforce this guarantee, against the Bank as a principal debtor, in the first instance, without proceeding against the bidder.

4. The bank further agree that as between the bank and the ICAR-IARI, purpose of the guarantee, any notice of the breach of the terms and conditions contained in the tender Documents as referred above given to the bank by the ICAR-IARI shall be conclusive and binding on Bank, without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be *affected* by any change in our constitution, in the constitution of the ICAR-IARI or that of the bidder. We also undertake not to revoke, in any case, this Guarantee during its currency.
  
5. The bank agree with ICAR-IARI that ICAR-IARI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of ICAR-IARI or any indulgence shown by the ICAR-IARI to the said bidder or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.
  
6. Notwithstanding anything contained here in above our liability under his Guarantee is limited to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in aggregate and it shall remain in full force upto \_\_\_\_\_ (300 days from the date of bid opening) unless extended further from time to time, for such period as may be instructed in writing by M/s \_\_\_\_\_ on whose behalf this guarantee has been given, in which case, it shall remain in full force upto the expiry of extended period. Any claim under this guarantee must be received by us before \_\_\_\_\_ (date of expiry of validity period) or before the expiry of extended period, if any. If no such claim is received by us within the said date/extended date, the rights of the ICAR-IARI under this guarantee will cease. However, if such a claim has been received by us within and upto the said date/extended date, all right of the ICAR-IARI under this guarantee shall be valid and shall not cease until we have satisfied that claim.
  
7. In case contract is awarded to the bidder here in after referred to as "Contractor" the validity of this Bank Guarantee will stand automatically extended until the bidder furnished ICAR-IARI a bank guarantee for requisite amount towards performance guarantee for satisfactory performance of the contract. In case of failure to furnish performance bank Guarantee in the format prescribed by the ICAR-IARI by the required date the claim must be submitted to us within validity period or extended period, if any. If no such claim has been received by us within the said date/extended date, rights, of the ICAR-IARI under this guarantee will cease. However if such a claim has been received by us within the said date/extended date all rights of the ICAR-IARI under this guarantee shall be valid and shall not cease until we have satisfied that claim, In witness where of the Bank, through its authorized officer, has sent its hand & stamp on this \_\_\_\_\_ day of \_\_\_\_\_ (month & year) at \_\_\_\_\_ (city/state).

Signature  
(Full name in capital letters)  
Designation with bank stamp

Witness No. 1  <p style="text-align: center;">Signature  (Full name and address in capital letters)</p>	Witness No. 2  <p style="text-align: center;">Signature  (Full name and address in capital letters)</p>
-------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------

Attorney as per power of attorney

No -----

Date -----

### 3.2 PERFORMANCE BANK GUARANTEE

(on non-judicial paper of appropriate value)

Bank Guarantee No.

Dated: \_\_\_\_\_ (DD/MM/YYYY)

To,

Director,  
ICAR-IARI, New Delhi - 110 012

Dear Sir,

In consideration of the ICAR-IARI, New Delhi (hereinafter called "IARI") having offered to accept the terms and conditions of the proposed agreement between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "the said contractor(s)" for the work \_\_\_\_\_ (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We \_\_\_\_\_ (hereinafter referred to as the "Bank") hereby undertake to pay ICAR-IARI an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on first written demand by ICAR-IARI.
2. We \_\_\_\_\_ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from ICAR-IARI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
3. We, the said Bank, further undertake to pay to ICAR-IARI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
4. We \_\_\_\_\_ (indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the IIITB under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the representative of ICAR-IARI, on behalf of Secretary, ICAR, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.
5. We \_\_\_\_\_ (indicate the name of the Bank) further agree with ICAR-IARI that it shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by ICAR-IARI against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the ICAR-IARI or any

indulgence by ICAR-IARI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We \_\_\_\_\_ (indicate the name of the Bank) lastly undertake not to revoke this Guarantee except with the previous consent of the ICAR-IARI in writing.
8. This Guarantee shall be valid up to \_\_\_\_\_ (39 months from its date of issue) unless extended on demand by the ICAR-IARI. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ (month & year)

For \_\_\_\_\_

Granted by the Bank

Yours faithfully

### 3.3 CASE SPECIFIC CERTIFICATE OF AUTHORIZATION FROM ORIGINAL EQUIPMENT/GOODS MANUFACTURER

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include an original ink signed copy of the same in its **technical bid**]*

Dated : *[insert date (as day, month and year) of Bid Submission]*

To,  
Director,  
ICAR-IARI, New Delhi - 110 012

Subject : Authorisation towards tender no. \_\_\_\_\_ for supply, installation, commissioning and on-site support for \_\_\_\_\_ *[name of the equipment/goods]* at ACARE, Yezin University, Yezin, Myanmar.

Dear Sir,

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We also understand that the supply, installation, commissioning and warranty services for the aforesaid equipment/goods manufactured by us are required in Myanmar. We intend to get the supply cleared, transported, installed through *[insert complete name, address, email and contact details including the contact person]*. We also extend our guarantee and warranty (on site) for a period of five years from the date of installation [2 years guarantee/warranty + 3 years post guarantee/warranty comprehensive maintenance (labour & spares) of the equipment/goods supplied by us through *[insert complete name, address, email and contact details including the contact person]*.

We also undertake that in case of malfunction/breakdown of the equipment/goods supplied by us we would attend to it within 3 (three) working days and make it functional 10 (ten) working days from the date of lodging the complaint with the aforesaid contact person through email. If for any reason, the same is delayed beyond 10 (ten) working days, the guarantee/ warranty shall automatically get extended by double the period of delay in each case.

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Mobile No.

Email

#### **NOTE**

**EMAIL ID & MOBILE NUMBER OF THE SIGNATORY IS A MANDATORY REQUIREMENT TO ASCERTAIN THE AUTHENTICITY OF THE CERTIFICATE IF SO REQUIRED. ANY BID CONTAINING THIS CERTIFICATE WITHOUT THE MENTION OF A VALID EMAIL ID & MOBILE NUMBER SHALL BE SUMMARARILY TREATED AS NON-RESPONSIVE**



### 3.4 Bidder's Undertaking

To,  
Director,  
ICAR-IARI, New Delhi - 110 012

Tender No. : \_\_\_\_\_

Due Date : \_\_\_\_\_

Having examined the Bidding Documents including Addenda Nos., if any issued \_\_\_\_\_, the receipt of which is duly acknowledged, we, the undersigned, offer to supply and deliver \_\_\_\_\_ (Description of goods/equipment/machinery) in conformity with said bidding documents.

We, undertake, if our bid is accepted, to deliver the goods in accordance with the delivery and Installation schedule specified in the aforesaid bid document.

If our bid is accepted, we will submit performance security in a sum of equivalent to 10% of the Contract Price for the due performance of the contract.

We agree to abide by this bid for a period of 270 (two hundred and seventy) days after the date fixed for bid opening 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 shall constitute a binding contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We confirm that stipulated Bid Security is enclosed herewith as a part of bid.

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

We accept all your terms and conditions stipulated in this bid document without deviations, both technical & techno-commercial.

Dated this \_\_\_\_\_ (Date) Day of \_\_\_\_\_ (month) 201\_

---

(Signature)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_ Signed

### 3.5 Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made in the [ *insert: number* ] day of [ *insert: month* ], [ *insert: year* ].

BETWEEN

- (1) [ *insert complete name of Purchaser* ], a [ *insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }* ] and having its principal place of business at [ *insert address of Purchaser* ] (hereinafter called "the Purchaser"), and
- (2) [ *insert name of Supplier* ], a corporation incorporated under the laws of [ *insert: country of Supplier* ] and having its principal place of business at [ *insert: address of Supplier* ] (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [ *insert 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 [ *insert Contract Price in words and figures, expressed in the Contract currency(ies)* ] (hereinafter called "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 constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

This Contract Agreement

Instruction to bidders	- Annexure 1
Conditions of Tender/Contract	- Annexure 2
Technical Requirements (including schedule of requirements and technical specifications)	- Annexure 3
The Supplier's bid and original price schedules	- Annexure 4
The Purchaser's Notification of Award	- Annexure 5

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. 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.
5. 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [ *insert the name of the Contract governing law country* ] on the day, month and year indicated above.

For and on behalf of the Purchaser

For and on behalf of the Supplier

---

Principal Investigator  
PM&CU, IM-ACARE

In presence of

1. \_\_\_\_\_

2. \_\_\_\_\_

---

In presence of

1. \_\_\_\_\_

2. \_\_\_\_\_