

*ACHARYA N. G. RANGA AGRICULTURAL UNIVERSITY*  
*Regional Agricultural Research Station, Palem-509 215*  
*Mahabubnagar Dist., A.P.*

**TENDER NOTIFICATION**

**No.1671/ADR/RARS/PLM/Tender/2011-12**

**Dt. 27-1-2012**

Sealed tenders are invited for purchase and installation of one number of WHOLE GRAIN ANALYSER (NITA) at Regional Agricultural Research Station, Palem-509 215, Mahabubnagar Dist. The tender form containing terms and conditions for supply of the above equipment along with specifications and EMD to be paid, may be obtained from the Associate Director of Research, RARS, Palem during **10.00 A.M. to 4.00 P.M.** on any working day in person from **28.1.2012 to 10.2.2012** on payment of non-refundable amount of Rs. 500/- + Rs. 100/- (for inland postage) by way of crossed D.D. in favor of the **Administrative Officer, RARS, Palem, payable at SBH, Nagarkurnool**. Tender form may also be downloaded from University website and the Tender application Fee of Rs.500/- has to be paid at the time of submission of Tender form. Sealed tenders should reach the Associate Director of Research at the above address on or before **15.02.2012 by 1.00 P.M.** which will be opened on the same day at 2.00 P.M. before the tenderers.

**ASSOCIATE DIRECTOR OF RESEARCH**

**ACHARAYA N. G. RANGA AGRICULTURAL UNIVERSITY**  
**Regional Agricultural Research Station, Palem-509215**  
**Mahabubnagar Dist., Andhra Pradesh.**

Telephone : 08540-228646

Gram : AGRIVERSITY

SCHEME

AICRP on Sorghum,  
Regional Agricultural Research Station,  
Palem-509 215, Mahabubnagar District

BID REFERENCE

Sorghum/ADR/RARS/PLM/Tender/  
2011-12

DATE OF COMMENCEMENT OF  
SALE OF BIDDING DOCUMENT

**28.01.2012 to 10.02.2012**

LAST DATE AND TIME FOR  
RECEIPT OF BIDS.

**15.02.2012      13.00 HOURS**

TIME AND DATE OF OPENING BIDS.

**15.02.2012      14.00 HOURS**

PLACE OF OPENING BIDS

Regional Agricultural Research  
Station, Palem-509 215,  
Mahabubnagar Dist.,

ADDRESS FOR COMMUNICATION

Associate Director of Research  
Regional Agricultural Research  
Station, Palem-509 215,  
Mahabubnagar Dist.,

## **SPECIFICATION OF WHOLEGRAIN ANALYSER (NITA)**

- ❖ Near infrared Transmittance analyser for straight determination of protein, fibre, oil, starch, moisture, amino acids etc. in whole grains, without grinding of samples, directly on the original sample of rice, maize, wheat, millet, pulses and oil seeds etc., with a system to divide the sample into sub-samples automatically.
- ❖ Instrument should be rugged, dust and waterproof, vibration tolerant with automatic data recording system.
- ❖ The optical system should contain scanning, grating monochromator 570 - 1100 nm(Including Colour Range).
- ❖ Analysis time approx. 1 minute for a sample.
- ❖ The instrument to be supported by a flexible software package providing routine analysis, calibration and statistic with all essential accessories, built-in-multigrain cell & variable cell (6-33 mm).
- ❖ Instrument should have a built-in computer with HDD, FDD and keyboard in a single sealed unit, outlier function for calibration should be built-in, system should be able to handle Artificial Neural Network calibrations.

Tender form No. \_\_\_\_\_

**ACHARYA N G RANGA AGRICULTURAL UNIVERSITY**



**BIDDING DOCUMENTS  
FOR  
WHOLE GRAIN ANALYSER**

**AICRP on Sorghum  
Regional Agricultural Research Station, Palem-509215  
Mahabubnagar Dist., Andhra Pradesh.**

## **Annexure – A**

(Annexure to Tender Form)

Specification of the material to be supplied

- |                           |  |
|---------------------------|--|
| 1) Item of specifications | As enclosed  |
| 2) Quantity required      | (1 Number only)  |
| 3) Rate (to be quoted)    |  |
| 4) Place of delivery      | Associate Director of Research<br>Regional Agricultural Research Station<br>Palem-509 215<br>Mahabubnagar Dist., |
| 5) Period of delivery     |  |

## **Annexure – B**

(Annexure to Tender Form)

### **Submission of Tender and Deposit of earnest money**

1. Tenderers must fill in their rates in this tender form and return it duly signed in token of their acceptance of the conditions laid down herein.
2. Tenders should be written legibly in ink or type written. No alterations should be made to any of the terms and conditions of the tenders by scoring out, altering or overwriting, Similarly no alterations are permitted in the rates quoted by them. No alterations will be allowed after the tender is received by this Office. Ambiguity must be avoided in filling the tenders. However, any corrections etc., made will have to be duly attested with dated signatures and official seal. The tenders not complying with these conditions will be rejected summarily.
3. Tenderers are required to deposit 10% of the total equipment cost specified in tender notice as **Earnest Money** with the university by a crossed Demand Draft on any Scheduled Bank in favor of Comptroller, Acharya N. G. Ranga Agricultural University, payable at Hyderabad.
  - a) All offers without earnest money will be rejected
  - b) Request for adjustment of pending bills/deposits, if any, towards earnest money / security deposit will not be entertained.

Note: Cheques, Government security (stock certificates, bearer bonds, promissory notes, cash certificates etc..) will not be acceptable.

4. The tenders not conforming to the prescribed terms and conditions of the Agricultural University or conditional Tenders or Tenders which cannot adhere to the prescribed time schedule are liable for rejection.
5. Samples of the specified quality (with seal stamped on it) must be sent with the quotations, failing which tenders are liable for rejection summarily.
6. Only one kind of sample with rate will be entertained under each item.
7. The specifications and other conditions prescribed in Annexure – A of this Tender shall also be treated as part of these tender documents for all purposes.

#### **Validity of rates and other Conditions**

1. Warranty period for the goods shall be given for 12 months or more from the date of installation. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected / replaced material shall be extended to a further period of 12 months.
2. Bids shall remain valid for a period of 90 days or more from the date of opening of the bid prescribed. In exceptional circumstances, the purchaser may solicit the bidder's consent for an extension of the period of validity. The request and response shall be made in writing / cable / telex / fax / e-mail.
3. The validity of the tender will extend for a period of twelve months from the date of placing the initial order and it shall be open to the ANGRAU to place the orders with the suppliers on the same rates, terms and conditions for any additional quantities likely to be recurred during that period.
4. The bidders shall seal the original and two copies of the bid in separate inner envelopes duly marked as "Original" and "Copy" and place all the envelopes in an outer envelope.
5. The inner and outer envelopes shall bear the following address:

Associate Director of Research  
Regional Agricultural Research Station  
Palem-509 215  
Mahabubnagar Dist.,
6. It should also bear the reference of the Invitation for bids mentioned in the advertisement, and a statement "DO NOT OPEN BEFORE.....14.00....ours on 15.02.2012.
7. The inner envelopes should also contain the name and address of the bidder.
8. Telex, cable, e-mail or facsimile bids will be rejected.

9. Bidding Documents must be received by the purchaser at the address specified not later than the time and date specified in the invitation (Notification) for bids. In the event of the date specified being declared as a holiday for the University, the bids will be received up to the appointed time on the next working day.
10. The Bidder's representatives who are present shall sign in the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the University, the bids shall be opened at the appointed time and location on the next working day.
11. During evaluation of bids subsequent to opening, the University may at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in the bid will be entertained.
12. The purchaser's evaluation of the bid will take into account, in addition to the bid price (Ex-factory / ex-warehouse / off – the – shelf price of goods offered in India. Such price should include all duties and taxes paid or payable on components and raw material incorporated in the goods, excise duty on the finished goods, if payable, and price of incidental services like cost of inland transportation, ex-factory, from the port-of-entry, insurance and other costs within India incidental to the delivery of goods to their final destination. Delivery schedule offered in the bid, deviations in payment schedule from that offered and availability in India, of spare parts and after-sale services for the equipment offered in the bid shall also be taken into account.
13. The estimated time of arrival of the goods at the project site should be calculated for each bid after allowing for reasonable transportation time. Bids offering delivery beyond four months of stipulated delivery period will be considered only with respect to bulky imported items.
14. Payment for imported goods shall be made by opening Foreign Letter of Credit in one of the authorized bank. **Payment of 80% of cost will be made after arrival of the equipment along with documents pertaining to the goods, including four copies of the invoice, insurance certificates, manufacturer's / supplier's warranty certificate, detailed operation and maintenance manuals and remaining 20% of the cost of equipment will be made after the installation & demonstration of equipment.**
15. ANGRAU has a valid certificate of registration from the Department of Scientific and Industrial Research (DSIR) for purpose of availing customs duty exemption in terms of Govt. Notification No.51 / 96 dated 23<sup>rd</sup> July 1996 and central excise duty exemption in terms of Govt. Notification No. 10 / 97 dated 1<sup>st</sup> March 1997 to the extent allowed.

## Acceptance of tenders

1. Tenders will be opened on specified dated in the presence of such tenderers as may be present. A decision with regard to acceptance of tender will be taken as soon as possible.
2. The successful tenderer (s) will be intimated by letter (s) or other means of communication and the tenderer (s) so informed shall be bound from the time of transmission of such acceptance by the University. Formal acceptance of the tender (s) will be forwarded to successful tenderer (s) in due course but it will serve merely as a confirmation of the initial information and shall not effect the time from which the offer is/are is bound by the contract(s).
3. The University is not bounded to accept the lowest quotations. Any or all the quotation may be rejected without assigning any reasons. It reserves the right of acceptance in whole or part of the offer made. The officer should justify with the reasons the superiority of the article than the articles of the lowest tenderer. He should furnish reasons on the comparative statement of the tenders. The officer will be personally held responsible for the deviations. The decision of the Acharya N.G. Ranga Agricultural University in the matter shall be final and binding on the tenderers.
4. The University may decide to split the order between two or more firms in a manner convenient to it.
5. Successful tenderers shall execute an agreement in accordance with these terms and conditions.

## Security deposits

1. The successful tenderer(s) shall, within 7 days after the university's written notice of acceptance of the tender which has been posted to him or them, deposit with Agricultural University a sum of 2% of the value of the goods required or the authority (University) may fix the amount according to the value of the tender as a security for the fulfilling of the contract. The earnest money deposit / security deposit shall carry no interest. The security to be deposited will be in addition to the earnest money deposit.
2. The University reserves the right to forfeit and confiscate earnest money deposit, should the successful tenderer fail to pay the security deposit which is required under the terms & conditions of this tender.

## Other contractual obligations

1. The contract shall not be capable of being varied except by written consent by both the purchaser and the supplier and the Agricultural University shall not in the absence of the specific written acceptance be bound by any provision of the supplier's quotations, offers etc., which purport to impose conditions, at variance with this contract.

2. The supplier shall not sublet or delegate this contract or part thereof without the written consent of the Agricultural University. Such consent shall not, however, be withheld unreasonably. But the tenderers may, without the consent of the Agricultural University, purchase material which he/they do not normally manufacture.
3. The supplier shall keep confidential all matters concerning this contract and comply with all reasonable security requirements. All drawings, blocks, specifications, manuscripts, samples etc., supplied by the Agricultural University and all copies thereof shall be returned to the University when their use is terminated. In no event, the supplier shall permit publicity concerning this contract without prior consent of the Agricultural University.
4. No undertaking or commitment given by or made by any officer of the University verbally or in writing does not have any validity unless it is signed again by the authority competent who concluded an agreement earlier.

### **Inspection and packing**

1. At all reasonable time during production and prior to dispatch of material, the supplier (s) shall afford and secure for the representation of Agricultural University every reasonable access and facility at his plant or premises for its inspection and making of usual tests on behalf of the Agricultural University, if so desired.
2. a) The supplier shall supply to the Agricultural University, on request, a report from time to time as to the progress of supplies. Any delay or anticipated delay will be reported at once together with the full reasons therefore.  
b) The responsibility of procurement of transport facilities and dispatch of the stocks in good condition and as per specification and in time / door delivery lies with the supplier and they must keep up the delivery schedule at any rate.  
c) The insurance should be done at the cost of supplier as the rate quoted is all inclusive for door delivery at the university office at Hyderabad.
3. Should the progress in supplies be delayed due to any cause beyond the reasonable control of the suppliers and whether such delay or impediment occurs before or after the time for dispatch, reasonable extension of time might be granted by agreement between the parties.
4. The suppliers shall insert in each case 3 copies of packing list, fully item wise to show case number, contents and full description of the contents. The concerned in-charge of the stores of the University at the receiving point will retain one copy with him and return the other two copies, duly signed to the suppliers who will append one copy of this packing list with invoices when sent to the concern for payment.

### **Supplies as per specification**

1. All supplies shall be to the description and to the specifications laid down and strict accordance with the approved samples. Deviation, if any should be clearly brought out failing which it will be normally construed that the materials offered are not to our requirements. Any special features may also be clearly brought out.

2. The decision of the University, however, shall be final as to the quality of supplies received and binding upon the supplier. In case, the supplier(s) supplies any other article other than what is ordered, such article supplied, not being approved, shall be liable to be rejected.
3. Should the University require any changes in specifications, the supplier shall use his best endeavor to comply with university's wishes subject to fair fixation of prices and delivery schedule where appropriate.
4. If at any time during the term of this contract, the plans of the university change for any reason, the university shall have the right to terminate or alter this contract by sending fifteen days notice to the supplier (s) by registered letter. In respect of such of the material which is complete and ready for dispatch, within thirty (30) days of such notice, the university agrees to accept deliver thereof at the contract price and terms.

### **Consequence of non-supply and damages**

1. All risks of loss, damage or depreciation to goods shall be upon the supplier until the material is delivered at the addresses specified and in accordance with the provision of the contract. Till the material is received at the respective destination indicated by the university, the property continues to be at the risk of the supplier(s). The mere fact that the material is delivered to transporter is no defense to the supplier and the supplier will be squarely held responsible for any delayed receipt of the material by the University or for loss or damage of any kind to the material in transit.
2. Assuming that the supplier fails to deliver any or all the material covered by the contract, the Agricultural University reserves the right in addition to other legal remedies, to cancel the contract or any portion thereof and hold the supplier liable for all damages sustained by the university by virtue of the supplier failing to perform the contract and consequent cancellation of the contract.
3. In the event of the supplies on failing to complete the supply in time or according to the approved specifications, the university reserve the right to make such arrangements as it may think fit for the completion of the supplies on account of and at the sole risk of the supplier.
4. In case the goods are not supplied according to specifications and it is decided to retain the inferior goods at the discretion of the university, the supplier will be entitled to receive the payment only at the rate fixed by the university after taking into consideration the unsatisfactory quality of the material supplied and not at the rates mentioned in the order.
5. The time allowed for delivery of goods shall be deemed to be the essence of the contract. In case the goods are not delivered within the stipulated period, the university reserves the right to recover the liquidated damages @ a sum equal to 2% of the contract price of the undelivered material per week subject to a maximum of 5% of the value of undelivered material. The University also reserves the right to cancel the purchase order in case supplies are delayed beyond the scheduled date of delivery and to make such arrangements as it may think fit for the completion of supplies on account and at the risk of the suppliers (s). The additional expenses thus

incurred together with the consequential losses and also the liquidated damages shall be recovered from the supplier out of his / their security deposit / earnest money deposit and any other amount due to him / them. The balance still, if any, payable by the supplier shall be paid by him/them within 7 days of notice by the Acharya N.G Ranga Agricultural University

6. All invoices shall be prepared in four copies and shall be signed by the supplier or his / their authorized agent. Every invoice shall bear a certificate to the effect that “*the material covered by the invoice has been inspected by the supplier before delivery and conform in every way to the contract specifications and is packed in accordance with the contract requirements and further that the invoice is correct in every respect and no other invoice has been rendered previously in respect of the article charged in the particular invoice*”. The invoices in triplicate shall be sent with L.R. / R.R. by registered post Ack. Due direct to the university if it is from outstations and they shall be presented personally if it is in Hyderabad. Hundred per cent payment shall be made with in 15 days against submission of the complete documents such as bills, packing, invoices, challans, respect of goods in good conditions and satisfactory performance as the destinations indicated by the University for supplies made as per accepted sample and specified quality. The payment of the bills shall be made by head of Office of the University at Hyderabad duly deducting the statutory deductions if any.

#### FORFEITURE/REFUND OF THE EARNEST MONEY DEPOSIT/SECURITY DEPOSIT

1. In case the selected Tenderer(s) does not supply the stores at the quoted rates within the period of contract and commits any breach of any one or more of these terms and conditions, the Earnest Money Deposit and Security Deposit money deposited by the Tenderer (s) will be forfeited.
2. Earnest Money of the unsuccessful Tenderer (s) shall be refunded within one month from the date of decision regarding the tenders. No interest is payable by the University on such deposit.
3. The Earnest Money and Security money deposited by successful Tenderer (s) shall be retained by the Agricultural University till three months after the expiry of the contract period, i.e., 12 months from the date of acceptance of the tender or the date on which the supply which may arise in consequence of repeat orders placed during the 12 months for which the rates quoted are to remain valid.
4. On due performance and satisfactory completion of the order in all respects during the contract periods, the Earnest Money Deposit and the Security Deposit will be refunded to the Contractor(s) without interest within a period of 3 months with effect from the date receipt of a request to this effect from the supplier(s).

## **SETTLEMENT OF DISPUTES**

1. Any difference or dispute arising out of or in connection with this tender or acceptance thereof or the contract that may be entered in consequence thereof, shall be decided by arbitration. The Chairman of the tender committee for purchase of the equipment, A.N.G.R. Agricultural University or his nominee shall be the sole arbitrator and the arbitrator's decision shall be final and binding on the parties. The Tenderer(s) will have no objection to such appointment on any ground whatsoever including that such nominee, in his official capacity dealt with this matter at any stage.
2. The parties hereby agree that in the event of any dispute no cause of action shall arise in their favor to approach any court unless they have restored to and exhausted the remedy of arbitration as envisaged above.
3. The parties also do hereby agree that the contract envisaged by these terms and conditions shall be deemed to have been entered into at Hyderabad and the courts at Hyderabad alone will have jurisdiction to try and legal proceedings which may arise out of this contract. Neither party shall file any proceedings in any other Court.

# ANGRAU FORM 36

## TENDER FORM

(To be used by the Tenders)

SI. No.	Date	Item	C.R. No.	Dated	Amount
1	2	3	4	5	6

- i) Closing date for sale of tender form
- ii) Closing date for receipt of tender forms
- iii) Date of opening sealed tenders

From :

To:

Associate Director of Research  
Regional Agricultural Research Station  
Palem-509 215  
Mahabubnagar Dist.,

No. Sorghum/ADR/RARS/PLM/TENDER/2011-12 due on .....

Ref: 1. Your tender Notice No. Sorghum/ADR/RARS/PLM/TENDER/2011-12 Dated.....

2. EMD – D.D. No. ....Dated.....for Rs.....

I/We have read the contents of the terms and conditions mentioned in your tender scheduled and its enclosures and agree to abide by the same.

I/We hereby offer to supply the articles prescribed in the schedule (or such portion thereof as you may specify on the acceptance of tender) at the price given below.

I/We agree to hold this offer open for a period of *twelve months* from the date of acceptance of tender and shall be bound by communication of acceptance dispatched within a period of 15 days from the date of opening of tenders.

I/We have also examined the requisite specifications of the material to be supplied and my / our offer is to supply the required material in accordance with the requisite specifications.

I/We have carefully considered all terms and conditions in Annexure A and B and particulars regarding settlement of disputes and we have signed the same in token of consciously accepting the same and do hereby state that we accept them without any reservations and accordingly I/We quote the rates inclusive of all taxes, duties, transportation, insurance etc., as below.



3. 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.
4. 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.

Brief particulars of the goods and services which shall be supplies/provided by the Supplier are as under:

SI. No.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS (CIF/CFR/FOB/FAC ETC.)

TOTAL VALUE :

DELIVERY SCHEDULE :

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said ..... ( For the Purchaser )

In the presence of .....

Signed, Sealed and Delivered by the

Said ..... (For the Supplier)

In the presence of .....