



GOVERNMENT OF INDIA
CENTRAL FARM MACHINERY TRAINING & TESTING INSTITUTE
(MIN. OF AGRIL. & FARMERS WELFARE, DEPTT.OF AGRIL. ,COOPN. & FARMERS WELFARE)
P.O. TRACTOR NAGAR, BUDNI (M.P.) 466 445
Phone-07564-234729, 234988, Fax- 07564-234743

Web: <http://fmttibudni.gov.in>

Email : fmti-mp@nic.in

FNo.:13-05/2010-Test Pt-II

Date 29-11-2019

GLOBAL TENDER NOTICE

An e-tender under two bid system, namely technical & commercial are invited through e-tendering process by online bidding on the CPP portal <https://eprocure.gov.in/eprocure/app> the Director; C.F.M.T.T.I. Budni from IS/I.S.O. certified manufacturers or the firms having experience for satisfactory fabrication, supply, installation & commissioning of following equipment, accessories for Loading Car of Cap 75 KN used for testing of an agricultural tractors as per procedure contained in Indian standards: IS-12226 & OECD Test Code-2.

S. No.	Description of Equipment Capacity	Qty.	Referred to Test procedure
1.	-Eddy Current Coupling(Water Cooled) Make: HEENAN/DYNAMATIC Model: WCS 2193 -Digital Controller Make: HEENAN/DYNAMATIC Model: EC-2000/Suitable	1Set	IS-12226-1995 & OECD Test Code-2

Consignee: DIRECTOR, Central Farm Machinery Training & Testing Institute, Budni (M.P.).

Desirable:

1. e-Tenders must be submitted in the prescribed tender format only, otherwise these are liable to be rejected.
2. Tenders must be submitted in **sealed covers super-scribing** the File Number as mentioned above and the description of equipment or as per the instructions / guidelines laid down in the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) and due date which in this case is **01/12/2019**
3. Two bid system will be followed.
4. e-tender are invited from manufacturer/authorized dealers for supply of Eddy Current Coupling(Water Cooled) and Digital Controller for **Self- Propelled Traction Load Car –Pull 75 kN(Maximum)** through online bidding on the website <https://eprocure.gov.in/eprocure/app> having digital signature certificate (DSC). The tender document can also be downloaded from <http://fmttibudni.gov.in> under the link - **Tender Notice 2019-20** on the home page. All the foreign vendors who are resident of countries other than India for participating in online tendering activity should follow the procedure as given in an Annexure-C.
5. The 'Earnest Money Deposit (EMD)' should accompany the technical tender document (bid) in the form of account payee demand draft in favor of Director, C.F.M.T.T.I, Budni (M.P.) payable at State Bank of India Hoshangabad, fix deposit receipt, bankers cheque or bank guarantee from any of the commercial banks or payment online in an acceptable form. The bidders are requested to re-validate the demand draft before the date of expiry till the completion of procurement process if required, otherwise it will be liable for rejection. The scan copy of DD or bank guarantee shall be uploaded on the portal and hard copy shall be submitted to the institute.
6. **Pre-bid Consultation:-** The firms those who are interested for consultation before to bid, a pre-bid Consultation will be given to them on **12/11/2019** regarding information on the requirements, specifications, drawings and demonstration of existing set-ups etc. The interested bidder may bring any demonstration by way of media, CD, pen drive etc.
7. The Government/Purchaser reserves all rights to cancel/reject any or all the tenders without assigning any reason whatsoever.

DIRECTOR

TENDER FORM(Technical)

Reference No.:

Date:

To be submitted by the bidder on or before due date, i.e.

Tender Document No:

Date : --/ -- /----

From: **M/s.** _____

To,

The Director,
Central Farm Machinery Training & Testing Institute,
PO- Tractor Nagar, BUDNI (M.P.) 466 445
INDIA

Sir,

With reference to your Tender Notice dated _____ we offer our rates for the supply, installation and commissioning of Self Propelled Traction Load car-Pull 80kN (Eddy current Dynamometer Coupling Based)

Objective: Eddy Current Coupling and Digital Controller are the loading device of Load Car of pulling cap 75 KN which is used for Drawbar performance testing of general purpose agriculture tractor as per IS – 12226 & O.E.C.D. Test Code-2, (Copy enclosed as Annexure –D)

Features: The Eddy current coupling and control unit of load car offered should be well compact designed which is to nbe equipped at middle chamber of Load Car.

Note: The new Eddy Current Coupling is being purchased to replace existing Eddy Current Coupling which is equipped in self propelled Load Car . The brief information of existing Eddy Current Coupling and Load Car is as under:

Name: Eddy Current Coupling

Manufacturer: Heenan Drives Ltd., Worcester(UK)

Type: WCS 2193/ PV/CA841505, S.No: F 37008

The brief technical specification of existing load car is as under:

- Power absorption: 0-150 KW(200HP)
- Speed: 0-10 m/s(22mph)
- Max speed: 12m/s(27 mph)
- Draw bar pull: 75 kN

The technical specifications of new Eddy Current Coupling WCS 2193 and Digital Control ECS 2000 is given in **Annexure-I**

N.B. If required, separate sheets may be added to give more technical details of equipments. These should be on the letter heads of the firm duly stamped and signed.

The above requirements and quantities have been assessed after actually visiting the site of installation & proposed for the systems and its layout plan. It is understood that the project is to be completed on turn key basis.

The cost of transportation, installation & commissioning and training of the systems has been included in the total

cost of the Tender- Nil

Detailed leaflets / technical literature of proposed equipment have been enclosed.

The guarantee / warrantee for the smooth functioning of the supplied systems shall be two years against any manufacturing defects.

Authorized Signatory

Name:-

Designation:

(*Authorized Signatory should be the same at all places in the Tender/Offer)

TENDER FORM(Financial)

Reference No.:

Date:

To be submitted up to 1.00 PM on the due date, i.e.....

Tender Document No:

Date : -- / -- /----

From: **M/s.** _____

To,

The Director,
Central Farm Machinery Training & Testing Institute,
PO- Tractor Nagar, BUDNI (M.P.) 466 445
INDIA

Sir,

With reference to your Tender Notice dated _____ we offer our rates for the supply, installation and commissioning of Eddy Current Coupling in Self Propelled Traction Load car-Pull 75kN (Eddy current Dynamometer Coupling Based)

S.No.	Name & Description of Test Setups/Equipment- each & every items.	Make & Model Type of equipment	Whether I.S.O. Certified company	Qty.	Unit Rate	Total Cost
1.						

N.B. If required, separate sheets may be added to give more technical details of equipments. These should be on the letter heads of **the firm** duly stamped and signed.

- i. The above requirements and quantities have been assessed after actually visiting the site of installation & proposed for the systems and its layout plan. It is under stood that the project is to be completed on turn key basis.
- ii. The cost of transportation, installation & commissioning and training of the systems has been included in the total cost of the Tender.
- iii. Detailed leaflets / technical literature of proposed equipment have been enclosed.
- iv. The guarantee / warrantee for the smooth functioning of the supplied systems shall be three years against any manufacturing defects.

Note-

1. The registered supplier on D.G.S&D/GeM, rate may clearly mention the items of rate contract in their tender enclosing copy of their rate contract.
2. The suppliers who are registered with NSIC (**National Small Scale Industries Corporation**) need not to submit bid security/earnest money deposit along with their tender. The certificate of registration **is to be** submitted.

Authorized Signatory

Name:-

Designation:-

(*Authorized Signatory should be the same at all places in the Tender/Offer)



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INSTRUCTIONS TO THE BIDDERS

1. The e-tender is to be submitted online in two parts i.e. **TECHNICAL AND COMMERCIAL TENDER/BID**, separately in two sealed envelopes. The sealed envelopes containing "Technical and Commercial" tenders/bid should be put in another large envelope super scribing "**Technical and Commercial Tender**" or as per the instructions / guidelines laid down in the Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>) and addressed to the **Director, Central Farm Machinery Training & Testing Institute, Tractor Nagar, BUDNI (M.P.) 466 445,India.**
2. **Technical Tenders:**
- 2.1 This tender should contain the technical specifications/ details of the offered equipment only and the earnest money deposit (EMD) amounting to value mentioned below, in the form of crossed non-interest bearing demand draft payable at State Bank of India, HOSHANGABAD (M.P.) (Branch Code : 0383) in favor of Director, Central Farm Machinery Training & Testing Institute, Tractor Nagar, Budni (M.P.), fix deposit receipt, bankers cheque or bank guarantee from any of the commercial banks or payment online in an acceptable form or bank guarantee issued from nationalized commercial bank.
- 2.2 The registered supplier on D.G.S&D./GeM, rate may clearly mention the items of rate contract in their tender enclosing copy of their rate contract.
- 2.3 The suppliers who are registered with NSIC (**National Small Scale Industries Corporation**) need not to submit bid security/earnest money deposit along with their tender. The certificate of registration is to be submitted.
- 2.4 **The bidders are requested not to furnish commercial detail in the technical bid. The commercial detail in the technical bid liable to be rejected.**
- 2.5 The bidder are requested not to use the word "Compliance" while furnishing the technical detail.

SNo.	Description of Item	Earnest money to be deposited along with technical tender
1.	<u>Heenan/Dynamic Eddy Current Coupling WCS 2193 and Digital Control EC 2000 (To be equipped in Self propelled-Traction Load Car of Cap 75 KN for Testing of Agricultural Tractors.</u>	3,000,00.00(Rupees Three Lakh Only)

3. **Commercial Tender:** This tender should indicate rates and other commercial terms & conditions. The rates should invariably be quoted for delivery at F.O.R. destination including the charges for installation and commissioning at consignee's site. All packing, forwarding, freight and insurance if applicable and other charges such as Taxes, duties etc. should also be clearly indicated along with commercial bid.
4. Price of the equipment offered should be firm till completion of installation and commissioning of the equipment.
5. The transit insurance, if applicable, will be the responsibility of the supplier and no separate charges will be paid for it.
6. The validity of offer should be for a minimum period of one year from the date of opening of commercial tenders and it must be expressed and specifically be indicated in tender. The validity of tender can be extended if needed.
7. The preferred time schedule/limit for installation and commissioning of each of the equipment at the respective consignee's premises should be clearly indicated in the tender.
8. **The successful bidder will be required to furnish a non-interest bearing Performance Security Deposit in the form of Bank Guarantee issued from the nationalized commercial bank in favor of Director, Govt. of India, CFMTTI, BUDNI, MP amounting to 5% of the total cost of order value (please see para 7 of Part-I of this document for details).**
9. **Pre-Bid Consultation:-** The firms those who are interested for consultation before the bid, a pre-bid consultation will be arranged on at CFMTTI, BUDNI to supply the information on

- technical requirements, specifications, drawings and demonstration of existing test setups etc.
10. **Failure and Termination:**
- a) If the supplier fails to install and commission the required equipment within the stipulated/scheduled time period, the Govt. of India, may without any prejudice to his right recover damages for breach of the contract or damages occurred during installation of equipment, recover from the supplier for damages by way of penalty, a sum equivalent to 2% (subject to maximum 10%) of the order. The contract would also be liable to be terminated accordingly.
 - b) If any equipment / stores or part thereof is found to be below the required specification or different as mentioned in the quotation, it will be summarily rejected and returned to the supplier at his expenses. If rejected material is not lifted within one month from the date of issue of the communication of rejection, the supplier will have to bear godown rent at the rates prescribed by the consignee.
 - c) Any dispute, arising out of the supply order / contract will be dealt as per terms & conditions of contract.
11. No negotiation will be carried out; however, the Purchaser/ Government reserves the right to resort to negotiation on price after completing the evaluation of commercial bids.
12. The Commercial bids of those tenderers/bidders who are technically qualified only be opened in the presence of interested bidders. The date and time of opening of Commercial bid will be intimated later.
13. Commercial bids prescribing any departure from the conditions set forth; conditional and also PRIMA FACIE ambiguous will be rejected.
14. Government reserves the right to reject any or all the tenders and also to cancel the entire process without assigning any reason whatsoever. **Government does not pledge to accept the lowest tender and reserves the right for accepting any tender without assigning any reason.** Late tenders and tenders prescribing any departure from the conditions set forth above are liable to be rejected.

Note: The bidder may thoroughly study the setup by way of visiting the respective site & consignee, technical specifications. Accessories necessary to be included in the offer prior to quote the items.

DUE DATE AND TIME SCHEDULE FOR RECEIPT AND OPENING OF TENDERS:

- | | |
|---|--------------------------------|
| 1. Date of Publication of Tender | |
| 2. Date of Pre – bid consultation | at CFMTTI, BUDNI |
| 3. Due / last date of receipt of both technical and commercial bids | 01/12/2019 up to 1.00PM |
| 4. Date of opening of Technical bids | 03/12/2019 at 3.00 PM |
| 5. Date of opening of commercial bids | at 10:00 AM |

Venue: C.F.M.T.T.I. BUDNI, M.P.

(J. J. R. NARWARE)
DIRECTOR

Part-I

GENERAL TERMS AND CONDITIONS OF THE CONTRACT:

1. TWO BID SYSTEM:

The e-tender is to be submitted online in two parts i.e. **TECHNICAL AND COMMERCIAL TENDER/BID**, separately in two sealed envelopes. The sealed envelopes containing "Technical and Commercial" tenders/bid should be put in another large envelope super scribing "**Technical and Commercial Tender**" or as per the instructions / guidelines laid down in the Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>) and addressed.

TO,

DIRECTOR, GOVERNMENT OF INDIA

CENTRAL FARM MACHINERY TRAINING & TESTING INSTITUTE

(MIN. OF AGRI. & FARMERS WELFARE, DEPTT OF AGRI, COOPN. & FARMERS WELFARE)

TRACTOR NAGAR, P.O. BUDNI (M.P.) 466 445 (INDIA).

Technical Tender: This tender should include the technical specifications/ details of the offered Equipment only and the **earnest money deposit (EMD)**. The item should conform to the Technical Specifications.

Commercial Tender: This tender should indicate cost/price/rates and other commercial terms & conditions. The rates should invariably be quoted for delivery at F.O.R. destination including installation and commissioning at site on turn-key basis and inclusive of packing, forwarding, freight and insurance wherever applicable. Taxes, duties and other charges on the above rates if any should clearly indicated along with commercial bid. The commercial bid and rate schedule should be submitted as per **Annexure-B**.

2. QUALIFYING REQUIREMENTS OF TENDERERS

The tenderer or the bidder shall provide satisfactory evidence to show that: -

- (a) The Bidder should be a registered firm/ agencies in the field of design and development of agricultural equipments & machines.
- (b) The Bidder has adequate plant and manufacturing capacity to manufacture and supply the items offered within the delivery schedule offered by him.
- (c) The Bidder has established quality control system and organization to ensure adequate control at all stages of the manufacturing process (ISO Certification available may be provided)
- (d) The Bidder is the authorized dealer/agent of the manufacturer who fulfills aforesaid requirement
- (e) The bidder should have adequate experience of manufacturing the ordered item. The Proprietary Article Certificate if any, may be provided along with the list of customers for whom the item has manufactured and equipped.

3. EARNEST MONEY

Earnest Money for amount as stipulated item wise in the "Tender document" or an equivalent amount in the currency of the country of the tenderer shall submit the EMD in a drop box provided in the office of the Director's office on or before the last date & time of opening of technical bid as stipulated in the tender notice. The Earnest Money shall be in any one of the following alternative forms subject to the approval of the Purchaser:

Crossed non-interest bearing demand draft payable at State Bank of India, HOSHANGABAD (M.P.) (Branch Code : 0383) in favor of Director, Central Farm Machinery Training & Testing Institute, Tractor Nagar, Budni (M.P.), fix deposit receipt, bankers cheque or bank guarantee from any of the commercial banks or payment online in an acceptable form or bank guarantee issued from nationalized commercial bank.

The Earnest Money should remain valid throughout the validity period of the offer and shall remain deposited with the Purchaser for the period of at least 180 days from the date of opening of Tenders. If the validity of the offer is extended, the Earnest Money Deposit duly extended shall also be furnished failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser. No interest will be payable by the Purchaser on the Earnest Money. The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of this offer. The Earnest Money of the successful tenderer will be returned after the Performance Guarantee/Bond as required is furnished. The Earnest Money of all unsuccessful tenderers will be returned by the Purchaser. The suppliers who are registered with NSIC (National Small Scale Industries Corporation) need not to submit bid security/earnest money deposit along with their tender. The certificate of registration is to be submitted. Any tender not accompanied by Earnest Money in one of the approved forms shall be summarily rejected.

4. SUBMISSION OF OFFERS

All offers shall be either type-written or written neatly in indelible ink. Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing as: —

- (i) Sole proprietor of the concern or as attorney of the sole proprietor;
- (ii) Partner or partners of the firm;
- (iii) Director, Manager or Secretary in the case of a limited company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.

In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents: The original power of attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required. All prices and other information like discounts etc. having a bearing on the price shall be written both in figures and words in the prescribed offer form.

It would be submitted in double envelope in 2 complete sets marked original and duplicate. The outer envelope should indicate the Tender No. and due date of its opening and should also indicate the tenderer's complete address. or as per the instructions / guidelines laid down in the Central Public Procurement Portal (eprocure.gov.in)

The inner envelope containing the offer should be sealed and marked:

"OFFER FOR TENDER NO.....
OPENING DATE

The inner envelope should be placed in outer envelope and both the envelopes should be addressed to:

**DIRECTOR, GOVERNMENT OF INDIA
CENTRAL FARM MACHINERY TRAINING & TESTING INSTITUTE
(MIN. OF AGRICULTURE & FARMERS WELFARE, DEPTT OF AGRI., COOPN. & FARMERS WELFARE)
TRACTOR NAGAR, P.O. BUDNI (M.P.) 466 445 (India).**

Offers shall be as per the proforma given in the Bid Document. However, the tenderer shall indicate his acceptance or otherwise against each clause and sub-clause of the bid document. For this purpose, the tenderer shall enclose a separate statement indicating only the deviations from any clause or sub-clause of the bid document, which he proposes with full justification for such deviations. The Purchaser, however, reserves the right to accept or reject these deviations and his decision thereon shall be final.

Offers are required from the actual manufacturers of the stores or their authorized agents, who should submit a letter of authority from their Principals. Offers from other agents, brokers and middle men will not be accepted. One agent cannot represent two suppliers or quote on their behalf in a particular tender.

Each page of the offer must be numbered consecutively, should bear the tender number and should be signed by the tenderer at the bottom. A reference to the total number of pages comprising the offer must be made at the top right hand corner of the first page.

5. LAST DATE OF RECEIPT OF THE TENDERS

The offers complete in all respects should be electronically submitted on CPP Portal on or before the stipulated date and time specified in the "Tender Notice". The processing of e-tenders received shall be as per the time schedule provided in the Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>).

6. EFFECT AND VALIDITY OF OFFER

The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no causes of action or claim, against the Purchaser for rejection his offer. The Purchaser shall always be at liberty to reject or accept any offer or offers at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the Purchaser. The offer shall be kept valid for acceptance for a minimum period of **180 (one hundred and eighty)** calendar days from the date set for opening of tenders.

Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by the Purchaser to the tenderer. While the offers are under consideration, tenderers and or their representatives or other interested parties are advised to refrain from contacting the Purchaser by any means. If necessary, the Purchaser will obtain clarifications on the offers by requesting for such information from any or all the tenderers, either in writing or through personal contacts, as may be considered necessary. Tenderers will not be permitted to change the substance of their offers after the offers have been opened.

7. PERFORMANCE SECURITY

After Letter of Acceptance is issued by the Purchaser, the Contractor shall furnish a Performance Security Bond from a Nationalized Indian Bank within 30 days from the issue of the Letter of Acceptance by the Contractor for an amount equivalent to **5% of the value of the contract**. Security Bonds should be any one of these forms viz. Guarantee Bonds issued by Nationalized or Scheduled Commercial Banks, fix deposit receipt from a commercial bank, bank guarantee from a commercial bank or online payment in an acceptable form.

If the Contractor, having been called upon by the Purchaser to furnish Performance security Bond fails to furnish the same, it shall be lawful for the Purchaser:—

- a) To recover from the Contractor the amount of Performance Guarantee Bond by deducting the amount from the pending bills of the Contractor under any contract with the Purchaser or the Government or any person contracting through the Purchaser or otherwise howsoever, Or,
- b) To cancel the contract or any part thereof and to purchase or authorize the purchase of the stores at the risk and cost of the Contractor

On the performance and completion of the contract in all respects the Performance Security Bond will be returned to the Contractor without any interest.

The Purchaser shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance Guarantee Bond in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the amount of the Performance Guarantee Bond any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor maintain the amount of the Performance Guarantee Bond at its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.

The Performance Guarantee Bond shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the contract i.e. expiry of warranty period, which would normally be **24 months** after commissioning of the equipment(s) at consignee's works and issue of Proving Test Certificate. However, period of warranty can be extended by the equivalent period the equipment remains out of order during warranty period.

The Contractor on being called upon by the Purchaser from time to time shall obtain from the Guarantor Bank, extension of time for validity thereof for a period of six months, on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of appropriate value must reach the Purchaser at least thirty days before the date of expiry of the Performance Guarantee Bond on each occasion.

The Performance Security Bond and or any amendment thereto shall be executed on a stamped paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so. The Performance Guarantee Bonds executed in India shall also be got endorsed by the Collector under section 32 of the Indian Stamp Act, 1899 for adequacy of the Stamp Duty, by the Contractor.

8. LOCAL CONDITIONS

It will be imperative on each tenderer to fully acquaint him of all the local conditions and factors which would have any effect on the performance of the contract and cost of the items/stores. In his own interest, the foreign tenderer should familiarize himself with the Income Tax Act 1961, the Companies Act 1956, the Customs Act 1962 and related Laws in force in India. The Purchaser shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule of delivery of stores shall be entertained after the offer is accepted by the Purchaser.

9. SPARE PARTS

The tenderer should quote, apart from main equipment, separately for the mandatory spares as well as for recommended spares required for two years' operation. The rates for spares should be FOR destination with complete break up of different costs. The Purchaser reserves the right to order any or all the spares as quoted in quantity considered reasonable by him at the prices quoted by the tenderer and on the terms and conditions quoted for the main equipment. The responsibility of the tenderer under the Warranty Clause will not be diluted in any way on this account.

10. DRAWINGS/SPECIFICATIONS

When tenderers are called for in accordance with the drawing/specification, the Contractor's tender to supply in accordance with such drawing specification shall be deemed to be an admission on his part that he had fully acquainted himself with the details thereof and, in no circumstances, will any claim on his part which may arise on account of his insufficient examination of the said drawing/ specification be considered.

The Contractor shall be responsible for and shall pay for any alternations for the works due to any

discrepancies, errors or omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Purchaser or not provided that such discrepancies, errors or omissions be not due to inaccurate information or particulars furnished to the Contractor on behalf of the Purchaser. If any dimensions figuring upon a drawing differ from those obtained by scaling the drawing, the dimensions as figured upon the drawing shall be taken as correct.

Any drawings, tracings or descriptions specified shall, unless otherwise directed, be furnished by the Contractor with the first consignment of the work to which they relate and no payment whatsoever will be made until such drawings, tracings or descriptions have been furnished to the satisfaction of the Purchaser.

11. AUTHORITY OF PERSON SIGNING OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE CONTRACTOR

A person signing the tender or any other document in respect of the contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorize the making of a purchase of the stores at the risk and cost of such person and hold such person liable to the Purchaser for all costs and damages arising from the cancellation of the contract including any loss which the Purchaser may sustain on account of such purchase.

12. ADDRESS OF THE CONTRACTOR AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE PURCHASER

For all purposes of the contract, including arbitration there under, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Purchaser. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

13. INSPECTION AND INSPECTION CERTIFICATE

The consignee will arrange for the inspection. When inspection during manufacture or before delivery or dispatch is required, notice in writing shall be sent by the Contractor to the Consignee when the stores or material to be supplied are ready for inspection and test, and no stores shall be delivered or dispatched until the Inspecting Officer as deputed by the Consignee has certified in writing that such stores have been inspected and approved by him. At least four weeks' notice must be given to the Inspecting Officer to enable him to arrange the necessary inspection. The examination of stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the Contractor. The Contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the inspecting Officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the Contractor's premises and the Contractor shall bear and pay all costs attendant thereon.

On the stores being found acceptable by the Inspecting Officer, he shall furnish the Contractor with necessary copies of the inspection certificates duly completed for being attached to the Contractor's bill in support thereof. No stores will be considered ready for delivery until the Purchaser or the Inspecting Officer nominated by him shall have certified in writing that they have been inspected and approved by him. It shall be the responsibility of the contractor to ensure that only such goods as have been duly inspected and approved by the Inspecting Authority, are offered for arranging shipment.

If on the stores being rejected by the Inspecting Officer or Interim Consignee or Consignees at the destination, the Contractor fails to make satisfactory supplies within the stipulated period of delivery, the Purchaser shall be at liberty to : —

- a) Require the Contractor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of rejection and the Contractor shall bear all cost of such replacement including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account; or
- b) Cancel the contract and purchase or authorize the purchase of the stores at the risk and cost of the Contractor.

14. DELIVERY

The Contractor shall as may be required by the Purchaser deliver free at the place/places detailed in the contract; the quantities of the stores detailed therein and the stores shall be delivered or dispatched not later than the dates specified in the contract. The delivery will not be deemed to be complete until and unless the stores are inspected and accepted by the Inspecting Officer as provided in the contract.

Notwithstanding any inspection and approval by the Inspecting Officer on the Contractor's premises, property in the stores shall not pass on to the Purchaser until the stores have been received, inspected and

accepted by the consignee. The Purchaser shall not be liable to render assistance to the Contractor in securing or to arrange for or provide transport to the Contractor. *The schedule of Delivery is at Schedule-IV of Annexure-A.*

15. PENALTY FOR DELAY IN COMMISSIONING

The Contractor or his agents shall commission the equipment within the stipulated time as shown in the contract. This time frame will be applicable from the date of intimation from the consignee in respect of readiness and installation of the equipment in cases where the equipment is to be installed by the consignee. The time schedule includes the time for installation in cases where installation is also to be undertaken by the supplier.

The time allowed for commissioning of equipment by the Contractor or his agent shall be deemed to be the essence of the contract. In case of delay in commissioning of the equipment on the part of Contractor, the Purchaser shall be entitled to recover and the Contractor shall be liable to pay liquidated damage at the rate of 2% of the total contract value for each and every month or part thereof for which commissioning is delayed. Provided, always that the entire amount of liquidated damages to be paid under the provision of this clause shall not exceed 10% of the total contract value. After expiry of 5 months period from the date of default i.e. from the date of commissioning provided in the contract, purchaser will be at liberty to invoke the Performance Security bond submitted by the supplier. Continuance of commissioning work after expiry of stipulated time will also not absolve the Contractor from the penalty as stated above. The decision of the Purchaser, whether the delay in commissioning has taken place on account of reasons attributed to the Contractor shall be final.

16. WARRANTY

The Contractor shall warrant that everything to be furnished hereunder shall be free from defects and faults in design, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for goods of the type ordered and in full conformity, with the contract specifications and samples if any and shall if operatable, operate properly.

This warranty shall survive inspection of, payment for and acceptance of the goods and shall expire after **24 months** from the date of commissioning and proving test of equipment at ultimate destination. Any approval of acceptance by purchaser of the Stores or of the material incorporated here in shall not in any way limits the contractor's liability.

17. FAILURE AND TERMINATION OF CONTRACT

If the Contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the Purchaser may without prejudice to his other rights :—

(a)	Recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to 2 per cent of the price of any stores (including elements of taxes, duties, freight etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period subject to max. or 10% OR
(b)	Cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall, be final, readily procurable) at the risk and cost of the Contractor. It shall, however, be in the discretion of the Purchaser to obtain or not the Performance Guarantee Bond from the firm/firms on whom the contract is placed at the risk and expense of the defaulting firm.

18. PAYMENT TERMS

The following Payment terms shall be followed:

1. **70% after receipt of items in good condition.**
2. **30% payment on successful installation and commissioning and operation of the device.**

19. ARBITRATION

In the event of any question, dispute or difference arising under these conditions or Instructions of Tenderers' or in connection with this contract {except as to any matters the decision of which is specifically provided for by these Conditions or Instructions to Tenderers'} the same shall be referred to the sole arbitration of a Gazetted Officer of Govt. of India appointed to be the Arbitrator by the Joint Secretary (M&T), Dept. of Agriculture and Cooperation, Ministry of Agriculture, Govt. of India, New Delhi, India. The Gazetted Officer to be appointed as Arbitrator, however, will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as Government servants had expressed views on all or any-of the matters under dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract. Subject as aforesaid, the Arbitration Act, 1996 and the rules there under and any statutory

modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

20. ANNUAL MAINTENANCE CONTRACT (AMC)

Tenderers are required to quote for post warranty Annual Maintenance for a period of **5 years** after expiry of the warranty period of the Equipment along with their offers. Tenderers are also required to mention such AMC schedule of such Annual periodic maintenance along with offers giving the charges for AMC maintenance schedule and other details of items to be used in such preventive maintenance. Tenderers are required to give the cost of essential spares and service charges for each items of work of repair of Equipment(s) outside preventive maintenance contract. These charges will not be included in the price of Equipment(s) for the purpose of comparative evaluation of offers.

21. GENERAL AND OTHER CONDITIONS

21.1 Safety Measures

The Contractor should take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the consignee’s premises, and should conform to the rules and regulations of the Govt. of India. The Contractor should ensure that unauthorized, careless or inadvertent operation of installed equipment which may result in accident to staff and/or damage to equipment does not occur.

21.2 Contractual Conditions

The tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras, are completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, may be summarily rejected.

Annexure-I

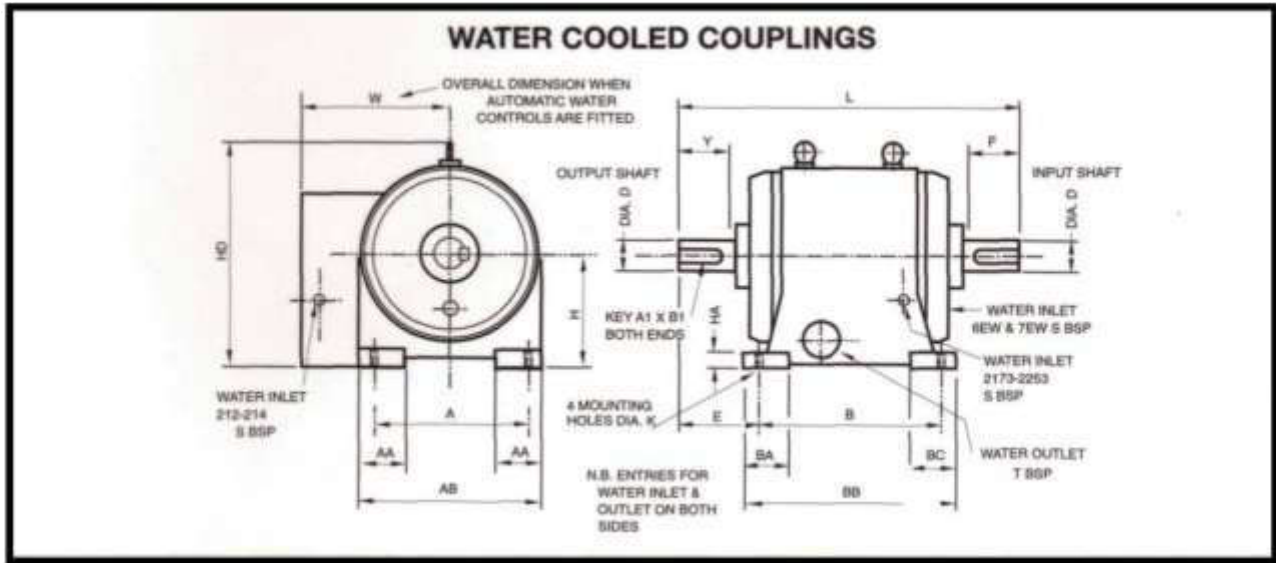
Technical Specifications

Heenan/Dynamatic Eddy Current Coupling WCS 2193 and Digital Control ECS 2000

Technical Specifications:

Eddy Current Coupling WCS 2193									
Heenan Model WCS 2193	Nett weight (KG)	Inertia GD ² KGM ²		Coil Data		Maximum side load at centre Output Shaft Extension-Newtons			
		Input	Output	Voltage	Resistance cold ohms	750 Rev/Min	1000 Rev/Min	1500 Rev/Min	3000 Rev/Min
		1660	37.0	29.6	150	15.75	7760	7030	6080
Heenan Model WCS 2193	Torque at slip RPM(Pounds-Feet)								
	40	50	60	75	1150	1750			
	1750	2030	2300	2700	3800	3150			
Eddy Current Coupling Control(Wall mounted) EC 2000(or suitable/equivalent)									
Heenan Model EC-2000 Digital Controller /Suitable/ Equivalent	<p>To replace existing Heenan 300/25C excitation unit with new compatible EC-2000 Digital Controller which is designed to supply, from an alternating-current source, a continuously-variable direct-current output for emerging the field coil of a Heenan Eddy Cuirrent Coupling. A drive motor and a Tachogenerator complete the installation to provide a variable-speed drive unit which will maintain a set output speed over a wide range of load.</p> <p>Technical Specifications:</p> <p>i) Horse Power: 1-200HP-Standard</p>								

- ii) Digital: Standard
- iii) Input, Power maximum: 115VAC±10%, 1 Ph, 50/60 Hz, 285 to 1295 watts
- iv) Standard output, Power maximum: 45 VDC, 8 Amps, 90 VDC, 8 Amps
- v) High Power: 45 VDC, 20 Amps, 45 VDC, 50 Amps, 90 VDC, 20 Amps, 90 VDC, 50 Amps
- vi) Speed Regulation 25% to full load change: 0.1%-Standard
- vii) Regulated speed range: 68:1- Standard
- viii) Enclosure- NEMA 1 Standard
- ix) Operator Devices(keypad): Run & Jog operation, Stop Button and Run Speed settable reference from the keypad- Standard
- x) Built-in modifications: Linear accel/decel, Torque control, 0.01% regulation, adjustable braking, Spring set braking(Relay contacts available), Signal follower input, adjustable jog, torque/speed control and threading-Standard
- xi) Field modifications: None
- xii) Closed Loop speed control: Standard
- xiii) Controller protective features: Input fuses, low line voltage, line transients, isolated signal circuits output over current, trip or indication only.
- xiv) Line regulation for ±10% input line voltage change: ±0.3%
- xv) Thermal drift per degree C: 0%
- xvi) Minimum regulated speed range: 25 RPM



AA	BB	H	A	B	HA	K	E	D	Y	F
762	558	438.1	660	482	32	28	210	85.7	17	127
AI	BI	L	AA	BA	BC	HD	S	T	W	
22.2	22.2	883	102	127	127	921	1.50	4.00	750	

INSTRUCTIONS TO THE BIDDERS

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app> are as follows

1. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
2. Bidder should do the enrolment in the e-procurement site using the "Click here to Enrol" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email_id. All the correspondence shall be made directly with the contractors/bidders through email_id provided.
3. Bidder need to login to the site through their user ID/ password chosen during enrolment /registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card, should be registered.
5. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
6. Bidder logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/SmartCard to access DSC.
7. In case of open tenders the bidder selects the tender which he/she is interested in by using the search option & then moves it to the "my tenders" folder.
8. From my tender folder, the bidder selects the tender to view all the details indicated.
9. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
10. If there are any clarifications, this may be obtained online through the tender site, or through the contact details or during the pre-bid meeting if any or during the pre -bid meeting if any.
11. Bidder should take into account the corrigendum published before submitting the bids online.
12. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
13. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then sent along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
14. Bidder, in advance, should get the bid documents ready to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format.
15. Bidder should submit the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
16. While submitting the bids online, the bidder must read the terms & conditions and accept the same to proceed further to submit the bid packets.

17. The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
18. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. The submitted bid will not be acceptable if otherwise.
19. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders must note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
20. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected. The tech bid acceptance will be subject to physical receipt of specified document at the time of tech bid opening. Further, the TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids physically by the bidders under any circumstances whatsoever.
21. If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
22. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
23. After the bid submission (ie after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
24. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
25. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
26. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using Department or the procurement officer opens public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
27. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
28. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
29. For any queries regarding e-tendering process, the bidders are requested to contact TIA as provided in the tender document. The bidders for any further queries can also to contact over phone: 1- 800-233-7315 or send a mail over to – cppp-nic@nic.in .
30. The undertaking to the effect that the terms and conditions stipulated in the tender documents are acceptable by the authorized signatory of the bidders Regd. firm will have to be submitted. The subject undertaking on a forwarding letter shall be uploaded on CPP portal during bidding by the bidders.

Procedure for obtaining Digital Signature by Foreign Vendors

This document gives the procedure to be followed by bidders who are resident of countries **other than India** for participating in Online Tendering Activity.

As per the IT ACT 2000, all bidders who participate in the online bidding process in this site should possess a valid Digital Signature issued by any of the Digital Signature Certificate (DSC) vendors approved by CCA, India (<http://cca.gov.in>). The following document gives the procedure that is generally followed by various vendors.

Generally, the documents that are required to be submitted by Foreign Nationals are as follows:

1. Identity Proof (ID Proof) of the person in whose name DSC has to be issued (E.g. Passport copy)
2. Bank account statement in country of residence, duly attested by Indian Embassy/ High Commission/ Consulate/ Apostille in the country where the applicant is currently located. (At least 6 months of Bank transactions) with the proof indicating the account is owned by the Individual.
3. Copy of the Trade license attested by any one of the authorities as specified in Point 2 above.
4. As the Individual is representing the company, an Authorization on company's letter head as given in the form.
5. Copy of the Authorization letter or invitation letter from department for the participation in the tender by any one of the tender inviting authority.