

Directorate of Marketing & Inspection
(Department of Agriculture & Farmers Welfare)
Ministry of Agriculture & Farmers Welfare
Government of India
New CGO Complex, NH-IV, Faridabad-121001.
e-mail: dmilabs-agri@nic.in

Tender Notice No.S-12017/13/Tender/DFP /Equip/2023-C&A/

TENDER DOCUMENT FOR OPEN TENDER

(Terms & Conditions of the Tender)

Directorate of Marketing & Inspection (DMI), an attached office of the Department of Agriculture & Farmers Welfare, Ministry of Agriculture & Farmers Welfare invites tenders in "Two Bid System" from the reputed Original Equipment Manufacturers (OEM) or their authorized suppliers/distributors/dealers and agents for the GeM procurement of the equipment for its Agmark Laboratories. The requirement of equipment is as under;

S.No.	Name of Items	Quantity	EMD (in Rs.)
1.	Digital Flash Point Apparatus	01	18,000

2. ELIGIBILITY CRITERIA:-

- (i) The bids shall be submitted by the Original Equipment Manufacturers (OEM) or their authorized suppliers/distributors/dealers and agents. In case, bid is submitted by authorized suppliers/distributors/dealers and agents, the authorization letter issued by their manufacturer/principal to quote on their behalf, **not before the date of publication of tender in GeM site**, must be submitted with the Technical Bid.
- (ii) The firms which have turnover of minimum Rs. 36 lakhs consecutively for the last three years will be eligible for submitting the bids. An audited balance sheet of last three years i.e 2020-21,2021-22 & 2022-23 as a proof shall be submitted with Technical Bid.
- (iii) **The bidders shall make arrangements for demonstration of their quoted equipments, if required, before the members of Purchase Committee (Technical) as and when required at their own cost.**
- (iv) The bidder should comply fully with the technical specifications of the equipment and the requirement of the Terms & Conditions of the tender.

3. Submission of Bids:- Bids will be submitted in Two Bid System i.e., Technical bid and Financial Bid (Price Bid).

A. Technical Bid:-

The Technical Bid should contain the following:-

- (i) Tender documents duly completed and signed but **without indicating the price of quoted equipment.**
- (ii) The technical literature, catalogue, leaflet, brochure etc. of the quoted model indicating complete specifications.
- (iii) In case authorized dealer/ distributor/ supplier/ agent are submitting bids on behalf of OEM – domestic or foreign, then latest agreement/ authorization from the foreign firms.
- (iv) Latest Income Tax clearance certificate/ PAN No./TAN No.
- (v) Latest GST certificate.

- (vi) Certificate of incorporation of company/firm or Trade Registration Certificate from RBI / Ministry / Department concerned as applicable.
- (vii) Compliance statement of the Terms & Conditions of the tender as per **Annexure-II**.
- (viii) Compliance statement of the technical specifications of the quoted model of the equipment as per **Annexure-III**.
- (ix) Copy of the audited balance sheet of last three years.
- (x) Users list, to whom the quoted model was supplied during the last three years and copies of minimum three supply orders along with satisfactory performance certificate against each order received during the last three years for same model giving reasons for price difference, if any.
- (xi) Undertaking/ certificate that the firm is not blacklisted in last five years.
- (xii) Undertaking from bidder to undertake Comprehensive annual maintenance for Eight years after warranty (CAMC charges will not be mentioned in Technical bid).

B. Financial Bid:-

The Financial Bid should contain the following:-

- (i) Price details of the quoted equipment as per **Annexure-IV**.
- (ii) Price Reasonability Certificate.
- (iii) Any document in support of financial bid.
- (iv) Prices should be quoted on FOR destination basis.
- (v) CAMC Charges.

C. EMD:-

The EMD payment should be made through RTGS/NEFT. In case of availing exemption for EMD, proof of registration shall be submitted. Bank Guarantee as per **Annexure VII** may be provided where applicable.

Note:-

- (a) The word "Technical Bid" should be written clearly and prominently alongwith the tender notice number, name of the equipment and name of the bidder. Similarly, the word "Financial Bid" should be written clearly and prominently alongwith tender notice number, name of bidder & name of equipment.
- (b) Full name and status of the person signing the tender documents must be clearly mentioned in the tender.
- (c) The envelope containing the EMD should be sealed with the details of tender notice number, name of the equipment and name of the bidder.
- (d) Refer Do`s and Don`ts relating to tender as given in **Annexure-X**

4. General Instructions:-

- (i) The foreign companies having their registered offices in India should quote through their Indian office. The authorized dealer / distributor / supplier / agent of the foreign manufacturers/principal are allowed to participate in the tender subject to the conditions that they will submit a copy of latest authorization letter/agreement from the foreign manufacturer/principal indicating the period/duration of the agreement. Such agreement/authorization with the foreign manufacturer/principal should be a long term agreement and not merely for the present tender.
- (ii) One Indian agent can participate in the tender on behalf of one manufacturer/principal. No offer will be entertained if the same Indian agent is representing another manufacturer for same equipment.
- (iii) In case, if a particular instrument is a proprietary item of a particular manufacturer, a **Proprietary Article Certificate** shall be provided in the technical bid.
- (iv) Each bid should be separate against each item of the Tender Notice.

- (iv) The equipment shall be delivered in the respective laboratories within **one and a half months** from the date of award of contract.
- (v) The installation, commissioning, demonstration and training to the laboratory officials should be completed within **two weeks** from delivery of the equipments in the laboratories.
- (vi) Bidder will submit a certificate / undertaking stating that their firm has not been **blacklisted** by Govt. / Public Sector/ Autonomous / Educational Institutions / Private Institutions etc. in the last 5 years. This certificate / undertaking is to be submitted with Technical Bid.
- (vii) Bids of only one model of the quoted equipment which meets the technical specifications should be submitted.
- (viii) The technically qualified bidders shall make arrangement for the demonstration of their quoted equipment, if required, before the members of the Purchase Committee (Technical), **at mutually agreeable place** at their own cost as and when required. The demonstration of the equipment is required to be done before opening of the Financial Bids of the technically qualified bidders. The bids shall be rejected if the quoted equipment is not as per required specification / the performance of the equipment is not found satisfactory during the demonstration.
- (ix) Purchase of equipments under “High Seas Sale” basis will not be considered.
- (x) The bidders should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process of procurement and execution of contract order.
- (xi) The competent authority reserves the right to alter the quantity of the items of the tender or cancel the tender in part or in full without assigning any reason thereto.
- (xii) Technical Bids will be opened on **specified date** in the office of the DMI, Head Office Faridabad.
- (xiii) The quantity and laboratory wise supply of the equipment is as per **Annexure-V**. The addresses of the Agmark Laboratories where the equipment are to be supplied are given in **Annexure-VI**.

5. Prices:-

- (i) Prices in the financial bid must be quoted in **Indian Rupees on FOR destination** basis.
- (ii) The price detail of the quoted equipment shall be furnished in the prescribed format as per **Annexure-IV**. The quoted rate should be for the complete unit as per specifications. Rates should also be quoted separately for accessories / spare parts, component wise. The unit price should be inclusive of all charges such as packing, forwarding, freight, insurance, importation, custom clearance, local taxes, octroi, entry tax, installation, commissioning and training etc. However, the custom duty and central excise duty, whichever applicable, should also be indicated separately. The rates quoted in words will be the basis and not the rates shown in figures, if there are discrepancies.
- (iii) The bidder should give a **Price Reasonability Certificate** to the effect that the quoted prices are minimum and they have not quoted the same equipment on lesser rates than those being offered to DMI to any other customer nor they will do so till the validity of the offer or execution of the purchase order, whichever is later.
- (iv) Discount for the quoted equipment, if any, may be mentioned in **Annexure IV**.

6. Validity of offer:-

- (i) The quoted price in the financial bid should be valid at least for **one year** from the date of opening of technical bid. No changes in the price will be acceptable in any condition after opening of tender till the validity of the offer or execution of the order whichever is later. A bid valid for a shorter period will be rejected as non-responsive.
- (ii) The quoted prices shall remain firm and fixed and no escalation of prices due to variation in the exchange rate of foreign currency vis-à-vis Indian rupees or any reason will be allowed during the period of the contract.

7. User's List:-

The bidders shall submit a Users' list of Govt./ State Govt./ Govt. Undertakings/ Educational institutions etc. to whom the quoted model of the equipment were supplied during the last three years. Copies of at least three supply orders received during the last three years from

Govt./ State Govt./ Govt. Undertakings/ Educational institutions etc. for the same quoted model may be submitted along with the performance certificate with the technical bid giving reasons of price difference of their supply order and those quoted to DMI, if any.

8. Earnest Money Deposit (Bid-Security):-

- (i) The Earnest Money Deposit (EMD) shall be deposited in the form of Account Payee Demand Draft or Banker's Cheque drawn in favour of "Pay and Accounts Officer (PPM) Faridabad" as per details below at the time of submission of bid or can also be made through RTGS/NEFT.

S.No.	Name of Items	Quantity	EMD (in Rs.)
1.	Digital Flash Point Apparatus	1	18,000

The EMD shall be made through RTGS/NEFT. The Bank Guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the date of opening of technical bid. EMD in the form of Bank Guarantee should be furnished in the prescribed format as per **Annexure-VII**.

- (ii) Earnest Money (Bid Security) is required to be submitted by bidders other than those registered with Central Purchase Organization (DGS&D), National Small Industries Corporation (NSIC) or the Ministry of Agriculture or its Departments. The bidders registered with these organizations/department must submit a proof of registration to avail the exemption of EMD. This Registration should be valid upto the period of award of the contract.

9. Performance Security (Security Deposit):

- (i) Performance Security @ 3 % of the total value of the contract will have to be deposited by the successful bidder within 21 days from the date of award of contract.
- (ii) Performance Security shall be made through RTGS/NEFT. Performance security in the form of Bank Guarantee should be furnished in the prescribed format as per **Annexure-VIII**
- (iii) Performance Security should be payable in the name of "Pay and Accounts Officer (PPM)", Faridabad. Performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
- (iv) The performance security will be refunded to the suppliers without any interest after they duly perform and complete the contract in all respects but not later than 60 days of completion of all such obligations under the contract.
- (v) The Performance Security can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period or necessary servicing/ maintenance of the equipment within the warranty period is not undertaken to the best satisfaction of the concerned laboratory.
- (vi) Performance Security will be deposited by every successful bidder even those registered with Central Purchase Organization (DGS & D), National Small Industries Corporation (NSIC), or the Department of Agriculture Marketing, Ministry of Agriculture

10. Evaluation of Bids:-

- (i) Bids will be evaluated in two stages. Technical bids will be opened and evaluated (including demonstration of the equipment) in the first stage. In the second stage, financial bids of only technically qualified bidders will be opened for further evaluation and ranking before awarding the contract.
- (ii) The bidders whose technical bids will be found qualified will be intimated about the date of opening of financial bids.

11. Warranty:-

- (i) There should be minimum two years comprehensive warranty covering all parts and labour **except the consumable items**. The bidder will have to undertake comprehensive maintenance of the entire equipment including hardware, software, equipment & accessories at the site of installation.
- (ii) Warranty period will start from the date of satisfactory installation/commissioning of the equipment in the respective laboratories.

12. Comprehensive Annual Maintenance Contract (CAMC):-

- (i) The bidder should give an undertaking that they will be responsible for Annual Maintenance of the quoted equipment. Rates of the Comprehensive Annual Maintenance Contract (CAMC) for a period of 8 years after warranty may be mentioned in the Financial Bid as under:-
 - a. For the equipments namely Digital Flash Point Apparatus, it is required to mention Comprehensive Annual Maintenance charges (CAMC) on **comprehensive basis**. i.e. covering all parts including hardware & software attached to the system and labour charges for eight years period after completion of warranty. **Rates of the comprehensive maintenance shall be mentioned in the Financial Bid only.**
- (ii) There should be minimum two visits (excluding breakdown service visit) in a year at regular interval of six months under AMC.
- (iii) The Calibration of instruments should be included with CAMC, and calibration certificate should be provided in each year of CAMC including warranty period from ISO:17025:2017 certified laboratory.

13. Terms of Payment:

No advance payment will be made for the supply of the equipment. Payment will be released within 30 days of satisfactory completion of full supply, installation, commissioning, demonstration, training and satisfactory performance of the equipment in the laboratories duly certified by the Incharge of the concerned laboratory. No interest shall be payable by the Government on delayed payment. Payment will be made direct to the supplier through Demand Draft/ Cheque / RTGS (Real Time Gross Settlement) against pre-receipted bill. No request for other mode of payment will be entertained.

14. Training:-

The supplier shall provide **on-site** training the laboratory officials of the respective laboratories, free of cost at the time of installation/commissioning of the equipment/ within warranty period. The training should be minimum for 3 days for the equipments namely Digital Flash Point Apparatus or upto the satisfaction of users whichever is later within warranty period..

15. Specifications:-

- (i) It must be ensured that the offers must be strictly as per required specifications of the tender. Printed technical literature, catalogue, leaflet, brochure etc. of the quoted model of the equipment reflecting technical specifications should be attached.
- (ii) Installation Qualification (IQ), Operational Qualification (OQ) and Performance Qualification (PQ) for equipment will be furnished by the supplier at the time of supply of the equipment.
- (iii) All the equipment shall be supplied with test certificate.
- (iv) Bidders will furnish a compliance statement of required specifications of the equipment in the format as per **Annexure-III**.
- (v) Similarly, the compliance statement for Terms & Conditions of the tender may be furnished as per format at **Annexure-II**.

16. Long Term Availability of Spares:-

All essential accessories required to operate the quoted equipment will be supplied by the supplier and their prices should be quoted separately in the financial bid. The bidder shall

guarantee the availability of spares for a minimum period of 10 years. The bidder shall guarantee that before going out of production of spare parts of the equipment covered under the contract even after 10 years, they shall give the buyer at least 12 months advance notice so that the later may order its bulk requirement of spares, if so desire. A certificate to this effect may be provided with Technical bid.

17. Force Majeure:-

- (i) Force Majeure means an event beyond the control of the supplier and not involving the supplier fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, common sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes.
- (ii) If a Force Majeure situation arises, the supplier should promptly inform the purchaser in writing of such conditions and the cause thereof within 21 days of occurrence of such events. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not preventive by the Force Majeure event.

18 . Acceptance/ Rejection of bids: The committee reserves the right to reject any or all offers Without assigning any reason.

19. Pre-qualification criteria:

- (i) In the tender, either the Indian agent on behalf of the Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender
- (ii) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product

20. Dispute settlement:-

The buyer and supplier shall make every effort to resolve any and all dispute amicably by direct informal negotiations. However, if any, disagreement or dispute arising between them under or in connection with the contract is not settled by amicable means, it shall be settled under the court of law within its jurisdiction at Delhi/New Delhi. The resultant contract will be interpreted under Indian laws.

Compliance statement of Terms & Conditions of Tender.

Tender Notice No.:-

S. No.	Terms & Conditions of the Tendered Document	Relevant Clause of the Terms & Conditions	State YES / NO / NA	Deviation from the Terms & Conditions with reasons for non-compliance.
1.	2.	3.	4.	5.
1.	State whether the bidder is original equipment manufacturer (OEM)/ authorized supplier/ distributor/ agent/ dealer.	2(i)		
2.	Whether the bid has been submitted by authorized supplier/ distributor/ agent/ dealer on behalf of OEM/Principal supplier. If so, whether the copy of the authorization/agreement has been submitted.	2(i), 4(i)		
3	Whether bidder has turnover of Rs. 36 lakhs consecutively for the last three years. Whether audited balance sheet of the last three years has been submitted.	2(ii)		
4	Whether the instrument will be delivered within one and a half months from the date of award of contract and installation/commissioning will be completed within two weeks from the delivery of the instrument.	4(iv) & (v)		
5	Whether the certificate stating that the firm has not been blacklisted in the last 5 years by Govt./Private institutions/public sector/autonomous has been submitted.	4(vi)		
6	Whether the bid for only one model of the equipment has been submitted.	4(vii)		
7	Whether the bidder will be able to demonstrate the quoted model of the equipment at mutually agreeable place.	4(viii)		
8	Whether the prices in the financial bids have been quoted in Indian Rupees on FOR destination basis .	5(i)		
9	Whether the price details have been furnished in Annexure-IV	5(ii)		
10	Whether the Price Reasonability Certificate has been furnished.	5(iii)		
11	Whether the price of the quoted equipment shall be valid at least for one year from the date of opening of technical bid.	6(i)		
12	Whether the list of the users of the quoted model has been submitted. Whether copies of 5 supply orders/ installation received during the last three years have been submitted.	7		
13	Whether the EMD have been submitted with the 'Technical bid'.	8(i) & (ii)		
8				
14	Specify the form of EMD, whether it is in the form of Demand Draft, Fix Deposit Receipt (FDR), Banker`s cheque or Bank Guarantee or through RTGS/NEFT. (Please mention Number, Date and	8(iii)		

	Amount of EMD).			
15	Whether the bidder is registered with the Central Purchase Organization (DGS&D), NSIC or Ministry of Agriculture/ Department of Agriculture and Co-operation. If registered, whether the exemption certificate is submitted.	8(iv)		
16	State the validity of exemption certificate.	8(iv)		
17	Name of the organization/department which has issued the exemption certificate.	8(iv)		
18	Whether the performance security @ 3% of the value of the contract will be deposited within the prescribed period, in case of award of contract.	9(i)		
19	Whether minimum two years comprehensive warranty is acceptable.	11(i)		
20	Whether an undertaking has been furnished in the Technical Bid that the bidder will be responsible for CAMC of the quoted equipment.	12(i)		
21	Whether the comprehensive AMC charges on Digital Flash Point Apparatus maintenance basis for the equipments for eight years after warranty have been mentioned in the Financial Bid.	12(i)(a)		
22	Whether the terms of payment are acceptable.	13		
23	Whether on-site training will be provided free of cost to laboratory officials for 5 days for Digital Flash Point Apparatus	14		
24	Whether the soft copy of the printed technical literature/catalogue/leaflet/brochure of the quoted model of the equipment has been submitted.	15(i)		
25	Whether IQ, OQ and PQ documents for equipments name will be submitted at the time of installation of equipments.	15(ii)		
26	Whether the equipment will be supplied with test certificate	15 (iii)		
27	Whether the compliance statement of the required specifications has been submitted in the prescribed format as per Annexure – III .	15(iv)		
28	Whether the compliance statement for Terms & Conditions of the tender has been submitted as per Annexure-II .	15(v)		
29	Whether all essential accessories required to operate the equipment will be supplied by the supplier. Whether their prices have been quoted in the Annexure-IV . Whether the supply of these accessories are guaranteed for 10 years. Whether a certificate to this effect has been provided in Technical Bid.	16		
30	Do you agree to settle the dispute, if any, as per clause 18 of the Terms and conditions of the tender?	18		

Annexure-III

Compliance statement for Technical Specifications

1. Name of the equipment

Sl.No.	Required Specifications	Specification of quoted model	Compliance whether YES or NO	Deviation, if any, with reasons
1.	2.	3.	4.	5.

Annexure-IV**Price details of equipment**

- (i) Tender Notice No. :-
(ii) Name of the equipment:-

(Amount in Indian Rupees)

Part-I

S.No	Item description	Unit price*	GST	Amount of custom duty/ excise duty (whichever applicable)	Total unit price	Discount per unit, if any	Quantity required	Total amount
1	2	3	4	5	6	7	8	9
	Complete Unit including attached accessories/ spares as per required specifications of the equipment				(3+4+5)			$[(3+4+5) - 7] \times 8$
	Prices of attached accessories/ spares be quoted separately							

*This amount should be inclusive of packing, transportation, loading/ unloading, cartage, octroi, freight, insurance, local taxes, installation, commissioning and training charges.

Part-II

S.No.	Description	Amount in Rs.
	Comprehensive Annual Maintenance Contract (CAMC) Details.(after warranty period)	
	a) Comprehensive maintenance charges for Digital Flash Point Apparatus	
	Ist Year	
	IInd Year	
	IIIrd Year	
	IV th Year	
	V th Year	
	VI th Year	
	VII thYear	
	VIII th Year	
	Total	

Signature of the bidder

Annexure-V

Instruments to be purchased through Centralized Purchase during 2023-24

S.No	Name of Instruments	RAL,Delhi	TOTAL
1	Digital Flash Point Apparatus	01	01

Annexure-VI

ADDRESS OF THE AGMARK LABORATORY

Sl.No.	Place of Laboratory	Address
1	Delhi	Regional Agmark Laboratory,W-6.Okhla Industrial Area,Phase-II,New Delhi-110020

Annexure-VII

MODEL BANK GUARANTEE FORMAT FOR FURNISHING “EARNEST MONEY DEPOSIT (EMD)”

Whereas.....
(hereinafter called the “tenderer”) has submitted their offer dated..... for supply of.....(hereinafter called the “tenderer”) against the purchaser`s tender enquiry No.....KNOW ALL MEN by these presents that WE.....of.....
.....Having our registered office atare bound unto.....(hereinafter called the “purchaser”) in the sum offor which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.
Sealed with the common seal of the said Bank this.....day of20.

THE CONDITIONS OF THIS OBLIGATION ARE:

- i. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- ii. If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:
 - (a) If the tenderer fails to furnish the performance security for the due performance of the contract.
 - (b) Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser upto the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
(Name and designation of the officer)

.....
(seal, name & address of the Bank and address of the Branch)

MODEL BANK GUARANTEE FORMAT FOR “PERFORMANCE SECURITY”

To

The President of India,

WHEREAS.....
..... (name and address of the supplier) (herein called the “supplier”) has had undertaken in pursuance of contract No.....
.....
To supply (description of goods and services) (herein called the “contract”)

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of(
Amount of the guarantee in words and figure), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or any of the contract documents which may be made between you and the supplier shall in any way release us from and liability this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall not be discharged by any change in our constitution or that of the Tenderer;

The Bank confirm that this Guarantee has been issued with observance of appropriate laws of the country of issue;

The Bank also agree that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of India courts at, India.

This guarantee shall be valid until the Day of20.....

.....
(Signature of the authorized officer of the
Bank.....

.....
(Name and designation of the officer)

.....
(seal, name & address of the Bank and address of the Branch)