

DIVISION OF AGRICULTURAL CHEMICALS
ICAR - Indian Agricultural Research Institute
New Delhi – 110 012 #25843272, 25843588 Extn. 4643

F.No.1-2/2019-20/12-225/2D-LC-MS/MS

Dated: 29.08.2019

Corrigendum E- Tender Notice

On Line tender(s) under two bid system (i) Technical bids (ii) Financial bids) on behalf of Secretary, ICAR are invited by the Director, IARI from reputed Manufacturers/ Dealers in the line for supply and installation of scientific equipment(s)/item(s) as below :

| Sl. No. | Name of Equipments | Divisions/Units/ Reg. Stations | Amount of EMD | File No. |
|---------|--------------------|------------------------------------|----------------|-------------------------------------|
| 1. | 2D-LC-MS/MS | DIVISION OF AGRICULTURAL CHEMICALS | Rs. 6,50,000/- | F.No.1-2/2019-20/12-225/2D-LC-MS/MS |

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| 1. | Cost of Tender Form | Rs. 1000/- (Rs. One thousand only). DD of the fee must be deposited in physical form with the Tender issuing authority (Room No. 137) of the Division before & up to closing of tender submission date i.e. 21.9.2019 by 01.00 P. M. |
| 2. | Start date of online submission of tender form | 19.08.2019 From 12.00 noon onwards |
| 3. | Pre-bid conference | 26.08.2019 at 11.00 A. M. in Room No. 137 (Conference Room) of Division of Agricultural Chemicals, IARI. |
| 4. | Last date of online Submission of tender documents | 21.9.2019 by 01.00 P. M. |
| 5. | Online opening of technical bid | 23.9.2019 at 02.30 P. M. |
| 6. | EMD | Rs. 650000/- (Rupees Six Lakhs & fifty thousand only) In the form of Demand Draft/Pay Order/Fixed Deposit Receipt/Bank Guarantee from any Commercial Bank in favour of the Director, IARI payable at New Delhi . The Physical EMD in the shape of DD etc. will have to be deposited with the Tender issuing authority (Room No. 137) of the Division before & up to closing of tender submission date i.e. 21.9.2019 up to 1.00 P.M. |



Custom Duty Exemption Certificate(CDEC) will be issued only when the bid is quoted in foreign currency in case of foreign made items only and meant for ICAR-IARI on FOB/FCA basis.

Tender form can be downloaded from the Institute website www.iari.res.in and eprocure.gov.in. The firm who are using tender form by downloading from the website are also required to submit cost of tender form i.e. Rs.1000/- (Rs. One Thousand only) in the shape of Demand Draft in favour of Director, ICAR-IARI, New Delhi, *separately*, in addition to earnest money as above. In no case cost of tender form and Earnest Money amount should be combined. Both are to be compulsorily sent to the tender issuing authority before submission of tender online as also mentioned at S.N 1 & 5 above. No interest will be paid on earnest money deposit.

Asstt. Admn. Officer

Note: The EMD/Tender Fees/ will be kept in the office of AAO, DIVISION OF AGRICULTURAL CHEMICALS, IARI, New Delhi – 110 012



Cost Rs. 1000 /-(Rs. One thousand only)

SCHEDULE OF TENDER

(ADVERTISED TENDER ENQUIRY)

NAME OF DIVISION/ UNIT: AGRICULTURAL CHEMICALS, IARI, Pusa Campus, New Delhi – 110 012

1. For and on behalf of the Secretary, ICAR, the Director, IARI, New Delhi invites **Online** tenders under **Two Bid System** (Technical and Commercial Bid) on the prescribed forms Chapter IV and V for the purchase of following stores as detailed in this schedule to tender. However, it may be noted that it will be the discretion of the IARI authority whether to purchase the below mentioned equipment or not.

| Description of stores required | Qty. |
|--------------------------------|------|
| 2D-LC-MS/MS | One |

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| 2. | THIS TENDER ENQUIRY HAS THE FOLLOWING CHAPTERS AND ANNEXURES |
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Schedule to Tender

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| 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 (as per BOQ) |
| Annexure -I | : | Performance Statement for last 3 years |
| Annexure-II | : | Certificate for compliance of instructions |
| Annexure-III | : | Checklist for tenderers |

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| 3 | You are requested to study the Online tender documents completely and ensure that all documents and Annexures are correctly filled in, digitally signed and stamped where applicable and then submit your offer online. |
| 4 | Tenderers are advised to carefully go through all the conditions and documents attached with this tender enquiry, before submission e-tender. All tender documents attached with the tender are sacrosanct for considering any offer as a complete offer. <u>All tender documents must be duly completed, digitally signed by authorized signatory on each page and returned with the offer where ever applicable.</u> |
| 5 | This tender is not transferable |

Signature of Tenderer with office seal

Asstt. Admn. Officer

Chapter-I

Instructions to Bidders

(THIS TENDER SET IS NOT TRANSFERABLE)

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| <u>1</u> | <u>Name of Division/Unit</u> | DIVISION OF AGRICULTURAL CHEMICALS, IARI, New Delhi – 12 |
| | Tender Cost | Rs. 1000/- (Rs. One Thousand only) Those who downloaded the tender set from the IARI website must submit the cost of tender through a Bank Draft/Bankers Cheque in favour of Director, IARI at New Delhi at the time of submission of tender. Tender documents submitted without the cost of will be rejected. |
| <u>2</u> | Date of start of submission of Tender Document | <u>19.8.2019 From 12.00 noon onwards.</u> |
| <u>3.</u> | Pre-bid conference | <u>26.8.2019 at 11.00 A. M. in Room No. 137 (Conference Room) of Division of Agricultural Chemicals, IARI.</u> |
| <u>4</u> | Last Date & Time of submission of Tender | <u>21.9.2019 by 01.00 P. M.</u> |
| <u>5</u> | Opening of time of Tender | <u>23.9.,2019 at 02.30 P. M.</u> |
| <u>6</u> | Place of Submission of Tender Document | Online <u>eprocure.gov.in</u> . Online through CPP Portal at <u>https://eprocure.gov.in/cppp</u> |
| <p>i). The Division will not be responsible for tenders submitted at any other place/website. Tenders not received within the due date & time will not be considered under any circumstances or for any reason.</p> <p>ii). Tenderers 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.</p> <p>iii) In case tenderer are facing any difficulties in filling the tender or any discrepancy in the tender the same will be reported to this office latest by 23.8.2019 before 4.30 p.m.</p> | | |
| <u>6</u> | <u>Earnest Money Deposit (EMD)</u> | Must be Physically deposited in the form of crossed Demand Draft/Pay Order/ Deposit receipt/Bank Guarantee in favour of Director, IARI from any Commercial Bank payable at New Delhi, by the tenderer as already mentioned at 1 st page of the tender |
| <u>7</u> | <u>OFFER VALIDITY</u> | Six months from date of opening of tender. In the absence of any indication in the tender documents submitted, of the date up to |



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| | | 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 | <u>Extension of validity &</u> | If the validity of the tender is extended, the validity of the Earnest money will also have to be suitably extended by the tenderer failing which their tender shall not be considered by the purchaser after the expiry of the said period. |
| 9 | Eligibility for Responding | <p>i) Only those firms should respond who are the manufacturers or authorized dealers/agents of the stores specified in the tender specifications.</p> <p>ii) The foreign manufacturers of the tendered stores will have to specify in the tender document, details of the after sales service to be provided after expiry of warranty period.</p> <p>iii) Indian agents of foreign manufacturers/principal are allowed to participate in the tender subject to the following conditions: -</p> <p>a) The Indian agent will submit along with the tender documents a copy of authority letter/agreement from the foreign manufacturer/principal for this particular offer.</p> <p>b) Such agreement/authority with the foreign manufacturers/principal should be a long- term agreement and not merely for supply & Installation of the equipment.</p> <p>c) If the agreement is only for the Supply & Installation, the offer received is liable to be rejected.</p> <p>d) The Indian agent will provide details of the after sales service and post contractual support i.e. repair, maintenance, supply of spare parts etc. that he will carry out.</p> <p>e) Offers from firms whose business activities are limited to procuring items from manufacturers, both Indian and Foreign and supplying the same to the purchaser, and having no after sales service backup will not be entertained.</p> <p>f) Where the quoting party /Indian representative claims to be subsidiary or branch office or an authorized representative of 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. The Indian agent of foreign manufacturer should be Registered with DGS&D only in case the bid is for item falling in the restricted list of the Export & Import Policy of Govt. of India copy of the current concerned Registration Certificate must be enclosed failing which the bid will not be accepted.</p> <p>g) The tenderer must have latest income tax clearing certificate /PAN /TIN</p> |

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| | | <p>h) The tenderer must have latest GST registration certificate</p> <p>i) The firm must have trade registration certificate</p> |
| 10 | Opening of Tender | The Tender will be opened by the Divisional Committee online |
| 10a | | 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. |
| 10b | | 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 Required By Institution | <p>For Indian manufacturer - Within 45 days from the Date of issue of award letter or as specified in the supply order.</p> <p>For Foreign firms – 180 days from the date of opening of letter of credit (LC)</p> |
| 12 | Terms of Delivery Installation | <p>For Indian manufacturer/suppliers:- DIVISION OF AGRICULTURAL CHEMICALS, IARI, NEW DELHI-110012.</p> <p>For Foreign manufacturer/suppliers: - On FOB/FCA basis</p> |
| 13 | Inspection after Receipt of Goods | <p>The inspection will be done by the Divisional Committee in the presence of firms representative. The successful tender will have to provide at his own cost and arrangement technically qualified personnel at the consignee's location for joint inspection. These personnel must be able to unpack, assemble and demonstrate the use of the equipment fully and identified each Part/Machines supplied. Any consumables that are essential will be provided by the supplier free of cost.</p> <p>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.</p> |
| 14 | Packing & Marking | <p>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.</p> <p>Each packing case shall have labels as follows:</p> <p>Contact No. 011-25841390</p> <p>Consignee: Head</p> <p>DIVISION OF AGRICULTURAL CHEMICALS, IARI, New Delhi</p> |



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| 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 money /Security Deposit | <p>Must be deposited in the form of Crossed Demand Draft/Pay Order/ Fixed Deposit receipt/ unconditional Bank Guarantee in the name of the Director, ICAR-IARI, New Delhi from any Commercial Bank payable at New Delhi. No other form of deposit will be accepted. 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). However, in case of foreign equipment, no relaxation will be given for EMD.</p> <p>In case, if any tenderer fails to deposit the Earned Money the tender will be rejected straightway.</p> |
| 17 | Guarantee/Warranty | Comprehensive onsite warranty is required. Warranty Terms period will start from the date of installation of items. In case at installation stores/part of stores are found defective /damaged during or after delivery to consignee, the suppliers will replace or repair the store under warranty at consignee's location in India free of cost or if any case it is required to sent back to the foreign manufacturer. Bank Guarantee equivalent to the cost of equipment is required to be submitted before lifting the store. All expenses in this regard will be borne by the supplier. |
| 18 | Performance Security | The successful bidder will have to submit a Performance security of equivalent to 10% of the Contract /Order value before the issue of award letter. The validity of performance security valid till 60 days + the period of expiry of the Warranty/ Guarantee period in shape of crossed Demand Draft/Pay order/Fixed Deposit Receipt/Bank Guarantee from a commercial bank in favour of the Director, IARI, New Delhi. No interest will be paid on the performance guarantee deposited in cash/DD. |
| 19 | Liquidated Damages | In case the firm does not complete the Supply & Installation within the laid down agreed Security delivery period as per contract, liquidated damages will be charged @ 0.5% per week or part thereof subject to a maximum of 10% of the contract value. However, the Institute reserves the right to either further extend or cancel the contract after expiry of delivery date and recover the liquidated damages from the dues of the firm or by legal means. |
| 20 | Dispute settlement | The dispute arising out of this contract shall be subject to the jurisdiction of Indian laws & court at New Delhi. Sole arbitrator is appointed by the Secretary, ICAR, New Delhi. His decision will be final and binding to both parties (Supplier and Purchaser). |

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| 21 | Submission of the proposal (A) TWO BID SYSTEM | <p>The tenderers must submit the tenders in TWO BID SYSTEM</p> <p>i) The tenderers should submit the tenders in TWO BID SYSTEM along with detailed specifications of the store offered supported by leaflets, Brochure, if any. And the same should be sourced from the official website of the manufacturer.</p> <p>ii) Both the above mentioned bids should be submitted separately.</p> <p>iii) Composite bid i.e. rates indicated in the technical bid openly in tender will be outrightly rejected.</p> <p>iv) Only the first cover i.e. Technical Bid shall be opened on the date of tender opening.</p> <p>v) Price bids of only those offers, which will be technically acceptable, will be opened. Financial bids of technically qualified firms will be opened online.</p> |
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A. TECHNICAL BID

a) The FIRST COVER should contain the following:

- i) Tender documents duly completed and signed but WITHOUT INDICATING THE RATE QUOTED.
- ii) The technical details of the models offered along with the supporting original technical literature, leaflets, brochures etc. as per Chapter-IV duly authenticated with official website of manufacturer.
- iii) Earnest Money
- iv) Cost of tender form Rs.1000/- if downloaded from website.
- v) Details of supplies of similar equipment as per Annexure-III along with copies of supply orders.
- vi) Latest agreement /authorization from the foreign firms in case Indian agent is submitting tender on its behalf.
- vii) Trade registration certificate from the RBI/Ministry/department concerned.
- viii) Latest income tax clearance certificate /copy of PAN card/TIN
- ix) Latest GST clearance certificate.
- x) Technical bulletin with specifications clearly stated with model. Duly authenticated with official website of manufacturer.

b) SECOND COVER should contain the following:

- 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) For Indian manufacturer rate should be at F.O.R. destination.
- iv) For foreign supplier rates should be at FOB/FCA basis.



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| 22 | Evaluation of the Proposal | <p>A two stage procedure will normally be adopted: -</p> <p>i) Stage-I:</p> <p>Evaluation of Technical Bids to assess their suitability against the laid down parameters.</p> <p>Tenderers must ensure that they upload all original technical literature and detailed documentary proofs which specifically bring out the compliance of the equipment being offered against the specifications. If necessary the Tenderers may be directed to give a presentation for evaluation by a technical committee constituted for the purpose.</p> <p>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.</p> <p>ii) Stage-II</p> <p style="text-align: center;">Financial Evaluation</p> <p>A) The price bids of only those firms found meeting the laid down specifications at stage-I shall be opened, evaluated and considered further.</p> <p>B) It is in the tenderers interest to include all relevant and detailed technical data as supporting documents along with their bid.</p> <p>C) AMC/CMC charges shall not be included for the evaluation of the financial/commercial bids.</p> |
| 23 | Mode of Payment | <p>A. FOR INDIGENOUS SUPPLIES:</p> <p>Payment on bill basis after supply, satisfactory installation, commissioning and performance of the equipment at New Delhi and after certification by our Scientists concerned.</p> <p>B. FOR IMPORTS: The payment shall be made through irrevocable Letter of Credit (L.C.). LC will be opened on 100% value of the equipment/item on FOB/FCA value and 90% shall be released on presentation of complete and clear shipping documents. Rest 10% will be released only after satisfactory installation and commissioning of the equipment. This will not include commission to the Indian Agent. Payment to the Indian agent will strictly be made in Indian Rupees after satisfactorily commissioning of equipments.</p> <p>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</p> |



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| | | supplier is responsible, the tenure of the letter of credit it extended, the expense incurred on such extension is to be borne by the supplier. |
| 24 | Training | THE TENDERERS SHALL PROVIDE TRAINING TO THE USER AS PER THE TERMS & CONDITIONS OF THE CONTRACT AS HAS BEEN SPECIFIED IN TECHNICAL & FINANCIAL BIDS FREE OF COST AT THE TIME OF INSTALLATION/COMMISSION OF EQUIPMENT AT THE CONSIGNEES/ USERS LOCATION. AS SPECIFIED BY THE PURCHASER. ALL EXPENSES IN THIS REGARD WILL BE BORNE BY THE SUPPLIER. |
| 25 | Insurance | As applicable in the case of imported goods. For indigenous item it will be responsibility of the supplier to supply the material in good condition on FOR basis without involving the risk of the purchaser. |

A legally agreement/contract shall be executed with the contractor/firm by the Institute before installation of all/any type of instrument/machine as per the instructions of the Indian Council of Agricultural Research (ICAR).

Signature of Tenderer with office seal



CHAPTER-II

CONDITIONS OF TENDER/CONTRACT

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

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

In case of open tender form downloaded from website tenderers must enclose Demand Draft of tender cost Rs.1000/- (Rs. One thousand only) in favour of Director, IARI, New Delhi. The tender received without required Bank Draft shall be rejected.

EARNEST MONEY DEPOSIT: Must be deposited in the form of crossed Demand Draft/Pay Order / fixed deposit receipt/ Bank Guarantee in favour of Director, IARI from any Commercial Bank payable at New Delhi. No other form of deposit will be accepted. Technical bid without physical deposition with tender issuing authority before the prescribed date 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). However, in case of foreign equipment, no exemption will be given for EMD submission.

No interest shall be payable by the purchaser on the EM deposited by the tenderer.

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.

If the successful tenderer fails to furnish the performance security as required in the contract within the stipulated period, the Earnest Money shall be liable to be forfeited by the purchaser.

EMD of the unsuccessful tenders shall be returned after finalization of tender.

GUARANTEE/WARRANTY

Except otherwise provided in the invitation to tender the contractor hereby declares that the goods/ stores/ articles/ equipment sold/ supplies to the purchaser/consignee under this contract shall be of best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars mentioned/contained in the contract. The contractor hereby guarantees that the said goods/stores/articles would continue to confirm to the description and quality aforesaid for a period of thirty six months from the date of receipt of goods/articles/equipment in good condition at site by the consignees in case of supply contract and Twenty Four months from the date of



installation and satisfactory taking over of the goods/stores/articles/equipment at site by consignee where installation and commission is involved and notwithstanding the fact that the purchase /inspection authority has inspected and/or approved the said goods/stores/articles equipment or such if during the Twenty Four months the said goods/stores/articles/equipment be discovered not to conform 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/stores /articles/equipment or such specified period as may be allowed by the purchaser in his discretion on application made thereof by the contractor/seller, and in such an event, the above period shall apply to the goods/stores/articles/equipment rectified from the date of rectification mentioned in the warranty thereof, otherwise the contractor/seller shall pay the purchaser such compensation as may arise by reason of the breach of warranty therein contained. Notwithstanding anywhere else mentioned to the contrary in this document, the bids would be evaluated on price of the equipment and accessories, if any. AMC/CMC charges shall not be included for the evaluation of the financial/commercial bids.

Guarantee that they will supply the spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without limitation an agreed discount on the catalogue price or an agreed percentage of profit on landed cost.

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

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

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

A. For goods manufactured in India: on FOR basis (including all kind of charges and taxes

i) Installation commissioning charges, if any

B. For goods manufacture abroad: The price of the goods should be quoted on FOB/FCA basis excluding the Indian agent commission if any.

Installation commissioning charges, if any

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

The Institute is exempted from payment of excise duty. Hence, excise duty will not be paid to the firm.



The Institute is exempted from payment of Custom Duty for which the exemption certificate will be issued, in case of imported equipment only.

5(A) CMC/ AMC of Equipment: The firm should mention the charges of CMC/AMC at least for four years after standard warranty period of one year from the Principal in the prescribed format enclosed.

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

Penalty for use of undue influence:-

The seller should undertake that he has not given offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage of inducement to any person in service of the Purchaser or otherwise in procuring, the contract or forbearing to 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 purchase to cancel the contract and all or any other contract with the Institute seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the purchaser or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on 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 sell render.

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

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

Force Majeure Clause: The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such event may include, but are 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.

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

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

The seller is declared bankrupt or becomes insolvent.

The delivery material is delayed due to causes of Force Majeure by more than reasonable time.

In case Performance Security is not furnished within the time period specified by the purchaser.

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

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

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

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

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

Acceptance or rejection of offer: The Director, IARI, New Delhi reserves the right to accept or reject any tender in part or full without assigning any reason thereof. The successful bidder should submit order acceptance letter within 15 days from the date of issue.

Page Numbering & Signatures: - Every page of the tender must be numbered and signed by the authorized signatory giving his/her name and designation below the signature.

Signature of Tenderer with office seal

Asstt. Admn. Officer

Chapter-III



Technical Specification for 2D-LC- MS/MS

2-Dimensional Liquid chromatography with MS/MS should be able to separate, identify and quantify the low molecular weight and high molecular weight compounds of natural/synthetic origin in MS and MS/MS experiments. The instrument should also have all the licensed software and including natural product library with license to carry out metabolomics and high molecular weight determination studies with a Quadrupole Time of Flight / Hybrid-Quadrupole Orbitrap or equivalent MS-MS workstation for exact mass and true isotopic measurements.

| | Mass System | |
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| 1 | Ionization Source | Dedicated/multimode ESI and APCI ionization modes for ionization of samples |
| 2 | Mass Analyzer | Quadrupole-Time of Flight (Q-TOF)/Hybrid-Quadrupole Orbitrap analyzers |
| 3 | Mass Range | TOF: m/z atleast 40,000 Da or better Quadrupole: m/z atleast 2000 Da or better or Orbitrap:m/z upto 6000 Da or better |
| 4 | Mass Accuracy | ≤ 1 ppm (Internal calibration) ≤ 3 ppm (External calibration) |
| 5 | Mass Resolution | TOF: 35000 or better at m/z equivalent to 1000 Da in MS/MS mode or Orbitrap: 100000 or better in MS/MS mode at m/z 200 |
| 6 | Sensitivity | For ESI:S/N 200:1 at 1pg of standard sample in MS/MS mode |
| 7 | Scan speed | High resolution MS/MS should have high speed acquisition with 30 spectra/sec in MS/MS mode or more for TOF or 12Hz/sec or more in orbitrap |
| 8 | MS and MS/MS capability | Should have capability to acquire MS and MS/MS data simultaneously The quoted model should have advanced technologies such as AQT/DITC/Stepwave/Ion funnel or equivalent technology for optimized ion transmission |
| 9 | Sample introduction | Direct infusion and through LC |
| 10 | Integrated syringe pumps | Fully automated data system control for infusion of sample and calibrant |
| 11 | Linear Dynamic range | Linearity of atleast 4 orders of magnitude while maintaining specified resolution for quantitative purposes |
| 12 | Calibration | Should have automatic calibration option using standard samples |
| 13 | Vacuum System | High vacuum system through turbo molecular pump with backup pump |
| 14 | Computer Platform | Branded PC with 27 inch Monitor or better system and high storage capacity with Licensed Software for instrument operation, scan and data processing of all scan function,data handling & reporting in LC-MS/MS. |

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| | | <ul style="list-style-type: none"> • System should have single point of control for both 2D-LC and MS/MS and be able to perform data dependent and data independent workflow • System should have provision for identification of low abundant analyte in presence of higher one. • HRMS Library should be included for Natural products, pesticides, mycotoxins, antibiotics etc. • Libraries offered should have perpetual license. • One colour printer • Separate high configuration work station should be quoted for off- line data processing and analysis with following or equivalent specifications: Xenon CPU 2.3Ghz (2 processor), RAM 64 GB DDR4, Hard disk 4TB, Graphics card K4200 or better |
| 15 | Software | <p>The Original and licensed software should be user friendly & have capabilities to perform the following functions.</p> <p>The MS control software must be a Windows based platform and must have the ability to control both the MS and 2D UPLC devices.</p> <p>The data processing software must incorporate an elemental composition calculator as standard. Included in the calculator must be algorithms for isotope pattern modelling that allow data interpretation of actual isotope patterns.</p> <p>The software should offer data dependent acquisition (DDA) acquisitions.</p> <p>Software for assigning structures to the observed fragment ions of small molecule compounds, drugs, and/or metabolites to known precursor structures should be quoted.</p> <p>Software to deconvolute complex chromatograms, to search mass spectra against the commercially available libraries and for comparing chromatograms must be quoted.</p> |
| 16 | Pre-requisite for running 2D-LC-MS/MS | <ul style="list-style-type: none"> • Noiseless, vibration free Nitrogen gas generator with compressor to provide required high purity (99.999%) nitrogen • One on line 15 KVA UPS with 2 hours back up for the entire system including the vacuum pump, nitrogen generator • Three Acclimatizers of two ton each for maintaining temperature and humidity from reputed brand with auto switch over • A branded vibration free table of suitable size for |

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| | | <p>housing the entire MS/MS, LC and computer systems and two quality revolving chair for operator</p> <ul style="list-style-type: none"> • Should provide mass calibration standard for next two years |
| 17 | Gas Generator | A suitable imported gas generator with built-in compressor capable of providing all the gases at the required purity (99.99%), pressure and flow rate for the Mass Spectrometer must be quoted. The compressor should be noise-free. |
| | 2Dimensional-Liquid Chromatography (2D-LC) | |
| 18 | LC should be compatible to the MS/MS system for all the modes of ionizations ESI/APCI) | <p>It should be 2-Dimensional UPLC/UHPLC with column heater, pump and autosampler</p> <p>System should have autosampler for injection of samples</p> <p>Column - C18, C8 RP (sub 2 micron; 5 each), C30 (sub 2 micron; 1 No.) columns having suitable guard column for UPLC (2)</p> <p>Should have vacuum degasser & column oven (35-65 deg.C or better) controlled by software.</p> <p>Necessary tools, operation and maintenance manuals, spike busters to be provided</p> |
| | 2D Pumps: | <ul style="list-style-type: none"> • Binary gradient pump with pressure upto 15000 psi at at 1ml min⁻¹ flow rate with degasser • Quaternary gradient pump with low pressure mixing & pressure upto 15000 psi at 1ml min⁻¹ flow rate with degasser. • Operating Flow Rate Range to be 0.010 to 2.000 mL min⁻¹ |
| | Auto sampler: | <ul style="list-style-type: none"> • An autosampler should be quoted with minimum sample carryover • Autosampler should be available with a capacity of approx. 80 vials or more of 1.5 ml/2 ml capacity & sufficient no. of spare sample vials (1000) must be provided and mentioned in the tender. |
| | Column Heater: | <ul style="list-style-type: none"> • A column heater should be quoted with temperature from 4 to 90 deg. or better • Column capacity of 2 Columns of 150 mm or better with guard columns. • 6 port 2 valve flow divert valve should be quoted. |
| 19 | Photodiode Array detector for UPLC | PDA detector (190-700nm or more) should be quoted |

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| 20 | Consumables | Necessary consumables for LC and MS/MS such as 5 numbers of syringes each for 0.25 mL, 0.50 mL and 1.00 mL, vacuum pump oil (10L), LC vials (500 no.) solvent filtration kits (1) for all types of solvents, sample filtration devices, etc. should be quoted |
| 21 | Software | 1. Library/Database-natural products 2. Statistical software/Structure identification |
| 22 | Warranty | 12 Months from date of installation+ 2 Years comprehensive warranty for LC-MS/MS full system including hardware and software including Nitrogen Gas generator and vacuum pumps and UPS (Certificate to be attached). PM kit and calibration kit should be part of warranty. |
| | Optional | |
| | Software | Software related to Metabolomics/Proteomics study |
| | Water purification system | For LC grade water |
| | Sonicator cum shaker facility | For cleaning of syringes etc. |
| | Deep freezer (-20 ⁰ C) | For storing standards/samples |

Minimum Eligibility Criteria

1. The LC-MS/MS system is to be imported only and should not be the refurbished or locally supplied.
2. Minimum 5 global installations of the quoted mass system in R&D Institutions for the past 5 years. Documents supporting documents by means of purchase orders/latest service reports/installation reports to be enclosed. List of installation for the quoted model to be enclosed.
3. Declaration from the Principals that minimum 7 years support in terms of spares and service will be provided.
4. The bidder should also quote CMC for additional 2 years after 3 years of warranty.
5. Specifications and documents at the time of submission of quotation must clearly spell the sought specifications
6. Onsite training/demonstration for one week thrice during the warranty period to the project staffs/scientists to be provided at no additional cost

General Conditions

1. Original and licensed Software for the equipment should be provided
2. Documentary evidence in terms of publications for the quoted model.
3. List of service staffs and centers available in India.
4. List of the Indian users of quoted model for last three years
5. Firms should not quote obsolete / discontinued models.
6. Equipment should work under 220 to 240 V/50Hz conditions.

(Note: Non Compliance to above eligibility criteria will result in rejection of the bid)

Signature of Tenderer with office seal

Chapter-IV

NAME OF DIVISION/ UNIT: DIVISION OF AGRICULTURAL CHEMICALS

IARI, New Delhi – 110 012

TECHNICAL BIDS

Technical specifications to be offered by the firm

| S.No. | Details of Technical Specifications (As per Chapter III) | Whether complied with YES/ NO | If yes, give the exact specifications offered, and 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) |
|-------|--|-------------------------------|---|-----------------------------------|------------------|
| 1. | Whether you meet all the specification along with other conditions as mentioned specifically in the "technical specification proforma as per Chapter-III | | | | |

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.

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)

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| <p><i>Any payment to be paid in Indian Rupees towards agency commission, Supply of Indian made item and other charges like GST.</i></p> <p><i>Name of items:-</i></p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p style="text-align: right;"><i>GST</i> _____ <i>Total</i></p> | | |
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**Components to be supplied locally to be clearly indicated.*

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Annexure-1

PERFORMANCE STATEMENT FOR LAST 3 YEARS

| S. No. | Name of the items | Name of the office by whom order was placed | Order No. & date (Please enclose copy of supply orders) | Value of supply order | Delivered in time or not | If not please specify the reason | Attach satisfactory working report from each office (Yes/No) |
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Signature of Tenderer with office seal



CERTIFICATE TO BE SIGNED BY THE TENDERER

CERTIFICATE

It is certified that I have read and understood and will comply all instructions contained in tender enquiry and its schedule. All pages of schedule to tender from page _____ to _____ have been filled properly and signed.

Signature of tenderer: _____

Name in block letters: _____

Name of firm: _____

Full address: _____

i) Telephone No. _____

ii) Mobile No. _____

iii) Fax No. _____

iv) Email id _____

v) Website _____

Signature of Tenderer with office seal



Check list for Tenderers

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 | Complied (Please indicate Yes after complying with the requirement) |
|---------|--|---|
| 1 | Cost of Tender has been deposited in the shape of DD etc. physically with the tender issuing authority | |
| 2 | Cost of Earnest money Deposit (EMD) in the form of DD etc. has been submitted physically with the tender issuing authority | |
| 3 | Copy of valid registration certificate with DGS&D in the case of Indian Agent enclosed only in case 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 GST registration certificate and PAN No. | |
| 6 | Complete tender documents have been enclosed, after signature & stamping on ALL pages. | |
| 7 | Signatures of witness with full name and address have been added whenever required on tender document. | |
| 8 | Proposal has been submitted in two bid system as per tender enquiry. | |
| 9 | Offer validity as required in tender has been accepted & clearly mentioned in tender document. | |
| 10 | Delivery Terms & Period as per tender have been accepted and mentioned in tender. | |
| 11 | Payment Terms as per tender have been accepted and mentioned in tender. | |
| 12 | Compliance statement as per chapter-IV has been enclosed along with supporting technical documents /proof for each point/parameter clearly showing it is complied with or not. | |

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| 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

