



भाकृअनुप – राष्ट्रीय कृषि उच्चतर प्रसंस्करण संसथ  
नामकुम, रांची – ८३४ ०१०, झारखण्ड



ICAR National Institute of Secondary Agriculture

ICAR-NISA/2024-25/ WVTR/

Dated:08.01.2025

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

For and on behalf of the Secretary, ICAR, the Director, IARI-NISA invites online tenders under **Two Bid System** (Technical and Commercial Bid) on the prescribed in the tender document, from eligible bidders for supply, installation, testing & commissioning and on-site support for the equipment/goods listed below at ICAR-NISA, Ranchi for the purchase of the following stores as detailed in this schedule to tender. However, Director ICAR-NISA shall have the sole discretion/authority whether to purchase the below mentioned equipment or not at any point without assigning any reason whatsoever.

Sl. No.	Name of the Equipment/Goods	Qty.
2.	Water Vapour Transmission Rate (WVTR) Measurement System with accessories	1

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

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

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

Bidders are advised to carefully go through all the conditions and documents attached with this tender enquiry, before filling in the tender. All tender documents attached with the tender are sacrosanct for considering any offer as a complete offer. **All tender documents must be duly completed, signed by authorized signatory on each page and returned with the offer.**

(Signature of Bidder with Official seal) Purchase Officer, ICAR-NISA

## Chapter 1: Instructions to Bidders

1. **Name of Tendering Unit & Contact details** : Director  
ICAR - National Institute of Secondary Agriculture (ICAR - NISA)  
Namkum, Ranchi - 834 010, Jharkhand  
  
E-mail : director.nisa@icar.gov.in  
director.icar.nisa@gmail.com
2. **Earnest Money Deposit (EMD) and validity** : Must be deposited directly into the following account  
Name of the account : ICAR-UNIT-NISA  
Account number : 10379971148  
Bank & Branch : State Bank of India & Namkum  
IFSC Code : SBIN0009011  
  
Bidder shall intimate the UTR No. to the office in their technical bid for verification of the EMD deposit.
3. **Offer Validity** : Six months (180 days) from scheduled date of opening of tender.  
In the absence of any indication in the tender documents submitted, of the date up to which the offer has been kept valid, it shall automatically be considered to be 180 days from the date of opening of tender.
4. **Eligibility for Responding :**
  - i) Only those firms should respond who are the original equipment/goods manufacturers or their Indian subsidiaries or authorized dealers/distributors/agents of the stores specified in the tender specifications.
  - ii) Submit a case specific authorization certificate from the original equipment/goods manufacturer (in original ink signed) in the format enclosed **Annexure - 3.1**.
  - iii) Indian agents of foreign manufacturers/principal are allowed to participate in the tender subject to the following conditions in addition to ii above: -
    - a) Offers from firms whose business activities are limited to procuring items from manufacturers, both Indian and Foreign and supplying the same to the purchaser, and having no after sales service backup will not be entertained.
    - b) Where the quoting party/Indian representative claims to be subsidiary or branch office or an authorized representative or principal foreign manufacturer/supplier in India, then a copy of approval from RBI/Ministry concerned for operating business in India as subsidiary/branch/liaison or joint-venture may be submitted with offer.
    - c) The tenderer must have latest income tax clearing certificate /PAN no/TIN.
    - d) The tenderer must have latest GST clearance certificate
5. **Delivery requirement** : Installation and commissioning of the equipment/goods must be completed at our premises **within 90 days from the date of issue of purchase order (PO)**.
6. **Inspection after receipt of goods** : Inspection will be done by the designated committee in the presence of firm's representative. The successful tenderer will have to provide and arrange for technically qualified personnel at the consignee's location for joint inspection at their own cost. This/these personnel must be able to unpack, assemble and demonstrate the use of the equipment fully and identify each part/machines supplied. Any consumables that are essential for

installation, commissioning and demonstration of the goods/equipment will be provided by the supplier free of cost.

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

7. Compliance Statement : The firms must submit a statement of compliance to technical specifications in the format given in **Chapter IV** failing which their offer will be treated as incomplete and is liable to be rejected.
8. Guarantee/Warranty : **Five years comprehensive on-site warranty** must be provided by the OEM. Warranty period will start from the date of successful 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 same at consignee's location free of cost. In case any of the part of the equipment or the equipment itself is required to send back to the manufacturer, a bank guarantee equivalent to the cost of equipment is required to be submitted before lifting the store. All expenses in this regard will be borne by the supplier.
9. Performance Security : Successful bidder will have to submit a performance security of equivalent to **10% of the basic contract/order value (exclusive of the GST)** before the release of payment. The validity of performance security will be 63 months from the date of successful installation of the goods/equipment in the form of an unconditional Bank Guarantee in favour of Director, ICAR-NISA from any Commercial Bank in the prescribed format enclosed at **Annexure - 3.3**.
10. Liquidated Damages : In case the firm does not complete the supply within the agreed delivery period as per contract, liquidated damages @ 0.5% per week or part thereof subject to a maximum of 10% of the contract value will be charged. However, the Institute reserves the right to either further extend or cancel the contract after expiry of delivery date and recover the liquidated damages from the dues of the firm or by legal means.
11. Dispute settlement : Any dispute arising out of this contract shall be subject to the jurisdiction of Indian laws & court at Ranchi. Sole arbitrator shall be appointed by the Secretary, ICAR, New Delhi and his decision will be final and binding to both parties (Supplier and Purchaser).
12. Submission of the proposal : The tenderers must submit the tenders online in **TWO BID SYSTEM** i.e. bidders should submit **the technical and financial bids separately online**.
- (A) Technical bid should contain the following.
- i) Tender documents duly completed and signed but **WITHOUT INDICATING THE PRICES**.
  - ii) Statement of compliance to technical specifications in the format given in **Chapter IV**.
  - iii) UTR No. of the EMD.

- iv) Details of supplies of similar equipment to other government agencies along with copies of supply orders.
- v) Case specific authorization certificate from the original equipment/goods manufacturer in the format given as **Annexure - 3.1**.
- vi) Trade registration certificate from the RBI/Ministry/department concerned if any.
- vii) Latest income tax clearance certificate/copy of PAN card/TIN.
- viii) Self-Attested copy of GST.
- ix) All documents related with firm registration/partnership deed/articles of memorandum of association or proprietorship deed, certificate of incorporation should be attached.
- x) Undertaking to the effect that all the tender terms & conditions are acceptable to the bidder as per **Annexure - 3.2**.
- xi) Technical catalogue clearly highlighting compliance of the quoted model of the goods/equipment to all the technical specifications called for in the tender document.

(B) Financial/Price bid should contain the following.

- i) Details of rates, taxes, duties, discounts, if any, quoted by the bidder, should be submitted as per **bid document**.
- ii) Any documents in support of price bid.
- iii) Prices should invariably be quoted in INR.
- iv) In case of discrepancy between words and figures, the rates quoted in words shall be treated as final.

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

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

Price bids of only those offers which are found to be technically compliant by the designated committee.

The Bid shall be neatly arranged, clear and intelligible.

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

- i) Stage - I
  - a) Evaluation of Technical Bids to assess their suitability against the laid down parameters.
  - b) Tenderers must ensure that they enclose all original technical literature and detailed documentary proofs which specifically bring out the compliance of the equipment being offered against the specifications. If necessary, the Tenderers may be directed to give a presentation for evaluation by a technical committee constituted for the purpose.

- c) In case it is not possible to verify compliance of equipment as per technical bid due to lack of adequate documents, in original no reference will be made to tenderer and the bid will not be considered further and **treated as cancelled**.

ii) Stage - II

- a) The price bids of only those firms who are found compliant to the laid down specifications at stage I shall be opened, evaluated and considered further for financial evaluation.
- b) It is in the tenderers interest to include all relevant and detailed technical data as supporting documents along with their bid.

14. Mode of Payment : Release of payment to successful bidders towards the procurement of goods/equipment/machinery shall be made after successful installation, commissioning and demonstration to the satisfaction of the buyer.

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

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

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

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

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

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

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

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

19. **A legal agreement/contract shall be executed with the supplier/bidder by the institute before installation of goods/equipment/machinery in the format given at Annexure - 3.4.**

**Signature of Tenderer with office seal**

## Chapter 2 :Conditions of Tender/Contract

1. All annexures, attached with the tender document should be duly filled in and supported with requisite documents for considering any offer as a complete offer.
2. Director, ICAR-NISARanchi, reserves the right to cancel/reject any or all the tenders without assigning any reason.
3. EARNEST MONEY (EM) DEPOSIT: Must be deposited directly into the bank account mentioned at Sl. No. 2 of Chapter 1. No other form of deposit will be accepted. Technical bid without supported with earnest money, therefor will be rejected.

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

- a) No interest shall be payable by the purchaser on the EM deposited by the tenderer.
  - b) The EM deposited is liable to be forfeited if the tenderer withdraws or amends or impairs or derogates from the tender in any respect within the period of validity of his tender.
  - c) If the successful tenderer fails to furnish the performance security as required in the contract within the stipulated period, the **Earnest Money** shall be liable to be forfeited by the purchaser.
  - d) **EM**Depositof the unsuccessful tenders shall be returned after finalization of tender.
4. GUARANTEE/WARRANTY:
- a. Except otherwise provided in the invitation to tender the contractor hereby declares that the goods/equipment/machinery sold/supplies to the purchaser/consignee under this contract shall be of best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars mentioned/contained in the contract. The contractor hereby guarantees that the said goods/stores/articles would continue to confirm to the description and quality aforesaid for a period of **five (05) years** from the date of receipt of goods/articles/equipment in good condition at site by the consignees in case of supply contract and **five (05) years** from the date of installation and satisfactory taking over of the goods/equipment/machinery at site by consignee where installation and commission is involved and notwithstanding the fact that the purchase/inspection authority has inspected and/or approved the said goods/equipment/machinery or such if during the **five (05) years** the said goods/equipment/machinery be discovered not to confirm to the description and quality aforesaid or not giving satisfactory performance or have deteriorated and the decision of the purchase/consignee in that behalf shall be final and bidding on the contractor/seller and the purchaser shall be entitled to call upon the contractor/seller to rectify the goods/equipment/machinery or such specified period as may be allowed by the purchaser in his discretion on application made thereof by the contractor/seller, and in such an event, the above period shall apply to the goods/equipment/machinery rectified from the date of rectification mentioned in the warranty thereof, otherwise the contractor/seller shall pay the purchaser such compensation as may arise by reason of the breach of warranty therein contained.
  - b. Guarantee that they will supply the spare parts, if and when required during the entire period of warranty on the quoted price.

**NOTE :** In case of any discrepancy in the period of guarantee/warranty mentioned anywhere else in this tender document, the stipulations as mentioned in the Chapter 3 (specification of the equipment/ item to be purchased) would prevail.

5. **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 shall render

6. **Laws governing the contract:** The contracts shall be governed by the laws of India for the time being in force. The contract shall be interpreted in accordance with these laws.
7. **Jurisdiction of Court:**The court of the Ranchi shall have a Jurisdiction to decide any dispute arising out of or in respect of contract.
8. **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, its 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.
9. **Termination of contracts:**Time shall be the essence of the contract. The purchaser shall have the right to terminate the contract without any notice in part or in full in any of the following cases.
- a) The delivery of the material is delayed for causes not attributed to Force Majeure after the scheduled date of delivery.
  - b) The seller is declared bankrupt or becomes insolvent.
  - c) The delivery material is delayed due to causes of Force Majeure by more than reasonable time.
  - d) In case performance Security is not furnished within the time period specified by the purchaser.

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

10. Successful bidder will have to provide the original proforma invoice from the OEM (duly signed in ink), within 15 days of the date of receipt of purchase order, failing which purchase order will automatically stand cancelled without any further communication.
11. **Acceptance or rejection of offer:** Director ICAR-NISA, Namkum, Ranchi - 834 010, Jharkhand 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 of the PO.
12. **Page Numbering & Signatures:** Every page of the tender must be numbered and signed by the authorized signatory giving his/her name and designation below the signature.

**(Signature of Bidder with Official seal)**



## Chapter III: Schedule of Requirement

(THIS TENDER SET IS NOT TRANSFERABLE)

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

Sl. No.	Description of Goods	Reqd. Qty.	Bid Security Amount in ₹	Final (Project Site) Destination	Delivery Period
1.	Water Vapour Transmission Rate (WVTR) Measurement System with accessories	1	2,00,000/-	ICAR-NISA, Namkum, Ranchi	Within 90 days from the date of issue of PO

### B. Technical specifications

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

#### Serial No. 2:Water Vapour Transmission Rate (WVTR) Measurement System with accessories

1. Compliance with ASTM E96 ,GB1037 and can be selected in preset
2. Support both desiccant method and water method
3. 6 test stations and output 6 independent testing result in one test
4. Round test chamber
5. Automatic test temperature, RH and flow rate control throughout the test
6. Embedded temperature, RH and air velocity sensor and show real-time temperature, humidity and air velocity on tablet screen
7. Testing temperature range: 20~55±0.2 °C
8. Testing RH range: 10%~90%±1%
9. Standard test area: 33 cm<sup>2</sup> or more
10. 12" Tablet control powered by Windows OS
11. High accuracy analytic balance, accuracy 0.1mg or lower value, with balance sealed weighting facility to separate balance from test chamber to avoid balance damage or unreliability
12. Weight the dish assembly periodically and analytic balance automatic re-zero before each weighing
13. Having Buoyancy correction and wet resistance correction
14. Reference film for calibration
15. Having Auto mode and Manual mode to meet different testing requirement
16. Test dish adopts advanced seal design and is produced with special high-strength and lightweight alloy, wear-resistant and corrosion-resistant
17. Provide special tools to assemble and disassemble of test dishes
18. Provide High-efficiency mist-free humidity generator for the tester
19. Drying of carrier gas(compressed air) by long Service-life Desiccator (unnecessary to replace inner core)

## Chapter IV :Statement of Technical Bid

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

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

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

Signature of Tenderer with office seal

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

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

**Signature of Tenderer with office seal**

## Annexure II :Cheklist for Bidders

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

Sl. No.	Requirements to be checked before submission of the tender	Compiled (Please indicate) <u>Yes</u> after complying with the requirement)
1.	Earnest money Deposit (EMD) details have been enclosed.	
2.	Copy of trade registration certificate from the RBI /Ministry or department concerned in the case of foreign subsidiary firm	
3.	Enclose GST and PAN details	
4.	<b>Complete tender documents have been enclosed, after signature &amp; stamping on ALL pages.</b>	
5.	Proposal has been submitted in two bid system - Technical Bid & separate price Bid as per tender enquiry.	
6.	Offer validity as required in tender has been accepted & clearly mentioned in tender document.	
7.	Delivery Terms & Period as per tender have been accepted and mentioned in tender.	
8.	Payment Terms as per tender have been accepted and mentioned in tender.	
9.	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.	
10.	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.	
11.	Warranty terms as per tender accepted.	
12.	Annexure-II regarding compliance of all conditions mentioned in the tender form has been enclosed.	
13.	Free Training on use of equipment after supply, as specified tender, has been accepted in writing.	
14.	The tenderer has clearly mentioned in writing that business dealings with their firms have not been banned by any Govt./Private agency.	
15.	If the tenderer wants to mention any specific condition, it must be mentioned on the covering/forwarding letter only which will be placed on the first page of the technical bid. Such condition mentioned in any other document shall not be given any consideration.	

**Signature of Tenderer with office seal**

## Annexure III: Proformae

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

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

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

To,  
Director,  
ICAR-NISA, Namkum,  
Ranchi – 834 010, Jharkhand

Subject : Authorisation towards tender no. \_\_\_\_\_ for supply, installation, commissioning and on-site support for \_\_\_\_\_ *[name of the equipment/goods]* at ICAR-NISA, Namkum, Ranchi, Jharkhand.

Dear Sir,

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

We also understand that the supply, installation, commissioning and warranty services for the aforesaid equipment/goods manufactured by us are required at ICAR-NISA, Namkum, Ranchi, Jharkhand. We intend to get the supply cleared, transported, installed through *[insert complete name, address, email and contact details including the contact person]*. We also extend our guarantee and warranty (on site) for a period of five years from the date of installation [5 years comprehensive guarantee/warranty] of the equipment/goods supplied by us through *[insert complete name, address, email and contact details including the contact person]*.

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

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

Title: *[insert title]*

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

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

Mobile No.

Email

#### **NOTE**

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

### 3.2 BIDDER'S UNDERTAKING

To,  
Director,  
ICAR-NISA, Namkum,  
Ranchi – 834 010, Jharkhand

TenderNo. : \_\_\_\_\_

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

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

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

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

We agree to abide by this bid for a period of 180 (one hundred and eighty) days after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

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

We confirm that stipulated Bid Security is enclosed herewith as a part of bid. The UTR No. of the deposit is \_\_\_\_\_ .

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

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

Dated this \_\_\_\_\_ (Date) Day of \_\_\_\_\_ (month) 202\_

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(Signature)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_ Signed

### **3.3 PERFORMANCE BANK GUARANTEE**

(on non-judicial paper of appropriate value)

## **FORMAT FOR SUBMISSION OF PERFORMANCE BANK GUARANTEE**

(on non-judicial paper of appropriate value)

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

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

To,

Director,  
ICAR-NISA, Namkum,  
Ranchi - 834 010, Jharkhand

Dear Sir,

In consideration of the ICAR-NISA, Namkum, Ranchi - 834 010, Jharkhand (hereinafter called "NISA") having offered to accept the terms and conditions of the proposed agreement between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "the said contractor(s)" for the work \_\_\_\_\_ (hereinafter called "the said agreement") having agreed to production of an irrevocable and unconditional Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

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

obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by ICAR-NISA against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the ICAR-NISA or any indulgence by ICAR-NISA to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We \_\_\_\_\_ (indicate the name of the Bank) lastly undertake not to revoke this Guarantee except with the previous consent of the ICAR-NISA in writing.
8. This Guarantee shall be valid up to \_\_\_\_\_ (63 months from its date of issue) unless extended on demand by the ICAR-NISA. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

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

For \_\_\_\_\_

Granted by the Bank

Yours faithfully



**3.4 CONTRACT AGREEMENT**  
(on non-judicial paper of appropriate value)

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

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

BETWEEN

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

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [*insert brief description of Goods and Services*] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [*insert Contract Price in words and figures, expressed in the Contract currency(ies)*] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

Instruction to bidders	- Annexure 1
Conditions of Tender/Contract	- Annexure 2
Technical Requirements (including schedule of requirements and technical specifications)	- Annexure 3
The Supplier's bid and original price schedules	- Annexure 4
The Purchaser's Notification of Award	- Annexure 5
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

For and on behalf of the Supplier

\_\_\_\_\_

\_\_\_\_\_

In presence of

In presence of

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

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

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

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