## Tender Document for Purchase of Pilot fruit beverages processing plant for IIFPT

No: IIFPT/Admin/Re-Tender/2018-19/27



## Issued by INDIAN INSTITUTE OF FOOD PROCESSING TECHNOLOGY

Ministry of Food Processing Industries Government of India Pudukkottai Road -613 005 Tamil Nadu Ph: 04362-228155, 226676

Email: director@iifpt.edu.in Website: www.iifpt.edu.in

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#### SECTION - I

#### NOTICE INVITING TENDER

#### INDIAN INSTITUTE OF FOOD PROCESSING TECHNOLOGY

Ministry of Food Processing Industries Government of India Pudukkottai Road, Thanjavur-613 005 Tamil Nadu Ph: 04362-226676, 228155

Email: director@iifpt.edu.in Website: www.iifpt.edu.in

Date of Issue : 27.07.2018

Tender No : IIFPT/Admin/Re-Tender / 2018-19/27

Due date : 06.08.2018 Time: 11.00 am

Technical bid opening date: 06.08.2018 Time: 11.00 am

On behalf of INDIAN INSTITUTE OF FOOD PROCESSING TECHNOLOGY (IIFPT) sealed bids are invited from eligible bidders for Supply of Laboratory Equipments. The list of equipment and their specifications are given in **Section V**.

Any Supplier of laboratory equipments having turnover of Rs. 50 lakhs (Rupees Fifty lakhs) in each of the last three years i.e. 2014-15, 2015-16 and 2016-17 as per P&L audited statement of Accounts are eligible to bid for Supply of Laboratory Equipments.

Table. 1 Tender Fee and Bid Security/EMD (Security Deposit) in the form of DD will be as follows:

Sl.No.	Description (1)	Tender Fee (2)	<b>EMD</b> (3)
1.	Pilot fruit beverages processing plant	1180	96000

- 1. Intending bidders may obtain copy of the tender document containing commercial conditions along with relevant specifications by one of the following methods:
  - a. By downloading tender document from the www.iifpt.edu.in and submitting tender fee amount indicated in column 2 of above table (for respective equipments) in the form of demand draft drawn in favour of Director, IIFPT, Thanjavur; payable at Thanjavur at the time of submission of bid in a separate envelope

OR

- b. Can obtain from The Director, INDIAN INSTITUTE OF FOOD PROCESSING TECHNOLOGY, Pudukkottai Road, Thanjavur-613005 by paying tender fee amount indicated in column 2 of above table (for respective equipments) in the form of demand draft drawn in favour of Director, IIFPT, Thanjavur; Payable at Thanjavur between 10.00 Hrs. to 18.00Hrs on all working days from 28.07.2018 till the closure of the tender.
- 2. The technical bids price bids & EMD should be submitted in separate sealed envelopes superscribed as "Technical Bid" / "Price Bid", / EMD as applicable. Sealed envelopes containing the Technical Bid and the Price Bid shall again be put in another envelop duly sealed and superscribed with the tender number, name of Lab, due date of opening of the tender.
- 3. If the bidder wishes to quote for more than one equipment, they should quote product wise as enumerated in point no.2.
- 4. Tender document can be downloaded from our website. The bidders must enclose the tender documents duly signed with seal in all pages.

#### **SECTION II**

#### INSTRUCTIONS TO BIDDERS

#### A. INTRODUCTION

#### **DEFINITIONS**

- "The Purchaser" means the DIRECTOR, INDIAN INSTITUTE OF FOOD PROCESSING TECHNOLOGY, Pudukkottai Road, Thanjavur-613 005.
- "The Bidder" means the individual or firm who participates in the tender and submits bid.
- "IIFPT" means INDIAN INSTITUTE OF FOOD PROCESSING TECHNOLOGY, Pudukkottai Road, Thanjavur-613 005.
- "The Agency" means the individual or firm rendering the services under the contract.
- "The Services" means all activities related to conduct & performance of contractual obligations under the contract.
- "The Advance Purchase Order/ Letter of intent" means the intention of IIFPT to place the Purchase Order on the bidder.
- "The Purchase Order" means the order placed by IIFPT on the Supplier/ Agency signed by IIFPT including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- "The Contract Price" means the price payable to the Supplier/ Agency under the purchase order for the full and satisfactory performance of its contractual obligations.
- "Acceptance" is a process of accepting satisfactory services rendered by "Supplier/ Agency" by IIFPT.

#### 1. ELIGIBLITY CRITERIA

- Minimum three years experience in the field of supply of laboratory equipments.
- Annual Turnover for supply of laboratory equipments at least Rs.50.00lakhs (Rupees Fifty lakhs) in each of the last three years i.e. from **2014-15**, **2015-16** and **2016-17** as per P&L audited statement of account.
- Must have supplied similar equipments to laboratories of State or Central Government Institutions or reputed Educational or Research Institution and proof of such supplies should be produced
- Registration Certificate/Certificate of incorporation, if any
- Authorized dealer Certificate from Manufacturer if the agency is a dealer.

#### 2. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the biding process.

#### 3. BID DOCUMENTS

3.1 The services required to be rendered, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The Bid documents include:

a)	Notice Inviting Tender & List of Equipment	-	Section I
b)	Instructions to Bidders	-	Section II
c)	General (Commercial) Conditions of Contract	-	Section III
d)	Special Conditions of the Contract	-	Section IV
e)	Schedule of Requirements	-	Section V
f)	Technical Bid	-	Section VI
g)	Price Bid Proforma	-	Section VII
h)	Bid Form	-	Section VIII
i)	Performance Security Guarantee Bond	-	Section IX
j)	Check List	-	Section X

3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

#### 4. CLARIFICATION OF BID DOCUMENTS

4.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify IIFPT in writing or by FAX/e-mail at IIFPT's mailing address indicated in the invitation of Bid. IIFPT shall respond in writing or by FAX / E-mail to any request for the clarification of the Bid Documents, which it receives **not later than 10 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by IIFPT shall be sent to all the prospective bidders who have received the bid documents. Amendments will also be notified on IIFPT website. Clarifications will be uploaded in our website. Bidders are requested to refer our website frequently.

4.2 Any clarification issued by IIFPT in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents

#### 5. AMENDMENT OF BID DOCUMENTS

- 5.1 At any time, prior to the date of submission of Bids, IIFPT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.
- 5.2 The amendments shall be notified in IIFPT website and these amendments will be binding on prospective bidders. The bidder is not supposed to change any clause in tender document downloaded from website. However, the printed version of Tender Document available along with amendments (if any) issued by IIFPT will be applicable to all bidders in case of any discrepancies.
- 5.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, IIFPT may, at its discretion, extend the deadline for the submission of bids suitably.

#### **B. PREPARATION OF BIDS**

#### 6. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise the following components (these will also be used for determining the eligibility criteria)

- 6.1 Documentary evidence established in accordance with the eligibility criteria explained above that the bidder is eligible to bid and is qualified to perform the contract if the bid is accepted.
- 6.2 Bid Security furnished as shown in Column 3 in clause 1 of Section I.
- 6.3 A bid form and price schedule completed in accordance with clause 8 & 9.
- 6.4 Bidder shall furnish a clause-by-clause compliance to the requirements and commercial conditions demonstrating responsiveness to terms and conditions. In case of deviations, a statement of deviations and exceptions of provisions of the contract and commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance of terms and conditions shall not be considered.
- 6.5 Audited P&L Accounts for the last three years i.e. 2014-15, 2015-16 and 2016-17
- 6.6 Registration Certificate/Certificate of incorporation, if any.
- 6.7 GST Registration

- 6.8 Copy of PAN./CIN No. of the Company
- 6.9 Lists of clients with reference in minimum five firms with name, designation and contact details
- 6.10 Self certification of full fledged office infrastructure
- 6.11 Brief on supply of laboratory equipments handled during last five years.
- 6.12 List of offices/branches in India, with address and contact details
- 6.13 GST number along with registered email id and phone number of the firm

#### 7. BID FORM

The bidder shall submit the bid form in their own Stationery and appropriate Price Schedule furnished in the Bid Documents, indicating the details of services and descriptions as per requirement.

#### 8. BID PRICES

- 8.1 The bidder shall give the CIF inclusive of all Levies & Taxes for **laboratory equipments for IIFPT.** The basic unit price and all other components of the price need to be individually indicated against the services it proposed to supply under the contract as per price schedule given in **Section VIII**.
- 8.2 Prices indicated in the Price Schedule shall be entered in the following manner:
  - The Basic Unit price Excise duty, GST, Freight, Forwarding, Packing, Insurance, Commission to Indian Agents and any other Levies/Charges already paid or payable by the Agency shall be quoted separately item wise.
  - ii. The supplier shall quote as per price schedule given in **Section VIII** for all the items given in schedule of requirement.
- 8.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 8.4 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.
- 8.5 "DISCOUNT, if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free service, etc, into account".
- 8.6 The price approved by the IIFPT for the service will be inclusive of Levies and Taxes as mentioned in Para 8.1 above. Breakup in various heads like basic cost and other

taxes paid/payable as per clause 8.2(I) is for the information of the purchaser and any change in these other than taxes, shall have no effect on price during the scheduled delivery period.

#### 8.7 Guarantee/Warranty:

Comprehensive onsite warranty for three years is required. Warranty period will start from the date of installation of items. In case at installation stores / part of stores are found defective / damaged during or after delivery to consignee, the supplier will replace or repair the store under warranty at consignees location in India free of cost or if any case it is required to sent back to foreign manufacturer / supplier should bear the cost. 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.

#### 8.8 **AMC**

It is required to have 2 AMC. One free AMC for one year after the expiry of warranty period. Also, quote the AMC charges **separately for comprehensive and non-comprehensive** (labour and consumables) for **two years** after warranty period i.e., **4**th & **5**th **year** 

#### 9. BID SECURITY

- 9.1 The bidder shall furnish, as part of his bid, a bid security/EMD for an amount as shown in **Table.1** for individual equipments in the form of Demand Draft in favour of the Director, IIFPT and Payable at Thanjavur.
- 9.2 The bid security is required to protect IIFPT against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to para 9.7
- 9.3 The bid security shall also be in the form of a bank Guarantee, issued by a scheduled bank in favor of IIFPT, valid for a period of **180 days from the date of tender opening**
- 9.4 A bid not secured in accordance with para 9.1 & 9.3 shall be rejected by IIFPT as non-responsive at the bid opening stage and returned to the bidder unopened.
- 9.5 The bid security of the unsuccessful bidder will be discharged/returned without interest as promptly as possible but not later than 30 days from the date of Opening of Financial Bid
- 9.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the letter of indent and furnishing the performance security.
- 9.7 The bid security may be forfeited:
  - a. If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or any extension thereof in accordance with clause
     11 or

- b. Bidder does not respond or
- c. Bidder fails to co-operate during bid evaluation procedure.
- d. In the case of successful bidder, if the bidder fails to furnish performance security.

#### 10. PERIOD OF VALIDITY OF BIDS

- Bid shall remain valid for 180 days after the date of opening of bids prescribed by IIFPT. A bid valid for a shorter period shall be rejected by IIFPT as nonresponsive.
- ii. In exceptional circumstances, IIFPT may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided as per Clause 10 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

#### C. SUBMISSION OF BIDS

#### 11. SEALING AND MARKING OF BIDS

#### The bids must be submitted in Four Envelopes as detailed below:

- 11.1 Sealed Envelope-I shall contain the Technical Bid super-scribed as 'Tender for Supply of Laboratory Equipments, TECHNICAL BID. Also please write the S.No and name of Equipment in the sealed envelope. Should contain details of requirement at the end of purchases like electricity water fitting furniture etc.,
- 11.2 Sealed Envelope -II shall contain BID SECURITY & TENDER FEE as mentioned in Clause 10, Section II above & super scribed as "Tender for Supply of Laboratory Equipments for IIFPT in the "BID SECURITY".
- 11.3 Sealed Envelope –III shall contain financial bid as per Section VI. (Duly signed by authorized representative of bidder with company seal) & superscribed as "Tender for supply of Laboratory Equipments in the "FINANCIAL BID". If the bidder wishes to quote for more than one equipment, they should quote in separate envelopes for both Technical & Financial bid duly superscribing the name of the equipment.

11.4 These three sealed envelopes may be put in a bigger envelope super scribed 'Tender for supply of laboratory equipments for IIFPT" and must mention name & address of bidder on the envelope.

#### 12. SUBMISSION OF BIDS

12.1 Tender completed in all respects may be submitted 11.00 am on 06.08.2018

Following address (tenders received after the due date and time shall not be entertained)

**DIRECTOR** 

INDIAN INSTITUTE OF FOOD PROCESSING TECHNOLOGY

Pudukkottai Road

Thanjavur-613 005

Tamil Nadu, India

#### LATE BIDS

Any bid received by IIFPT after the **deadline for submission (06.08.2018)** of bids prescribed by IIFPT **shall be rejected.** 

#### 13. MODIFICATION AND WITHDRAWAL OF BIDS

- 13.1 The bidder may withdraw his bid after submission provided that the written notice of the withdrawal is received by IIFPT prior to the deadline prescribed for submission of bids.
- 13.2 The bidder's withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 12. A withdrawal notice may also be sent by FAX but followed by the signed confirmation copy by post, so as to reach this office **not later than the deadline for submission of bids.**
- 13.3 Subject to clause 13, no bid shall be modified subsequent to the deadline for submission of bids.

#### D. BID OPENING AND EVALUATION

#### 14. OPENING OF BIDS BY HFPT

14.1 IIFPT shall open the <u>Technical bids (Envelope I and Envelope II)</u> in the presence of bidders or their authorized representatives who choose to attend, at 11.00 am on 06.08.2018. The bidder's representatives who are present shall sign in an attendance register. Representatives of companies should provide Authority letter with attested specimen signature from their respective organizations for participating in the bid

- opening. The financial bid of the bidders who are found Techno commercially non responsive will be rejected and returned unopened.
- 14.2 One representative for a bidder shall be authorized and permitted to attend the bid opening.
  - The bidder's names, bid prices, modifications, bid withdrawals and such other details as IIFPT, at its discretion, may consider appropriate will be announced at the opening.
- 14.3 The date fixed for opening of bids if subsequently declared as holiday by IIFPT the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- 14.4 The financial bid will be opened only for bidders declared eligible and selected after techno-commercial evaluation. The financial bid will be opened on a date fixed after evaluation of techno-commercial bids and will be intimated to all eligible bidders at least two days in advance.

#### 15. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, IIFPT may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

#### 16. SELECTION PROCEDURE

- Agencies found to fulfill eligibility conditions will be considered after verifications of eligibility criteria as per clause 1 & 9 of Section II.
- 16.2 The bidders shall be evaluated as per criteria given at clause 17 below.
- 16.3 If more than 5 bidders become eligible, the top 5 bidders will be short-listed based on the basis of evaluation as per criteria detailed below.
- 16.4 Short listed agencies shall be called to make a presentation of 15 minutes, if required.
- 16.5 Financial bids of the selected agencies only shall be opened. In case of non-finalization of deal with the selected agency, offer will be made to the agencies at Sr. No 2 & 3 in order of their ranking.

#### 17. Bid Opening & Evaluation of Bids

#### 17.1 The technical bids will be evaluated in two steps

- ➤ The bids will be examined based on eligibility criteria stipulated at Section-II-1 to shortlist the eligible bidders.
- ➤ The technical bids of only the short listed eligible bidders shall be evaluated based on technical specifications stipulated at Section-V
- The bidders whose technical bid is found to meet both the requirements as specified above will qualify for opening of the financial bid and will be informed about the date and time of the opening of the financial bid.
- ➤ The duly constituted Tender Evaluation Committee (TEC) shall evaluate the bids. The TEC shall be empowered to take appropriate decisions on minor deviations, if any.
- ➤ The bidder's name, bid prices, discounts and such other details considered as appropriate by IIFPT, Thanjavur will be announced at the time of opening of the financial bids.

#### 17.2 Comparison of Bids

- ➤ Only the short-listed bids from the bid evaluation shall be considered for commercial comparison.
- ➤ The Financial bids will be evaluated on the basis of prices quoted.
- > The contract will be awarded to lowest evaluated bidder.
- 17.3 Agency selected will be offered contract as per clause 19, Section-II of the Tender Document.
- 17.4 IIFPT reserves the right to offer the contract to a qualified bidder.
- 17.5 IIFPT's decision in regard to evaluation & selection shall be FINAL and binding on the Agency and same shall not be challenged by the agency either before Arbitration Tribunal or before the Court. The same shall be stand specifically excluded from the previewed of the Arbitration clause.

#### 18 CONTACTING IIFPT

- 18.1 No bidder shall try to influence IIFPT on any matter relating to the bid.
- 18.2 Any effort by a bidder to influence IIFPT in IIFPT's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

#### 19 AWARD of Contract

- 19.1 IIFPT shall evaluate as the most suitable by those eligible bidders whose offers have been found technically, commercially and financially acceptable and evaluated as the most suitable by IIFPT.
- 19.2 Award of work shall be considered on the basis of requirement as assessed by IIFPT.
- 19.3 A Purchase order will be issued by IIFPT to the selected Agency.
- 19.4 The Agency should supply the equipments as early as possible after the award of purchase order.
- 19.5 Upon the successful bidder furnishing of performance security pursuant to clause 4 Section III, IIFPT shall discharge the bid security in pursuant clause 9.

#### 20 IIFPT'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

IIFPT reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of IIFPT's action.

#### 21 JURISDICTION

21.1. This tender and or the contract or work order issued under this tender shall be governed by Laws of India and shall be exclusive jurisdiction of courts at Thanjavur.

#### **SECTION III**

#### GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

#### 1. APPLICATION

The general condition shall apply in contracts made by IIFPT for the procurement of goods/services

#### 2. PERFORMANCE SECURITY

2.1 The successful bidder shall be required to deposit 5% of the total value of the order as performance security, if the total value of the equipment including Bid Security is 2-5 lakhs and required to deposit 10 % of the total value of the order as performance security, if the total value of the equipment including Bid Security is > 5 lakhs within

14 days of issue of letter of indent in the form of D.D\*/Pay Order\*/Fixed Deposit Receipt\* / Bank Guarantee (performance security bond prescribed in Section VIII) from commercial bank drawn in favor of "The Director, IIFPT, Thanjavur" and the bank guarantee shall remain valid for 60 days beyond the date of completion of all contractual obligation of supplier including warranty obligation for the equipment/goods.

- 2.2 Otherwise Invoice value of 5 or 10 % as mentioned in point no. 2.1 will be kept as Performance Security deposit. The amount of performance security so withheld will be discharged after the warranty period is over.
- 2.3 If the contractor fails or neglects any of the bid obligations under the contract it shall be lawful for IIFPT to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.
- 2.4 The proceedings of performance security shall be payable to IIFPT as compensation for any loss resulting from Supplier/ Agency's failure to complete its obligation under the contract.
- 2.5 The performance security bond shall be extended suitably in the event of extension of period of contract or till all obligations under the contract has been satisfied.

\*Performance Security will not carrying any interest.

#### 3. TRAINING

- 3.1 The selected agency shall provide training for operation and maintenance of supply of laboratory equipments supplied to staff of IIFPT at free of cost where required and asked for by IIFPT.
- 3.2 The agency shall provide all training material and documents.
- 3.3 Conduct of training of IIFPT staff shall be at Thanjavur.

#### 4. PAYMENT TERMS

#### 4.1 A. FOR INDIGENOUS SUPPLIES: -

90% Payment on bill basis after supply, satisfactory installation, commissioning and performance of the equipment at Thanjavur and after satisfactory certification by our Scientists concerned. The balance 10% including Bid Security will be released on completion of warranty period.

#### **B. FOR IMPORTS:**

Custom Duty Exemption Certificate (CDEC) will be issued only when the bid is quoted in foreign currency in case of foreign made items only and meant for IIFPT, Thanjavur.

An arrangement of advance purchase of foreign DD in favour of principals / suppliers and photocopy of the same will be provided in advance. Original DD will be released only after supply / installation of the equipment.

Alternatively, the payment shall be made through irrevocable Letter of Credit (LC) through our bankers State Bank of India, RAJA MIRASUDAR HOSP. RD., branch, Thanjavur, Tamil Nadu. LC will be opened on 90% value of the equipment/item on CIF value and it shall be released on presentation of complete and clear shipping documents.

All bank charges outside India will be borne by the supplier. In case the delivery date of the contract is extended to take care of delay in supply, for which the supplier is responsible, the tenure of the letter of credit so extended, the expense incurred therefore such extension is to be borne by the supplier.

#### 5. PRICES

- 5.1. The rates quoted for the laboratory equipments shall be for free delivery and installation at **IIFPT**, **Thanjavur**. However, equipment quoted in foreign currency must be quoted on **CIF basis**.
- 5.2. Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the price quoted by the supplier in his bid.
- 5.2 Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time.
- 5.3. In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/duties for the supplies made from the date of enactment of revised duties/taxes.
- 5.4. In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.
- 5.5. Any increase in taxes and others statutory duties/levies after the expiry of scheduled delivery date or award of contract/work order shall be to the supplier account. However, benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.

#### 6. CHANGES IN PURCHASE ORDERS

- 6.1 IIFPT may, at any time, by a written order given to a Supplier/ Agency, make changes within the general scope of the contract related to terms & references, enlarging the scope, analysis or specifications.
- 6.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the Supplier/ Agency for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

#### 7. DELAYS IN THE SUPPLIER/ AGENCY'S PERFORMANCE

- 7.1 Delivery of service and performance of the services shall be made by the Supplier/ Agency in accordance with the time schedule specified by IIFPT in its purchase order/work order/contract. It also covers Saturday/Sunday and other holidays where IIFPT may require services. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, IIFPT reserves the right either to short close /cancel this purchase order and/or recover liquidated damage charges equivalent to the maximum contract value and including forfeit value of the PBG. The cancellation/short closing of the order shall be at the risk and responsibility of the Supplier/ Agency and IIFPT reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.
- 7.2 Delay by the Supplier/ Agency in the performance of its delivery obligations shall render the Supplier/ Agency liable to any or all of the following sanctions, forfeiture of its performance security, imposition of liquidated damages, and/or termination of the contract for default.
- 7.3 If at any time during the performance of the contract, the Supplier/ Agency or subcontractor (s) should encounter condition impending timely delivery of the goods and performance of service, the Supplier/ Agency shall promptly notify to IIFPT in writing the fact of the delay, it's likely duration and its cause (s). As soon as practicable after receipt of the Supplier/ Agency's notice, IIFPT shall evaluate the situation and may at its discretion extend the period for performance of the contract.

7.3.1 If the supplies are not completed in the extended delivery period, the purchase order shall be short closed and both the performance securities shall be forfeited and penalty equivalent to the contract value.

#### 8. FORCE MAJEURE

- 8.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of IIFPT as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 8.2 Provided, also that if the contract is terminated under this clause, IIFPT shall be at liberty to take over from the contractor at a price to be fixed by IIFPT, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the contractor at the time of such termination or such portion thereof as IIFPT may deem fit, except such materials, bought out components and stores as the contractor may with the concurrence of IIFPT elect to retain.

#### 9. TERMINATION FOR DEFAULT

- 9.1 IIFPT may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier/ Agency, terminate this contract in whole or in part,
  - i. If the Supplier/ Agency fails to deliver satisfactorily any or all of the goods & services within the time period (s) specified in the contract, or any extension thereof granted by IIFPT pursuant to clause 10;

- ii. If the Supplier/ Agency fails to perform any other obligation(s) under the Contract; and
- iii. If the Supplier/ Agency, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as IIFPT may authorize in writing) after receipt of the default notice from IIFPT.
- a. In the event IIFPT terminates the contract in whole or in part pursuant to para 9.1 IIFPT may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Supplier/ Agency shall be liable to IIFPT for any excess cost for such similar services. However the Supplier/ Agency shall continue the performance of the contract to the extent not terminated.

#### 10. TERMINATION FOR INSOLVENCY

IIFPT may at any time terminate the Contract by giving written notice to the Supplier/ Agency, without compensation to the Supplier/ Agency. If the Supplier/ Agency becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to IIFPT.

#### **SECTION IV**

#### **Special conditions of the Contract:-**

- 1. The special conditions of the contract shall supplement the 'Instructions to the Bidders' as contained in Section II & "General Conditions of the Contract" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.
- 2. If the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
- 4. Any clarification issued by purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
- 5. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
- 6. The bidder has to arrange demonstration of the product to be supplied at his own cost.
- 7. The Agency shall be responsible for compliance of all applicable laws, codes, statutory Regulations & established practice as required for performance of services under this contract. Whether now in force or which may hereinafter come in force during the currency of the contract and or extension thereof.
- 8. Invoices should be in the name of The Director, IIFPT, Thanjavur

## **SECTION V**

## **A. SCHEDULE OF REQUIREMENTS**

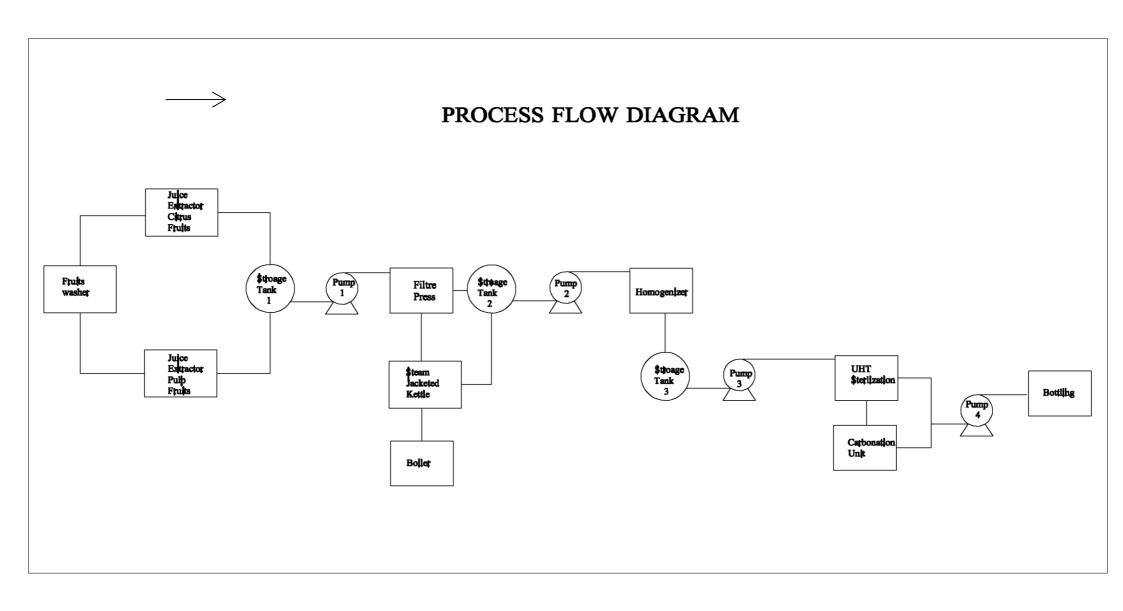
Sl.No	Description	Quantity
1	Fruits Washer	1 No
	Capacity-100kg/hr	
	Material of contact- SS 304/316 standard	
	Type of feed-Manual	
	Fruits washed by fresh water to remove the dirt ,dust, sand etc-	
	with suitable motor assembly and fittings	
	Power supply-3 phase /440 v 50 Hz	
2	Citrus fruits juice extractor	1 No
	Capacity-100 kg/hr	
	Material of construction SS 304/316 standard	
	Operating temperature 35-40 deg C-	
	Juice discharge through SS 304/316 standard Perforated mesh strainer	
	separate fruit scrap exited port	
	CIP provision needed	
	Power- 2 hp Motor assembly and fittings	
3	Fruit juice pulp Extractor	1 No
3	Processing fruits - Guava Apple, Pineapple, mango and all pulpy fruits	1110
	juice extraction	
	Capacity - 100 kg/hr	
	separate juice and fruit scrap exited port provision	
	Material of construction SS 304/316 standard	
	Materials of contact-SS-304/316	
	Operating temperature 35-40 deg C	
	In built panel board with Controls and indications	
	Power-2 Hp	
4	Motor assembly and fittings	227
4	Vertical storage tank	3Nos
	Holding capacity- 100-150 liters	
	Tank orientation-Vertical	
	Shape - cylindrical	
	Material of construction-AISI SS 304/316 standard	
	Operating temperature- 30 -35 deg C	
	Top mounted /stainless steel made Reduction gear drive Agitator	
	Top cover-hinged	
	Power-≥0.5 hp	
	Feed type- auto/manual	
	CIP port provision needed	
	With suitable Motor assembly and fittings	
	Power supply-3 phase /440 v 50 Hz	
5	Feed pump-	4 Nos
	Flow rate- 100 liters/hr	
	Type of Pump - Centrifugal pump	
	Function-for fruit juice transfer to further processing equipments	
	Material of contact SS 304/316	
	With suitable Motor and fittings	

	Operating temperature- 30 -35 deg C	
	The pump shall be of self priming design and shall be similar in design	
	and monobloc construction of food processing applications pumps.	
6		1 Ma
6	Filter Press	1 No
7	Material of construction SS 304/316 standard	1 NT
7	Double jacketed steam kettle	1 No
	Holding capacity- 100 -150 liters	
	Tank orientation-Vertical	
	Shape - cylindrical	
	Material of construction-AISI SS 304/316 standard	
	Operating temperature- 130-140 deg C	
	Top mounted /stainless steel made Reduction gear drive Agitator	
	Top cover-hinged	
	Power-≥0.5 hp	
	Feed type- auto/manual	
	CIP port provision needed	
	With suitable Motor assembly and fittings	
8	Boiler	1 No
	Standard -Non IBR-	
	Finish-skid mounted	
	capacity -50kg/hr	
	Steam temperature-120-140	
	working pressure 2-3 bar	
	Type of fuel-diesel fired	
	Efficiency-85%	
	Fittings and instruments accessories -Temperature and pressure controller,	
	water level indicator safety valve against over pressure, steam pressure	
	and fuel indication	
9	Homogenizer	1 No
	Application-Fruit beverages-100-150 liters/hr	
	capacity100-150 liters/hr	
	Material of construction SS 304/316standard	
	Operating pressure 180-200 bar	
	Operating temperature- $\leq$ 80 deg C	
	Output Particle size-2.5- 3 microns	
	inbuilt operation panel display with pressure gauge	
	pressure adjustment instruments	
	With suitable Motor assembly with fittings	
	Power supply -3phase/440 v/50 Hz	
10	Skid mounted UHT sterilization plant	1 No
10	<u>-</u>	1 100
	Fruits juice sterilization	
	Heat exchanger- plates heat exchanger-	
	capacity -100-150 liters /hr	
	Material of construction SS 304 standard	
	Operating steam temperature 135-140 deg C	
	Product holding time 3-4 S	
	Product cooling from 140-70 deg C	
	operating pressure above 1.5 -2 bar-	
	Equipment interconnected with piping, valves, unions and fittings	
	Inlets/Outlet-The inlets and outlets in each section of the heat exchanger	

	for products as well as services shall be provided with complete stainless	
	steel (AISI 304/316) pipes and unions.	
	Heating device-(non IBR boiler) mentioned in no-8	
11	Carbonation unit	1 No
	Feed product-fruit juice carbonation	
	Production capacity-100 bottles /hr	
	Type of operation -Automatic (filling,corking,cooling)	
	container-Glass bottle	
	Material of construction SS 304/316 standard	
	Bottle volume-200-300 ml	
	Refrigerated chilling plant temperature ≤4 deg C	
	With suitable Motor assembly with fittings	
	inbuilt basic controls and operations display panel	
	Instruments - Pressure regulation devices pressure gauges and temperature	
	indicators	
	Chilling water transport through suitable pipes and fittings with insulation	
	and cladding	
12	Glass Bottle rinsing, filling, corking unit	1 No
	Production capacity-20 BPM automatic	
	Type of operation - Automatic	
	Container-Glass bottles	
	Type of closer-corking	
	Bottle filling volume-200-300 ml	
	Material of construction SS 304/316 standard	
	Material of contact-SS 304/316 standard	
13	Piping fittings and utilities interconnected to all equipments through	1 No
	AISI 304/316 Pipes and fittings, valves, unions, flow instruments will be	
	provided for Process piping.uitilty piping and fittings will be provided for	
	steam line with mineral/glasswool insulation and cladding.	
14	Electrical Control panel- Each equipments, motors and pumps should	1 No
	be placed separate on/off push buttons with indication lights- master	
	emergency push buttons ,panel shall be fabricated as per ISI Standards	
	each equipments have separate on /off push buttons should be fixed near	
1	the position	

## **B. Bill of Materials (BOM)**

S.No	Description	Quantity (No.)
1.	Vertical storage tank (100liters)	3
2.	Filter Press	1
3.	Homogenizer(100liters)	1
4.	Double jacketed steam kettle(100liters)	1
5.	Fruits juice Extractor (pulp fruits)	1
6.	Citrus fruits juice extractor	1
7.	Skid mounted UHT sterilization plant	1
8.	Glass Bottle rinsing, filling, corking unit	1
9.	Carbonation unit	1
10.	Non IBR Boiler	1
11.	Fruits Washer	1
12.	Feed pump	4
13.	Electrical Control panel	1
14.	Pipes and fittings complete installation as per required accessories	As per requirement



- **D. Detailed scope of work:** The scope of work consists of the following major parts
  - Engineering design
  - Procurement/Supply
  - Installation/Erection
  - Commissioning/Training
  - ❖ Developing the process design, complete engineering design, manufacturing and/or supply of goods and service and ensuring best performance of individual equipment/systems/process plant as a whole.
  - ❖ The scope of work includes design, supply, installation/ erection, testing & successful commissioning to complete the pilot fruit beverages processing plant on rate contract. and handing over to client (IIFPT).
  - Execution of the project including structural work, mechanical/services, utilities, supply, erection, installation, testing, commissioning and trial run including proper grouting for machineries.
  - Supply of items listed in BOM as per the indicated specifications.
  - ❖ Insulation and cladding of piping and equipment including supply of materials.
  - Supply and installation of all utility services and product piping including ancillary items (fittings and supports).
  - ❖ All piping shall be internally cleaned and flushed by Erector before and after erection.
  - General installation i.e. positioning and installing all the processing, utility and service of equipments should be done at your own cost.
  - ❖ Interconnections of services and complete electrical wiring connected to control panel with equipments.
  - ❖ For full completion of the work, erector shall spend with his own expense to furnish all necessary erection tools, machine tools, power tools, materials and supplies required for unloading, transporting, erecting, testing and commissioning of all the equipments.
  - ❖ Electric power, and water supply will be arranged by IIFPT.

#### **SECTION-VI**

#### **TECHNICAL BIDS**

(To be sealed in separate Cover)

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

S.N	Details of Technical Specifications	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.:- 1. 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.
- 2. Category of classification of the goods in its packing as per IATA definition inclusive of nature of sensitivity and volume of cargo.

Signature of Tenderer with office seal

#### **SECTION-VII**

#### Price BID FORM

No: IIFPT/Admin/Re-Tender / 2018-19/27	Date:
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To

Director Indian Institute of Food Processing Technology Pudukkottai Road, Thanjavur – 613 005.

#### Dear Sir,

- 1. Having examined the conditions of contract and specifications including addenda Nos. (If any) the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide as per clause 8, section II in conformity with the said services to be rendered, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 2. We undertake, if our Bid is accepted, to commence deliveries within schedule time frame and to complete delivery of all the services specified in the contract within as per schedule calculated from the date of issue of your purchase order/RO.
- 3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for 5-10% of the cost of equipments.
- 4. We agree to abide by this Bid for a period of 180 days from 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.
- 5. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
- 7. We understand that you are not bound to accept the lowest or any bid, you may receive.
- 8. We have applied for following categories and have submitted required bid security as per clause 9.1, section II of tender document.

Category			Bid security amount
Supply equipments	of	laboratory	Rs/-

9. We are eligible and submitted all documents for following category separately. The preferences of the categories are as follows. We understand the preference mentioned cannot be changed subsequently by us.

Category			Bid Submitted (Yes / No)
Supply equipments	of	laboratory	

Dated this day of
Name and Signature
In the capacity of
Duly authorized to sign the bid for and on behalf of
Witness
Address
Signature

# SECTION – VIII -BID FORM PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA

1	2		3	4			5 price per un	<u>it</u>		6		7	8
Schedule No.	Item description	Country of origin	Accounting unit & Quantity	Ex-factory/ ex- warehouse/ ex- showroom off- the shelf (a)	Excise Duty if any (b)	Packing and forwarding (c)	Transportation (d)	Insurance, other duties and taxes if any (other than sales tax) and incidental costs (e)	supervision)	Over price (a+ b+c+d+	all -e+f)	GST tax payable, if contract awarded	Total price

		_								
<b>Fotal bid</b>	price in	Rupees:	(in	figures	s)	• • • •	• • • • •	••••	• • • • •	•••••
		(	in	words)			• • • • •	• • • • •	• • • • •	•••••

Signature of bidder Name Business address

Place: Date: Note:

- 1. Organization will be provided DSIR Certificate (Tax exemption certification) to the Firms if required, so Firms will quote their rates accordingly.
- 2. In case of discrepancy between unit price and total price, the unit price shall prevail.

## PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

1	2	3	4			5			6	7	8	9	10
Sched ule No.	Item Descrip tion	Count ry of origin	Accounting unit & quantit y	Unit price FOB port of loadi ng (a)	Unit pric e CIF at port of ent ry (b)	Inland transport ation charges, insuranc e and other local costs incidenta l (c)	Inciden tal service s includi ng supervi sion (d)	Cust om duty paya ble amo unt (e)	Over all unit price (a+c +d+e )	Indian's agent's name Commi ssion	Total price	Indian agent's commission as a % of FOB price included in the quoted price	Ship ment weigh t and volum e

Total bid price in foreign currency: (in figures)	
(in words)	Signature of bidder
	Name
	<b>Business address</b>

## **Place: Date:**

### **Note:**

- i. In case of discrepancy between unit price and total price, the unit price shall prevail.
- ii. Indian agent's commission shall be paid in Indian rupees only. No change due to exchange variation shall be allowed.

## **SECTION IX**

## PERFORMANCE SECURITY GUARANTEE BOND

In consideration of IIFPT (herein after called the "IIFPT") having agreed to exempt
(hereinafter called "the said contractor(s)") from the demand under the
terms and conditions of an agreement/(Purchase Order) No dated
made between and for
for the supply of
(hereinafter called "the said agreement"), of security deposit for the due fulfillment by the
said contractor (s) of the terms and conditions contained in the said Agreement, on production
of the bank guarantee forwe,
(name of the bank) (hereinafter refer to as "the bank") at the
request of (contractor(s)) do hereby undertake to
pay to IIFPT an amount not exceeding against any loss or damage
caused to or suffered or would be caused to or suffered by the government by reason of any
breach by the said Contractor(s) of any of the terms or conditions contained in the said
Agreement or any reason of the contracts failure to perform said Agreement.
2. We (name of the bank) do hereby undertake to pay the amounts
due and payable under this guarantee without any demure, merely on a demanded from
IIFPT stating that the amount claimed is due by way of loss or damage caused to or would
be caused to or suffered by IIFPT by reason of breach by the said contractor(s)' of any of
the terms or conditions contained in the said Agreement or by reason of the contractors(s)'
failure to perform the said Agreement or roll out the services as per schedule V &
parameters for failure of compliance of intellectuals property rights. Any such demand
made on the bank shall be conclusive as regards the amount due and payable by the Bank
under this guarantee where the decision of IIFPT in these counts shall be final and binding
on the bank. However, our liability under this guarantee shall be restricted to an amount
not exceeding
not exceeding
3. We undertake to pay to IIFPT any money so demanded not withstanding any dispute or
disputes raised by the contractor(s)/Supplier/ Agency(s) in any suit or proceeding pending
before any court or tribunal relating thereto our liability under this present being absolute

	no claim against us for making so	uch payment.	
4.	herein contained shall remain in for the performance of the said as the dues of IIFPT under or by v	full force and effect of greement and that it show rirtue of the said Agr or till expiry of 90d	further agree that the guarantee during the period that would be taken hall continue to be enforceable till all reement have been fully paid and its lays beyond the date on which the
5.	shall have the fullest liberty with obligations there under to vary are extend time of performance by the any time or from time to time as Contractor(s) and to forbear or exagreement and we shall not be recorded or extension being granted to the on the part of IIFPT or any industrial.	nout our consent and ny of the terms and co he said contractor(s) any of the powers ex nforce any of the term elieved from our liable said Contractor(s) or ligence by IIFPT to the	further agree with IIFPT that IIFPT without affecting in any manner our onditions of the said Agreement or to from time to time or to postpone for xercisable by IIFPT against the said and conditions relating to the said fility by reason of any such variation, or for any forbearance, act or omission the said Contractor(s) or by any such sating to sureties would, but for this
6.	We (name of the bank)guarantee during its currency exc		lastly undertake not to revoke this consent of IIFPT in writing.
Γ	Dated the day of	of for	(Indicate the name of bank)

and unequivocal. The payment so made by us under this bond shall be valid discharge of

our liability for payment there under and the contractor(s)/Supplier/ Agency(s) shall have

#### **SECTION X**

# TENDER DOCUMENT FOR PURCHASE OF LABORATORY EQUIPMENTS TENDER NO. IIFPT/Admin/Re-Tender / 2018-19/27 CHECKLIST FOR THE TENDERER

Name and Address of the Tenderer:	List of Equipment Quoted
EMD/Security Deposit	Document Charge/ Tender fee
EMD should be in the form of DD drawn in any Nationalized Bank in favour of The Director, IIFPT, Thanjavur	Document Charge/Tender fee should be in the form of DD drawn in any Nationalized Bank in favour of The Director, IIFPT, Thanjavur
DD No	DD No
Dated	Dated
For Rs	For Rs
Drawn	Drawn onBank
onBank	Branch
Branch	

# \*Supportive Documents <u>must enclosed</u> for fulfilling Eligibility criteria, to be submitted by the Tenderer

1	Minimum three years experience in the field of supply of laboratory equipments	Yes/No
2	Annual Turnover for supply of laboratory equipments development at least Rs. 50.00 Lakhs (Rupees Fifty lakhs) in each of the last three years i.e. from <b>2014-15</b> , <b>2015-16</b> , <b>2016-17</b> as per P&L audited statement of account	Yes/No
3	A bid form and price schedule	Yes/No
4	Bid Security	Yes/No
5	Audited P&L Accounts for the last three years i.e. 2014-15, 2015-16, 2016-17	Yes/No
6	Registration Certificate/Certificate of incorporation, if any	Yes/No
7	Service Tax Registration	Yes/No
8	Copy of PAN./CIN No. of the Company	Yes/No
9	Self certification of full fledged office infrastructure	Yes/No
10	Lists of clients with reference in minimum five firms with name, designation and contact details	Yes/No
11	Authorized dealer Certificate from Manufacturer.	Yes/No
12	Brief on supply of laboratory equipments handled during last five years	Yes/No
13	List of offices/branches in India, with address and contact details	Yes/No
14	Contact Person Mobile No. & Land Line	Yes/No

Signature of the Tenderer

Date with Company Seal