



भारत-राष्ट्रीय पटसन एवं समवर्गी रेशा प्रौद्योगिकी अनुसंधान संस्थान
ICAR-NATIONAL INSTITUTE OF RESEARCH ON JUTE AND
ALLIED FIBRE TECHNOLOGY
भारतीय कृषि अनुसंधान परिषद



INDIAN COUNCIL OF AGRICULTURAL RESEARCH
12, रीजेन्ट पार्क, कोलकाता -700040 12, REGENT PARK, KOLKATA -700040

(आईएसओ 9001 : 2008 प्रमाणित संस्थान ISO 9001:2008 CERTIFIED INSTITUTE)

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ई-मेल E-Mail- nirjaft@vsnl.net, nirjaftdirectorcell13@gmail.com, वेबसाइट/Website: www.nirjaft.res.in

Tender No-7(2)/Adm- III/ Portable soil moisture meter/QE&I/Tender/18-19

Date: 07.07.2018

TENDER NOTICE

Instrument Name: Portable soil moisture meter

TENDER TO BE SUBMITTED: E-Tenders are invited through CPP Portal in **Two bid system** (Technical and Financial / Price)

EMD AMOUNT : Rs.20,000/- (quotation should not be valid without EMD)

CRITICAL DATES:

Date and Time for Publishing	10.07.2018 at 10:00AM
Document Download Start Date and Time	10.07.2018 at 10:00AM
Bid Submission start Date and Time	11.07.2018 at 10:00AM
Bid Submission End Date and Time	06 .08.2018 at 02:00PM
Date and Time for Opening of Bids	07.08.2018 at 03:00PM

The Tender document is available in Central public procurement portal www.eprocure.gov.in/eprocure/app (e-procurement). The Tender document is also available at our website- www.nirjaft.res.in/Tender. (Tender id: 2018_DARE_357801_1)

NOTE:

1. The Director, NIRJAFT may at his discretion extend this date by a fortnight and such extension shall be binding on Tenderers.
2. E-Tenders are to be submitted through the website www.eprocure.gov.in/eprocure/app. Tenders sent through any other mode will not be accepted.

Assistant Administrative Officer (Adm. III)



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INVITATION OF TENDER

E-Tenders in two bid system are hereby invited by the Director , ICAR, NIRJAFT , Kolkata from eligible bidders for the item(s) of given specification in the manner prescribed and terms conditions mentioned in the document. Bidders are requested to use the format prescribed for (a) Bid Covering Letter in Firm's letterhead (b) Price Bid quoted in the attached BOQ in .XLS format (c) Manufacturer's Authorization Letter (d) DD/Bank Guarantee for EMD furnishing and (e) Letter of Authority for Attending Bid Opening which are enclosed herewith.

Chapter-I : Instructions to Bidders

1. Definitions :

In this Documents, unless otherwise specified

- (a) "Purchaser" or "Consignee" shall mean this Institute or any of its Subordinate Establishment.
- (b) "Bidder" shall mean a person or a body or persons , duly registered (with up to-date validation, whenever renewal is required) with the appropriate authorities , wherever such registration is required for pursuing the profession / vocation/trade/commerce/manufacturing etc. And having good track records of paying various Sales/Service/Value Added Taxes/Excise/Customs Duties etc. to the appropriate authorities for a period to the satisfaction of the purchaser. A Bidder must have proven ability for supply of stores/undertaking the service, as the case may be.
- (c) "Stores" or "Service" Shall mean the goods /service listed in the schedule below and any inclusion / value addition shall be considered only with respect to the original specifications/ requirements.
- (d) "Bid" or "Tender" or "offer" or "Quotation" shall mean scanned copy of physically signed documented submission or response by the interested Bidder in the CPP portal in prescribed manner against the specified E-Tender Enquiry Notice or Request for Quotation floated by the Purchaser, subject to the restrictions as may be delineated hereunder.

2. Eligibility Criteria:

The firm should be a private proprietary/Joint partnership/limited/PSU or wholly owned govt. agency either. When a non- govt. enterprise, it should also have a valid current Trade License/Company Registration / other Registration from the respective local/statutory authority.

A bidder must have proven track record in supplying the specified item(s) either as a Manufacturer or Authorized Representative/Agent/Dealer in India, either of a Indigenous or Foreign Manufacturer/Principal, and should be financially sound and preferably having expertise as far as the technical aspects of the item(s) are concerned , if they are not the

manufacturer of the item(s). The bidder may, at the discretion of the purchaser, be required to submit the Balance Sheet/Profit & Loss Account at the subsequent time, if requested. For Service, the bidder must have proven capability and expertise and financial strength to provide such services as may be required in the Tender Document.

Provided further that the Bidders should have due registration in the name of their firms with the concerned Govt. authorities for sales Tax/ GST/Income Tax/TIN etc. and also furnish proofs of such documents along with proofs of clearing Income Tax/Sales Tax/Excise Duty/ Other Taxes and duties due to the Governments. The Bidders must have valid PAN/TAN Registration No. in their firm's name, with the Income Tax authorities.

Provided also that the Bidder(s) must not have any record of failure to bear the fiscal or Technical responsibilities/ Commitments undertaken/contracted by them on any previous occasion with the purchaser or any other Establishment or a Banking or Financial Institution.

3. Submission of Bids :

A) Bids received within due date & time on e-tendering portal only will be considered. Bids in any other form sent through any other mode will be rejected. The above Tender form may also be downloaded from the Institute's website www.nirjaft.res.in and CPP Portal <https://eprocure.gov.in/eprocure/app>. Bidders should enroll/ register in the e-procurement module of Central Public Procurement Portal through the website: www.eprocure.gov.in. Bidders should also possess a valid DSC for online submission of bids.

B) Bids shall comprise of the following :-

- i) Covering letter in the Firms Letterhead, for participation in Tender, clearly mentioning the Tender Reference**
- ii) EMD/Bid Security**
- iii) BOQ i.e. Price/Financial Bid-**

As spelt out hereunder, all kept together in a bigger sealed cover super-scribed as above.

i) COVERING LETTER in Firm's Letter head should be prepared using the format give below

(Annexure II)

ii) EARNEST MONEY DEPOSIT (BID SECURITY), as may be requested herein below in the shape of Demand Draft, or any valid certificate of exemption (NSIC registered SSI unit. No other certificate will be accepted in this regard), when the bidder intends to avail of exemption from EMD submission must be sent through post /submitted in person upto the bid submission end date to **DIRECTOR, ICAR-NIRJAFT, 12, REGENT PARK, KOLKATA - 700040**. A scanned copy of the DD should be attached in online bid as mentioned under technical bid.

The Bidders (except SSI unit having **valid registration** with the National small Industries corporation **as per Central Govt. rule**) must pay the Bid Security (Earnest Money Deposit) for **Rs 20,000/-** must be deposited in the form of demand draft only drawn in favour of **ICAR NIRJAFT** and payable at any Nationalized Bank in Kolkata sent through post /submit in person in original up to the bid submission end date. A scanned copy of the DD should be attached in online bid as mentioned under technical bid. The Tender will not be considered if the Earnest Money by means of demand draft is not reached this office up to the bid submission end date or if the details of the DD does not match with the uploaded scanned copy of the DD. ICAR-NIRJAFT shall not be held liable for late receipt of

EMD due to postal delay or other reasons. No other form of deposit will be accepted. No interest will be calculated on EMD.

Provided that the Bid Security/Earnest Money Deposit will be liable to be forfeited, if the Bidder subsequently fails or appears to comply with the offer submitted. Or withdraws or amends impairs or derogates from the tender in any respect within the period of validity of the Tender; or within the period of validity of Purchase/work Order, if placed in due conformity of the said tender.

Provided further that the Bid Security/EMD will also be forfeited, if the bidder, after being issued with the Order, fails to furnish the requisite Performance Bank Guarantee/Security in the manner prescribe within the due date mentioned in the order.

The Bid Security/Earnest Money of all the unsuccessful tender will be returned, after expiry 30/60 days of the final bid validity period and award of the Contract, or at an early date as may be deemed fit by purchaser. The Earnest Money of the successful bidder shall be returned only after the requisite performance Bank Guarantee/Security is furnished in appropriate after full compliance of the order , including Warranty period. No Interest will , however , be paid on the Bid Security/Earnest Money Deposit .

iii) TECHNICAL BID is to contain the relevant Technical specifications and allied commercial term details are required enquiry documents.

TECHNICAL BID should contain details of at least following information/documents/contents (**excluding price and its break – up**) to be submitted in Firm's Letterhead (in a Sealed cover only) beside all other things :

- Name & Address & Particular of the Applicant/Firm/Company/Society/Agency (attach copy of currently valid Company Registration/Trade License document)
- **Original Manufacturer's Certificate from foreign principal where Bidder is an Indian Agent with other documents (see Clause 2 above)**
- A complete list of clients along with value of contract executed and as authorized representative, has supplied , installed and satisfactory commissioned and provided after sales service for similar equipment in the last three years which must be satisfactory operation for at least one year on the date of in the last three years which must be satisfactory operation for at least one year on the date of bidding.
- Proof of Financial capability for the last 3 years (self attested copies of the audited accounts for the period and IT Clearance Certificate showing minimum annual turnover of Rs.40 Lakh
- Attested copies of GSTN, profession Licenses, PAN Card , Income Tax Deposit proofs>Returns etc.
- Undertaking/Declaration to accept payment , if selected through Electronic Fund Transfer method along with specific scheduled commercial Bank Account Information, Viz. Name of the Bank and Branch, Address, type of Account No, IFS Code, SWIFT Code (For foreign Exchange payment), MICR Code and PAN No.
- **Detailed Technical Specification with following details:**
 - i. Technical supporting documents as per specifications mentioned in the tender document: Detailed Technical Specification with literature drawings, **Make & Model (if any), Catalogue/ Brochure** of the item quoted as documentary evidence.
 - ii. Payment Terms [Preferred terms will be CIF or FOB for imported items (Bid price indicated in different currencies shall be to INDIAN Currency . Exchange

rate for foreign currency offered, if any, should be based on selling exchange rate(s) of Reserve Bank of India as on the closing date for calculating the cost of the instruments] and delivery at site ó see clause (8) below

- iii. Country of Origin (In case of imported item)
- iv. Delivery Terms and Port of Shipment (Part Shipment is not accepted) For imports, port of Shipment should be indicated (In case of imported item)
- v. Mode of Transports & Carrier (In case of imported item)
- vi. Insurance Coverage (In case of imported item)
- vii. Confirmation of penalty/Liquidated Damages, Recoveries from payment due ó see clause (14 & 15) Below.
- viii. Assured , properties, spares, furnishing Operation/Service Manuals ó see Clause (16 ó 17 & 21) below
- ix. Guarantee and warranty ó see clause (18 ó 19) below

It may be noted that for any of the above clauses, if not otherwise expressly opted/mentioned in your quotation, our terms & conditions shall be deemed to be accepted by you. The purchaser may, at its discretion , opt to seek clarification on any of the above point form the bidders. Alternative Bid shall not be considered.

iv) PRICE BID: A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download to BOQ file, open it and complete the unprotected Cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidders should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- C) Provided that a tender will be liable to rejection by the purchaser if,
- a) It is not accompanied by the requisite amount of Bid security/Earnest Money Deposit in the prescribed manner, if any, for the respective Tender, as respective in the Tender Document
 - b) It does not match with the required specification or it become impossible to ascertain the quality/stander of the stores/ Services offered due to absence and/ or inadequacy technical literatures, or.
 - c) It is not submitted in a two óbid system , where two- bid system has been specifically mentioned in the Tender Documents: or
 - d) It is not submitted within the due date and time or,
 - e) It is not submitted in a properly issued Tender form , except that where different models/variants of the stores of a single nomenclature are to be quoted , suitable technical/ commercial officers should be attached with proper reference in the Tender form or,
 - f) It is noticed that stores of different nomenclatures are quoted using the same form , or.
 - g) It appears that the documentation of the bidder(s) is/are insufficient to establish their integrity or reliability, or
 - h) It contravenes in any manner, to any of the stipulations, conditions or provision of the documents or notices of the purchaser.

Provided further that the purchase , may at its discretion , at any stage, before or after the evaluation of the offers as may be received, choose to cancel the present tender process or extend or after the closing and opening and schedule or proceed to re-tender without assigning any reason whatsoever.

Online Bid Submission Details

Online Bid Submission:

The Online bids (complete in all respect) must be uploaded online in Two Covers as explained below:-

COVER - 1 (Following documents to be provided as PDF file)			
S. No.	Documents	Label Content	File types
1	Technical Bid	Scan copy of the Form mentioned on Annexure-I duly filled up.	.PDF
2		Scan copy of Tender Covering letter (Annexure-II)	.PDF
3		Scan copy of Earnest Money Deposit of by way of Demand Draft Or Scan copy of certificate for EMD exemption, if claiming	.PDF
4		Scan copy of Manufacturer certificate/ Authorization from Manufacturer certificate	.PDF
5		<ul style="list-style-type: none">• Technical supporting documents as per specifications mentioned in the tender document: Detailed Technical Specification with literature drawings, Make & Model (if any), Catalogue/ Brochure of the item quoted as documentary evidence.• Technical Compliance Sheet• Payment Terms [Preferred terms will be CIF or FOB for imported items (Bid price indicated in different currencies shall be to INDIAN Currency. Exchange rate for foreign currency offered, if any, should be based on selling exchange rate(s) of Reserve Bank of India as on the closing date for calculating the cost of the instruments] and delivery at site• Country of Origin (In case of imported item)• Delivery Terms and Port of Shipment (Part Shipment is not accepted) For imports, port of Shipment should be indicated (In case of imported item)• Mode of Transports & Carrie (In case of imported item)• Insurance Coverage(In case of imported item)• Confirmation of penalty/Liquidated Damages, Recoveries from payment due.• Assured , properties, spares, furnishing Operation/Service Manuals• Guarantee and warranty	.PDF
6		Scan copies of GST Registration Certificate.	.PDF
7		Scan copies of PAN Card	.PDF
8		Scan copies of Income Tax Deposit proofs>Returns	.PDF
9		Copy of currently valid Company Registration/Trade License document	.PDF
10		Scan copy of complete bank details for e-payment : Account Information, Viz. Name of the Bank and Branch, Address, type of Account No, IFS Code, SWIFT Code (For foreign Exchange payment), MICR Code and PAN No.	.PDF
11		Certificate mentioning whether black listed or not.	.PDF
12		Balance sheet showing annual turnover of last 03 years showing minimum annual turnover of Rs.40 Lakh	.PDF
COVER - 2			
1	Financial Bid	Price bid (BOQ) attached in CPP portal in .XLS format must be filled in.	.XLS

4. Closing Date :

Duly completed Tender should reach on or before **02:00PM on 06.08.2018 through CPP Portal** as mentioned in this document. **NIRJAFT is not liable for any postal delay for receiving of EMD.**

5. Opening of Bids :

Tender (Technical Bid) shall be opened at 07.08.2018 at 03:00PM. The venue , date and time may be changed at the discretion of the purchaser. EMD shall be scrutinized on opening of the Tender, where prescribed. Technical Bids will be opened first, subject to fulfilling EMD requirement, if any.

6. Evaluation of Bids :

Price bids of those bidders will be evaluated only whose compliance of Technical parameters as well as General and commercial terms through Technical bid evaluation is established. The purchaser shall have full right to seek clarification from the participating vendors at any stage after or before opening of the price bids. For the purpose of evaluation , the final price(s) will be derived after adding all price /tax/duty/cess/surcharge or like components quoted/applicable or applying the discounts offered, if any (including price preference if applicable).

Chapter – II : Conditions of contract

7. Price Determination :-

The price should be the net value comprising Ex-work price, packing & handling charges, Freight & insurance on door delivery basis.

Delivery of goods from station(s) within the greater Kolkata Metropolitan area should generally be free up to the purchase premises. Freight/ Transportation cost upto the destination., if dispatched from a station of outside the Great Kolkata Metropolitan Area , may be (if necessary) included in the bid price in CIF or FOB value. For the goods to be supplied from abroad, clearing , handling and local transportation charges from Kolkata Airport to NIRJAFT will be paid in Indian Currency. Insurance charges if required, may be quoted separately.

The Bidder must indicate the application rate of Central/State Excise Duty/ Service Tax/GST for the item(s) offered and these will be quoted separately in the offer and vender has proper tax registration in the this regard. **However the purchase is exempted from paying central custom and excise Duty for which the emption certificate will be made available with the purchase order** if necessary GST/Central sales Tax will be paid at the applicable rate at the time of payment but not before the actual delivery and satisfactory acceptance/ installation of the stores. **For good manufactured outside the purchaser's country, the supplier shall be entirely responsible for paying all taxes, stamp duties, license fees and other such levies imposed outside the purchaser's country.**

The bidder should clearly confirm all the facilities exist in his factory for inspection and testing and the purchasers may be allowed for inspection.

8. Payment Terms :

For goods supplied/services rendered, the purchaser will prefer, in the following sequences to pay the seller :-

- i) **For the items to be supplied from India** : within a reasonable period, say, 30 days after actual delivery against pre & receipted invoice/ bills submitted in triplicate along with proof of delivery(challan), certificate of acceptance and satisfactory installation and functioning of Instrument.
- ii) **For the items to be supplied from outside India** : thought letter of credit on CIF or FOB value, 80% on receipt of dispatch documents and 20% after satisfactory installation and functioning of the instruments . Delivery charges etc. on door delivery will be paid in Indian currency for imported items. **No Agency Commission will be paid.**

9. Period of delivery :

For indigenous items : the instruments to be ordered for supply should be delivered at NIRJAFT,12, Regent Park, Kolkata & 700040, West Bengal, India within 45days of placing order.

For the items to be supplied from abroad : with in 120 days of opening of letter of credit.

It the bidder fails to supply the stores/perform job within the above time schedule, the purchaser reserves the right to cancel the entire order or part thereof, without any reference , or to place order to another bidder for the same and identical stores/ jobs of equal quantity/ volume or a part thereof, before or after cancellation of the order or to forfeit the amount guaranteed thought the execution of the performance Bank Guarantee, if any, **if the delivery period as stipulated above is not acceptable to the bidders, the delivery period they should be clearly mentioned in their bid.**

10. Mode of Dispatch :-

For indigenous goods, by Rail/ Road as may be suitable.

For the goods to be supplied from abroad: on CIF (Cost, Insurance, Freight) Kolkata by Air / Port. Delivery shall always be preferred at Door, i.e. NIRJAFT, 12 Regent Park , Kolkata- 40, west Bengal , India. Consignment Clearing charges i.e. Delivery Order Fee, Airport charges, Transport, Insurance & Delivery and Agency Commission / Service Charges, Godown demurrage charge will be borne by the Supplier. Good will not be considered delivered until they are actually in buyer's possession. Delivery from Airport / Port to NIRJAFT door to door should be free of cost to be borne by the supplier. Good will not be considered delivered until they are actually in buyer's possession. Upon dispatch of the goods the supplier shall notify the purchaser and mail the following documents to the purchaser and Bank. Delivery should be made in accordance with the terms & place of delivery mentioned i.e. NIRJAFT, 12, Regent Park only. Equipment shall be at risk of supplier until delivery have been completed in full i.e. inspected on receipt at site.

- i) One original and two copies of Supplier's Invoice showing Order No. & date, goods description, quantity, unit price and total amount
- ii) Three copies of packing list identifying contents of each package
- iii) Insurance Certificate

- iv) Manufacturer's Warranty Certificate
- v) Manufacturer's Test Report
- vi) Certificate of Origin
- vii) Delivery should be made in accordance with the terms & place of delivery mentioned i.e. NIRJAFT, 12 Regent Park only

Viii) Equipment shall be at risk of supplier until delivery have been completed in full i.e inspected on receipt at site.

11. Validity of Offer:

For Indigenous goods, bid shall remain valid for **90 days** and for the instrument(s) to be supplied from abroad should be valid for **180 days from the closing date of submission of Tender** which may be extended at the request of the Purchaser. Validity offered for a lesser period than above may render the tender rejected.

12. Confirmation of Order :

Purchase/Work Order, if any, issued by the Purchaser, to the successful bidder must be confirmed by the seller/service provider within 7 days (Ten) days for indigenous items/20 days for supply from abroad from the date of issue of the Order. The Confirmation must be accompanied by the requisite Performance Bank Guarantee, where applicable, in the due manner. The order shall come into force immediately after the Purchaser receives the confirmation in the aforesaid manner. Failure to confirm an Order may be deemed to be a violation of the bid and may lead to the forfeiture of the Bid Security.

13. Performance Security:

The successful bidder awarded with the Order shall have to submit, either by itself or by the local Indian Agent, a Performance Security in the shape of Bank Draft/Bank Guarantee @ 10% (Ten per cent) of the Order Value in equivalent Indian Rupee after delivery & satisfactory installation of the supplied items. **Performance Bank Guarantee must be made valid till the end of 60 days beyond the expiry of the all contractual obligations including the Warranty obligations calculated from the date of installation (for supplies and/or services).**

14. Penalty/Damages:

The Purchaser may, in deserving cases, fix/charge rate of penalty/damages to be recovered (in addition to forfeiture of/invoicing of Performance Security) from the successful Bidder, when the failure of the Bidder to comply with the order for supplying goods/providing services is likely to / has actually caused material/substantial losses to the due to delayed/mismatched supply of stores/inconsistent/negligent services. Depending on the nature and value of the goods to be ordered and the urgency of the requirement, a specific percentage (0.5% per week) of the delivered price of the delayed goods (or delayed services) for each week or part thereof delay, shall be payable by the bidder

15. Recoveries from Payments due :

The Purchaser shall have full right to recover any such amount as may be due from it by the Govt. Income Tax etc. as may be due under extant rules may also be deducted at source from your bills, if due and payable upon selection and order.

16. Assured Properties :

The properties of the stores/quality of the services offered should fairly match with the required ones. The bids should clearly contain the Physical/Electrical/Climatic Requirements or configurations for good/services offered and indicate the specific information, if any, on features of the stores relating to Energy saving/Durability/Eco-friendliness. The offers should also assure the suitability and /or durability of the stores/services in the climatic conditions in India. If selected and ordered, Goods must be manufactured/Services must be provided in strict compliance of the prevalent enactments/regulations/guidelines of the Govt./Other statutory authorities.

17. Availability of Spares :

Bidders should preferably specify the details about the availability of spares or repair/Annual maintenance services of the goods in India during and after the warranty. The Bidder, should enclose due authorization from manufacturer(s) about availability of spare parts/maintenance of the equipment.

18. Guarantee / Warranty Clause :

The Offer should contain specific Guarantee and/or Warranty clause(s)

19. Warranty Terms :

Minimum 12 (Twelve) months from the date of installation and satisfactory functioning should be allowed as Warranty Period. **Preference may be given at the discretion of the Purchaser, to bid offering a longer warranty coverage.** The Purchaser will not bear the cost of the item(s) which may come as Replacement of the original stores or spares as a result of faults noticed at the time of inspection or during the currency of the warranty period. The seller/Local Agent is required to eliminate the fault(s) occurring during the Warranty Period without delay by improvement or replacement as may be necessary at their own cost.

Cost of Extended Warranty beyond normal warranty period or for any Post Warranty Annual Maintenance Contract Service should be quoted separately.

20. Amendment of Bidding documents:

At any time prior to the deadline for submission of bids the Purchaser may amend the Bidding Documents by issuing addendum which shall be part of the Bidding Documents.

21. Operation / Service Manuals :

The Bidder shall have to make available, along with the Consignment, the Operating & Service Manual and valid calibration Certificate, if any (in English Language). Training should be imparted to the personnel of NIRJAFT by the supplier for operation and maintenance of instrument **free of cost** after delivery

22. Inspection, Testing and Acceptance:

Goods delivered will be inspected at the Purchaser's office and will be rejected if they do not conform to the standard, specifications and drawings prescribed. On-Site inspection may be allowed in deserving cases, particularly the job(s) proposed to be undertaken. Inspection of the goods or demonstration/test/trial-run of the equipment shall be done by the Purchaser at his end. Stores rejected on inspection/Test will have to be replaced by the seller free of cost and on any such occasion, if arises, all the charges for packing, forwarding/handling, shipping/transportation, Banking and also the charges for collection of documents, delivery at the Purchaser's premises, if any, plus all other charges as may be payable, must be borne by the Seller and/or their Local Representative.

23. Selection of the Bidder:

Selection of the Bidder will be done in accordance with the prescribed norms and rules of Indian Council of Agricultural Research/Government of India. Canvassing in any manner will render a bidder disqualified for consideration, at any stage in the process of tender evaluation. The Purchaser, however, reserves the right to seek clarifications on any aspect from the Bidder(s), if required. **The Purchaser, however, also reserves the right to reject/cancel any or all bids without assigning any reason therefore.** If any discrepancy has come to the notice of the authority regarding information/documents submitted with the bid, the bid will be liable to be rejected.

24. Interpretation & powers to Relax:

For any interpretation or clarification, if required, the Purchaser may be contacted. For any relaxation of the provisions envisaged herein, whether requested or not by a prospective bidder, the Purchaser will be the authority to relax.

25. Arbitration:

For arbitration of differences, if required, in case of consignments in India, the Director General, Indian Council of Agricultural Research, Krishi Bhavan, New Delhi-110001, India.

26. Settlement of Disputes:

Disputes, if any, as may be emanated from this bidding process/resultant contract, shall interpreted only under the relevant Laws of the Union of India and Jurisdiction for settlement of dispute, if arises any, shall be **KOLKATA, West Bengal, India.**

Chapter-III: Schedule of Requirements

27. Requirements: Bids are required for the following items under this Tender (s):-

Specifications of Portable soil moisture meter

1. Six independent moisture measurement sensors at different depth intervals on a vertical axis of one meter depth to measure moisture from all the depths at a time
2. Integrated soil moisture meter with 25 pin D-connector for sensor and PC connection
3. The measurement should be in volumetric soil moisture content ($\text{m}^3 \cdot \text{m}^{-3}$ or % vol)
4. Instrument should have the facility to feed user specific soil calibration inputs
5. Capable to store up to 5 user calibrations and its selection by the user for different soil type
6. Built in data storage facility and digital read out display (Up to 1000 or more)
7. Pre-calibrated fibre made access tube compatible with the probe
8. Compatible Auger with carry bag
9. Access tube insertion rod
10. Hammer for driving access tube insertion rod
11. Data Downloading Software
12. Spare battery
13. Instruction manual
14. Basic spares
15. Waterproof surface soil moisture sensor with
 - 0 to 100% soil water content,
 - Accuracy : $\pm 0.3 \text{m}^3 \cdot \text{m}^{-3}$ range ,
 - Power Supply of Meter : 9 V Battery,
 - Sampling Volume : 55mm diameter x 70mm length cylinder (Approx)
16. Soil Profile Probe with Sensing Depth : 10,20,30,40,60 and 100 cm (with individual sensor at each depth)
 - Sensitivity: 90%
17. Environmental compliance : IP67
18. Minimum Two Years Manufacturer's warranty should be provided & Preferably Three Years
19. Manufacturer should be ISO certified by any reputed international agency.

Instructions to bidders for filling up the BOQ:

If the total item/ some parts of the item is quoted in Foreign Currency.

- If the item/ some parts of the item is quoted in foreign currency then go to Sl. No. 1.01 (row 14) in the BOQ and select the desired currency from the dropdown list at column L. Select 'Full conversion' at column K. Mention the basic rate of the item / items in that currency at column M (including discount, if any). If any other charges/ taxes are also to be quoted in that foreign currency then also fill in the proper columns in that same row.
- For mentioning the rate of taxes/ charges to be quoted in Indian currency (INR) then go to Sl. No. 1.02 (row 15) and select the currency 'INR' from the dropdown list at column L. Select 'Full conversion' at column K. Fill in the proper columns of taxes/ charges in Indian currency. If some parts of the item is to be quoted in INR then also fill in the column M (Basic rate) in the same row (including discount, if any).

If the total item is quoted in Indian currency (INR)

- If the total item is quoted in Indian currency (INR) then go to Sl. No. 1.02 (row 15) and select the currency 'INR' from the dropdown list at column L. Select 'Full conversion' at column K. Mention the basic rate of the item (including discount, if any) at column M. Also fill in the proper columns of taxes/ charges in Indian currency. **There is no need to fill up the row 14 (Sl. No. 1.01).**

ANNEXURE-I

TENDERER TO FILL UP THIS PAGE (In the Letterhead of the Firm) and submit the scanned copy against the first label of the Technical cover.)

1 (a) Name of the Tenderer firm/ Organization/ Agency:

(b) Name of the Proprietor/ Partner:

2. Office Address of the Firm:

3. Telephone/ Mobile No. :

4. Fax No. :

5. E-mail Address:

6. Website address if any:

7. i) Trade License No:

ii) PAN No:

iii) GST No:

8. i) Firm's Bank Account No and Type of Account:

ii) Name of Bank & Branch:

iii) IFSC Code No:

9. Name of Public Sector/Govt. organization to whom similar services have been provided by the firm during the last four years:

10. Name of authorized representative(s):

11. Whether proprietary or partnership Firm or Company:

Signature of Authorized person of the
Firm/Agency with seal

Tender Covering Letter
(In Firm's Letterhead)

Ref. No.
To
The Director,
NIRJAFT 12, Regent Park,
Kolkata-700040
West Bengal India

Date :

Ref: Your Tender Notice No..... dtd.
For..... (Item)

We the undersigned have examined the above mentioned tender enquiry, document, including amendment Nodated (if any), the receipt of which is hereby confirmed We Now submit our offer to supply and deliver (description of goods and service)in conformity with your stipulated terms and conditions and neutral specification as in the attached Technical Bid, for the sum as shown in the schedule(s) of Price Bid, attached herewith and made part of this tender, along with the requisite EMD/Bid Security enclosed.

If our tender is accepted, we undertake to supply the goods and perform the service as mentioned above, in accordance with the mutually agreed delivery schedule as may be specified in your Order/Contract.

We further confirm that if our tender is accepted, we will provide you with a performance security of the required amount in an acceptable form in terms of your Tender, read with modification(S), if any, for due performance of the contract.

We agree to keep our tender valid for acceptance for a period up to.....required in the Clause 11, read with modification, if any, as may be specified in the Special Terms or for subsequently extended period ,if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period and also that our EMD/Bid Security shall be liable to be forfeited, if we withdraw from the tender or fail to abide by the contract terms in due manner, if selected, subsequently and within the above bid validity period.

We further confirm that, until a formal contract is executed with or Order is awarded on us, this tender read with your written letter of intent or acceptance thereof within the aforesaid period will constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above- referred tender enquiry.

Date this day of.....
For and on behalf of

Signature of Authorized
person with Company Seal
and date.

(Manufacturer's Authorization Form)

To
The Director, NIRJAFT
12, Regent Park,
Kolkata- 700 040.
West Bengal, India.

Dear Sirs,

Ref. Your Tender document Nodated..... ..

Webeing proven and reputed Manufacturers of
..... (name and description of the
goods offered in the tender) having factories/ office at hereby authorize
Mr./Mrs..... (name and address of the agent) to submit a tender, process
the same further and enter into a contract with you against your requirement as contained in the above
referred tender enquiry documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than M/s.....
..... (name and address of the above agent) is authorized to submit a
tender, process the same further and enter into a contract with you against your requirement as contained
in the above referred tender enquiry documents for the above goods manufactured by us .

We also herby extend our full warranty, as applicable as per clause 18 & 19 of the Conditions of
Contract read with modification, if any, in the Special Terms for the goods and services offered for supply
by the above firm against this tender document.

Yours faithfully, [Signature with date, name
and designation]
for and on behalf of M/s.....
[Name & address of the manufactures]

Note : This letter of authorization should be on the letter head of the manufacturer's and should be signed
by a person competent and having the power of attorney.

To
The Director, NIRJAFT
12, Regent Park,
Kolkata- 700 040
West Bengal. India

Subject: Authorization for attending bid opening on . (date) in the Tender No. ..For ..
 .

Sir,

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on Behalf of _____ (Bidder's name) in order of preference given below.

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Signature _____ specimen _____

1.

2.

Signature of bidder or Officer authorized to sign the bid Documents on behalf of the bidder.

Note :

- 1) Only one representative will be permitted to attend bid opening (Technical and Financial/Price Bid).
- 2) Permission for entry to the hall where bids are opened will be refused in case authorization as prescribed above is not produced.