



केन्द्रीय बागवानी परीक्षण केन्द्र
CENTRAL HORTICULTURAL EXPERIMENT STATION
(केन्द्रीय शुष्क बागवानी संस्थान)
(CENTRAL INSTITUTE FOR ARID HORTICULTURE)
गोधरा-बडौदा हाईवे वेजलपुर (गोधरा) 389340 (गुजरात)
GODHRA-VADODARA HIGHWAY, VEJALPUR (GODHRA)-389340. (GUJARAT)

Tender Enquiry No.

F.No.56-1/2015-16/S&P/

Dated: 27.08.2015.

REGISTERED

To

Institute's website/
CPPI/NTD portal

Dear Sir,

We have a requirement of the goods & services as indicated below, tender for which will be opened at **12.00 PM** hrs on **18.09.2015** and you are invited to submit your most competitive quotation for the same. All the relevant details are given below.

- i) Description of the goods required and the required quantity:
As enclosed in Annexure-1
- ii) Guiding specification and other technical details:
As enclosed in Annexure-2
- iii) Terms of delivery:
Delivery at Site, viz. Central Horticultural Experiment Station,
Godhra-Baroda Highway, vejarpur-389340.
- iv) Delivery period for goods:
Within **One** months from the date of purchaser's signing the contract.
- v) Erection/installation and commissioning (if required, depending on the goods ordered) are to be completed within **One Month** of delivery of the goods at site.
- vi) Terms of Inspection by the purchaser's representative:

- vii) Training of purchaser's operator(s) for operating the goods ordered, as and if necessary:
_____ operator(s) is are to be trained for a period of **one** week at purchaser's premises/
supplier's premises for successfully operating the goods purchased. The training shall be
completed by

... 2 ...

viii) Price structure:

- a) The tender shall quote for the complete requirement of goods & services and for the full quantity as shown against & serial number in the List of Requirements in Annexure-1. Unless otherwise specified in Annexure-1, the tenderers are, however, free not to quote against all the serial numbers mentioned in the List of Requirements (in case there are more than one serial number in the List of Requirement).
- b) The rates and prices quoted shall be in Indian Rupees only
- c) All duties, taxes and levies, payable by the supplier under the contract shall be included in the quoted price. The purchaser will not pay any such duties, taxes and levies separately. "However, Sales Tax, as legally and contractually leviable, will be quoted separately by indicating the nature and the current rate of Sales Tax, as applicable at the time of quoting. The Sales Tax sale is legally liable to Sales Tax and the amount of the Sales Tax is contractually payable."
- d) The rates and prices quoted by the supplier shall remain firm and fixed during the currency of contract and shall not be subject to variation on any account, whatsoever, including statutory variations, if any. "However, Sales Tax will be paid extra as per provision under clause viii(c) above."

ix) Receipt of goods & Terms of Payment:

- (a) Payment term of supply of goods; including erection/installation and commissioning (as and if applicable):-

Immediately on receiving goods at site, the purchaser will verify the quantities of the items supplied as specified in the delivery challan of the supplier and also check for any superficial damage etc. in the goods so supplied do not require erection/installation and commissioning at site, the purchaser, within three working days of issue of the provisional receipt, will issue acceptance certificate (of the goods) to the supplier, provided the goods supply also need erection/installation and commissioning, the purchaser will issue acceptance certificate within two working days, after successful erection/installation and commissioning. The supplier will then send its invoice alongwith the purchaser's certificate and other accompanying documents to the paying authority for payment.

The paying authority will release the full payment to the supplier as due in terms of the contract, within seven working days of receipt of supplier's invoice, purchaser's receipt certificate and other accompanying documents, provided the same are in order. "While claiming reimbursement for Sales Tax, the supplier shall furnish the following certificate duly dated and signed, on its bill".

"Certified that the goods on which Sales Tax has been charged have not been exempted under Central Sales Tax Act or State Sales Tax Act or the rules made there under and the charges on account of Sales Tax on these goods are correct under provision of the Act or the Rules made there under. Certified further that we are registered as dealers for the purpose of Sales Tax in the State of _____ under registration No. _____. We further confirm that the amount of Sales Tax shown in the bill against this contract is correct in terms of above provision."

- (b) Payment for training of purchaser's operator(s), if applicable.

After release of payment to the supplier as per sub-para (a) above and after successful completion of training of the operator(s) in terms of contract, the purchaser will immediately issue a certificate to the effect to the supplier. The supplier will thereafter send it invoice for training charges, alongwith the above certificate to the paying authority. The paying authority will release the payment to the supplier in terms of the contract within seven working days of receipt of supplier's invoice provided the invoice and the accompanying documents are in order.

- x) Paying authority: Head,
Central Horticultural Experiment Station,
Godhra-Baroda Highway, Vejalpur-389340.

- xi) Liquidated damage Clause:

If any time during the performance of the contract the supplier encounters conditions hindering timely delivery of the goods, the supplier shall promptly inform the purchaser in writing the fact of the delay and the likely duration of the same. After receipt of supplier's communication, the purchaser shall decide as to whether to cancel the contract for the unsupplied portion after the existing delivery period, or to extend the delivery period suitably by issuing an amendment to the contract, if the supplier fails to deliver the goods and/or perform the services within the contractual delivery period for reasons other than circumstances beyond supplier's control (which will be determined by the purchaser) and the purchaser extends the delivery period, the purchaser will also deduct from the contract price, as liquidated damages, a sum equivalent 0.5% (half per cent) of the delivery price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery of performance. The maximum limit of such deduction will, however, be 10% (ten percent) of the contract price of the delayed goods or services.

Further, during such delayed period of supply and / or performance, the suppliers shall not be entitled to any increase in price or cost, whatsoever, on any ground. However, the purchaser shall be entitled to the benefit of any decrease in price and cost on any ground whatsoever of the goods & services supplied during the period of delay.

The purchaser's letter (to the supplier with copies endorsed to others concerned) extending the delivery period will be subject to the above conditions.

- xii) Warranty Clause:

- xiii) Dispute Resolution Mechanism :

If any dispute or difference arises between the purchaser and the supplier relating to any matter connected with the contract, the parties shall make every effort to resolve the same amicably by mutual discussions. However, if the parties fail to resolve the dispute or difference by such mutual discussion within 30 days, either the purchaser or the supplier may give notice to the other party of its intention to refer the same to arbitration. The arbitration

shall commence thereafter. The arbitration shall be conducted by a sole arbitrator, who will be appointed by the Secretary, ICAR and the procedure to be followed in this respect will be as per the Indian Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be the place from where the contract is issued.

2. You are also required to fulfill the following conditions and furnish the details as indicated in subsequent paragraphs.

- a) At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to 25%, the quantity of goods & services as specified in the List of Requirements, without any change in the unit price or other terms & conditions.
- b) Please furnish a certified copy of your latest ITCC (Income Tax Clearance Certificate).
- c) Please indicate if you are currently registered with any Govt. organization and if registered, furnish all relevant details.
- d) Please state whether business dealings with you presently stand banned by any Government organization and, if so, furnish relevant details.
- e) A supplier shall not submit more than one quotation for the same set of goods.
- f) The supplier shall at all times indemnify the purchaser, at no cost to the purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the goods or any part thereof, with respect of these goods quoted by the supplier in its offer.
- g) The quotation(s) as well as the contract shall be written in English language. All correspondence and other documents pertaining to the quotation(s) and the contract, which the parties exchange, shall also be written in English.

The quotation and all correspondence and documents relating to the quotation exchanged between the bidder and the purchaser may also be written in Hindi language provided that the same is accompanied by an English translation, in which case, for the purpose or interpretation of the quotation, the English translation shall govern.

- h) The contract shall be governed by the laws of India and Interpreted in accordance with such laws.
- i) **The quotation/offer shall remain valid for acceptance for a period not less than 90 days after the specified date of opening of the offers.**

3. The quotation shall be sealed in an envelope. The envelope shall be addressed to the purchaser and it should also bear the tender enquiry No. and the words "DO NOT OPEN BEFORE 03.00 PM * 10.06.2014" (* The time and date of opening of the tenders). The envelope should then be put inside another envelope, which will also be duly sealed. The outer envelope will bear the full address of the purchaser. The supplier must ensure that tender (i.e. quotation), duly sealed as above, reaches the purchaser at least one

hour before the time and date of opening of tenders. The supplier may, at its choice, send the tender by regd. Post or by speed post. Alternatively, the supplier may also hand deliver the tender to the purchaser in which case the purchaser shall give the supplier a receipt, indicating the time & date of receipt of the tender.

4. The tenders, which are received late by the purchaser will be ignored. Further the purchaser does not accept any liability and responsibility for the tenders in case the same are not properly sealed and marked and/or sent as above.


5. The tenders, which are received on time (as per para 03 above), will be opened at purchase's office **12.00 PM** hours on **18.09.2015** (date). The purchaser will open the tenders in the presence of the tenderers' duly authorized representative, who choose to attend the tender opening.

6. The purchase evaluate and compare the quotations which are substantially responsive i.e. which are properly repaired and signed and meet the required terms, conditions, specification etc. The purchaser will avoid the contract to the supplier whose quotation will be determined to be responsive and offering the best evaluated price.

7. Notwithstanding the above, the purchaser reserves the right to accept or reject any quotation and annual the tendering process and reject all quotations at any time prior to avoid of the contract, without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever, to the affected tenderer or tenderers.

8. Please submit your quotation accordingly. You shall signed all the pages of your quotation. Your price quotation may be furnished in the format enclosed as annexure-3. You are also required to return this original tender enquiry (all the pages), as it is, duly signed by you on every page, for our record. **You may retain a photocopy of this tender enquiry for your record.**

Encl: Annexure 1, 2 & 3.


HEAD
C.H.E.S. VEJALPUR
(Signature of Purchaser)

Name: Head,
Address: Central Horticultural Experiment Station,
Godhra-Baroda Highway, Vejalpur-389340.

Telephone No.(02676) 234076, 234077
Fax No. (02676) 234657

LIST OF REQUIREMENTS

| Sl.No. | Description of goods and allied services | Account Unit | Quantity |
|--------|--|--------------|--------------|
| 1. | Farm Yard Manure | 01 Trailer | 310 Trailers |

Special instructions (if any): You have to deposit **Bid Security of Rs.15,000/-** (Rupees Fifteen thousand only) in form of D.D./S.D.R./F.D.R./Bank Security (copy enclosed) in favour of the **Head, CHES, Vejalpur** drawn on **SBI, Vejalpur (Code No.13025)** alongwith limited tender enquiry, without which no tender shall be considered. The successful tenderer will have to deposit a **Security Money Deposit** of a sum equal to 5% of the equivalent value of supply order in form of D.D./S.D.R./F.D.R./Bank Guarantee in favour of the **Head, CHES, Vejalpur**.

SPECIFICATION AND OTHER TECHNICAL DETAILS OF THE ITEMS AND SERVICES
(SHOWN IN ANNEXURE-1)

-- NIL --


HEAD
CHES, VEJALPUR

FORMAT OF PRICE QUOTATIONS

| Sl.No. | Description of goods and allied services | Specifications | Accounting Unit | Qty. | Quoted Unit Price in Rs. | | Total Amount in Rs. |
|--------|--|----------------|-----------------|------|--------------------------|----------|---------------------|
| | | | | | In Figures | In words | |
| | | | | | | | |

"Details of applicable Sales Tax to be paid extra and current rate of the same".

"Grant Total Cost: Rs. _____"

We agree to supply the above goods and allied services. We confirm that the same will meet the description, specification and other technical details as required in the tender enquiry.

We confirm that we agree to all other terms and conditions of your tender enquiry including the terms of delivery, period of delivery and warranty provision.

We have furnished all the information, as required in the tender enquiry and attached the relevant documents.

(In case a tenderers desires to put some additional/modified stipulations, terms and conditions etc. the same may be clearly indicated).

We confirm that our offer will remain valid for acceptance fordays after the date of opening of tenders.

.....
(Signature, Name and Designation of the authorized executive of the tendering firm)

For and on behalf of.....

(Name and Address of the tendering firm)

.....
(Seal of the tendering firm)

Date :

Place :

CONTRACT FORM

CENTRAL HORTICULTURAL EXPERIMENT STATION,
(C.I.A.H.) (I.C.A.R.)
GODHRA-BARODA HIGHWAY, VEJALPUR-389340.

Contract No.....

Date.....

1. Name & Address of the Supplier
2. Purchaser's tender enquiry No.....dated.....(followed by further communication No. and date, if any, from the purchaser to the supplier)
3. Supplier's tender No.....dated.....(followed by further communication No. and date, if any, from the purchaser to the supplier)
4. The contract is hereby placed for the following goods and services in terms of the communications indicated under paras 2 & 3 above.
5. Particulars of the goods and services, which shall be supplied/provided by the supplier are as under:

| Serial No. | Brief description and guiding specifications of goods/services | Accounting Unit | Quantity to be supplied | Unit Price in Rs. | | Total Price in Rs. |
|------------|--|-----------------|-------------------------|-------------------|----------|--------------------|
| | | | | In Figures | In words | |
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Total value (In figures) _____ (In words) _____

"Central Sales Tax/.....State Sales Tax (as the case may be), the current rate of which is% will be paid extract actuals at the time of supply, as contractually and legally leviable."

6. Terms of delivery
7. Scheduled of erection/installation and commissioning (as and if applicable)
8. Operator's training (if applicable)
9. Delivery Scheduled
10. Details of inspection, test and quality assurance, as and if required
 - (a) Designation and address of inspection agency
 - (b) Mode(s) and place(s) of conducting inspections and tests.
11. Liquidated Damage clause.
12. Payment terms
13. Paying authority
14. Warranty clause
15. Dispute Resolution Mechanism
16. Other terms and conditions, not mentioned above, will be in terms of the communications indicated in paras 2 & 3 above.

.....
(Signature, Name and
address of the Purchaser's
authorized functionary,
signing the contract)
For and on behalf of.....

Received and accepted this contract

.....
(Signature, name and designation of the supplier's authorized executive)

For and on behalf of.....

(Name and Address of the supplier)

.....
(Seal of the supplier)

Date :

Place:

SECTION VII/2
BANK GUARANTEE FORM FOR BID SECURITY

Whereas [name of bidder] [hereinafter called "the bidder"] has submitted his bid dated [date] for the supply of (brief description of the relevant goods and services) (herein after called "the bid").

KNOW ALL PEOPLE by this presence that WE (name of the bank) having registered office at (full address) (hereinafter called "the bank") are bound unto The Head, Central Horticultural Experiment Station, Godhra-Baroda Highway, Vejalpur-389340 (hereinafter called "the purchaser") in the sum of (amount in figures and words) for which payment well and truly to be, made to the said purchaser, the bank binds, itself, its successors and assigns by these presents.

Sealed with the common Seal of the said bank this Day of 20....

THE CONDITIONS of this obligations are:

1. if the bidder

- i) withdraws its bid during the period of bid validity specified by the bidder on the bid form; or
- ii) does not accept the correction of errors in accordance with the Instruction to Bidders

OR

2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity:

- i) fails or refuses to execute the contract form, if required; or
- ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the above mentioned two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 60 (sixty) days after the period of bid validity and any demand in respect thereof should reach the bank not later than the above date.

.....
Signature of the Bank
SEAL of the Bank

Date:
Place: