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**भा.कृ.अनु.प. - केन्द्रीय बागवानी परीक्षण केन्द्र**

**I.C.A.R. - CENTRAL HORTICULTURAL EXPERIMENT STATION**

Godhra-Baroda Highway, Vejalpur - 389340 (Gujarat)

गोधरा बड़ौदा राजमार्ग, वेजलपुर - 389340 (गुजरात)

Tender Enquiry No.61-6/2016-17/FYM/S&P/

Dated: 29.12.2016.

To

*Mr. Arnu*  
*CHES*  
*Godhra (Gujarat)*

Dear Sir,

We have a requirement of the goods & services as indicated below, Limited tender for which will be opened at 14.30 hrs (02.30 P.M) on 22.01.2017 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-I   |
| ii)  | Guiding specification and other technical details  | : | As enclosed in Annexure-II  |
| iii) | Terms of delivery  | : | At CHES, Vejalpur.  |
| iv)  | Delivery period of goods   | : | within one month from the date of the purchaser's signing the contract. |
| v)   | Erection/installation and commissioning (if required, depending on the goods ordered) are to be completed within seven days of delivery of the goods, at CHES, Vejalpur. |   |   |
| vi)  | Terms of Inspection (if required): Complete inspection and test will be carried out at the Centre on delivery and before release of payment of the goods.                |   |   |

vii) **Price structure:**

- a) The tenderer shall quote for the complete requirement of goods & services and for the full quantity as shown against a serial number in the List of Requirements in Annexure-I. Unless otherwise specified in Annexure-I, 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 prices. The purchaser will not pay such duties, taxes and levies separately. However, Sales Taxes/VAT, as legally and contractually leviable, may be quoted separately by indicating the nature and the current rate of Sales Tax/VAT, as applicable at the time of quoting. The Sales Tax/VAT will be paid extra at actual at the time of supply; provided the transaction of sale is legally liable of Sales Tax and the amount of the Sales Tax/VAT is contractually payable. If the supplier in its quotation does not ask for Sales Tax/VAT extra, the same shall not be paid even if it asks for the same at a later date.
- d) The rates and prices quoted by the supplier shall remain firm and fixed during the currency of the 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© above.

viii) **Receipt of goods & Terms of payment:**

- a. Payment term for supply of goods, including erection/installation and commissioning (as and if applicable): Immediately on receiving the goods at site, the purchaser will verify the quantities of the items supplied as specified in the delivery challan of the supplier in terms of the contract and also check for any superficial damage etc. in the goods so supplied and issue a provisional receipt accordingly. If the goods 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 supplied are acceptable in terms of the contract. However, if the goods supplied 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 along with the purchaser's acceptance 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 reasonable period but not more than 30 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/VAT the supplier shall furnish the following certificate duly dated and signed on its bill:**

"Certified that the goods on which Sales Tax/VAT has been charged have not been exempted under the 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 the provisions of the Act or the Rules made thereunder. Certified further that we are registered as dealers for the purpose of Sales Tax/VAT in the State of .....under registration number .....We further confirm that the amount of Sales Tax/VAT shown in the bill against this contract is correct in terms of above proviso".

**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 successfully completion of training of the operator(s) in terms of the contract, the purchaser will immediately issue a certificate to this effect to the supplier. The supplier will thereafter send its invoice for training charges, along with the above certificate to the paying authority. The paying authority will release the payment to the supplier in terms of the contract within reasonable period but not more than 30 working days of receipt of supplier's invoice provided the invoice and accompanying documents are in order.

ix) **Paying Authority:** The Head, Central Horticultural Experiment Station, Godhra-Baroda Highway, Vejalpur-389340 Distt: Panchmahal (Gujarat).

x) **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 the whether to cancel the contract for the un-supplied 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 to 0.5% (half per cent) of the delivered price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance. The maximum limit of such deduction will, however, be 10% (ten per cent) of the contract price of the delayed goods or services.

Further, during such delayed period of supply and/or performance, the supplier shall not be entitled to any increase in price and 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 extending the delivery period will be subject to the above conditions.

xi) **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) alongwith a copy of Permanent Account Number (PAN).
- 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 to the 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 of 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 "**Tender for ..... (Name of the Goods/Items) DO NOT OPEN BEFORE .....**" This 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 its Limited Tender Enquiry (i.e. quotation), duly sealed as above, reaches the purchaser at least one hrs i.e. 13.30 hrs (01.30 P.M.) on 22.01.2017 before the time and date of opening of tenders. The supplier may, at its choice, send the Limited Tender Enquiry by regd. Post or by Speed post, however, CHES will not be responsible for any postal delay. Alternatively, the supplier may also hand deliver the tender in to the tender box available in the office of the Station.

- 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 & marked and/or sent as above.
- 5) The tenders, which are received on time (as per para 3 above), will be opened at purchaser's office at 14.30 hrs. (02.30 PM) on 22.01.2017 (date). The purchaser will open the tenders in the presence of the tenders duly authorized representatives, who choose to attend the tender opening.
- 6) The purchaser will evaluate and compare the quotations [Limited Tender Enquiry] which are substantially responsive i.e. which are properly prepared & signed and meet the required terms, conditions, specifications etc. The purchaser will award the contract to the supplier whose quotation [Limited Tender Enquiry] 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 or annul the tendering process and reject all quotations [Limited Tender Enquiry] at any time prior to award of the contract, without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever, to the affected tenderer or tenderer(s).
- 8) Please submit your quotation [i.e. Limited Tender Enquiry] accordingly. You shall sign all the pages of your quotation. Your price quotation may be furnished in the format enclosed as Annexure-II and as per Para-03- of this bid document (i.e. quotation/tender). You are also required to return this original tender enquiry (all the pages), alongwith your Bid ( i.e. quotation/tender) as it is, duly signed by you on every page, for our record. You may retain a photocopy of this quotation (i.e.tender) enquiry for your record.

Encl.: Annexures I, II.

  
(Sanjay Singh)  
H E A D

**Annexure-I**

**SPECIFICATIONS AND OTHER TECHNICAL DETAILS OF REQUIREMENTS AND SERVICES**

S. No.	Description of goods and allied services	Accounting Unit	Quantity Required
1.	Farm Yard Manure [FYM]	Tractor Trolley [03 Ton Capacity]	730 Tractor Trolley [03 Ton Capacity]

**IMPORTANT:**

1. Interested bidder/suppliers should have to submit Bid Security of Rs.10600/- [Rupees Ten Thousand Six Hundred Only] compulsorily along with the quotation in the Shape of Demand Draft in favour of "CHES, Vejalpur" drawn on SBI, Vejalpur (Code No.13025), without submission of Bid Security, quotation [Limited Tender Enquiry] shall not be considered.
2. The successfully bidder/supplier will have to submit the Performance Security @ 10% of the quoted value in the shape of Demand Draft in favour of "CHES, Vejalpur", before supply of the item.
3. Rates should be quoted including all charges for the supply upto CHES, Vejalpur including transportation, if any.



**FORMAT OF PRICE QUOTATION**

S. N.	Description of Goods & allied Services	Specifications If any	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 the current rate of the same:

Grand Total Cost: Rs.....

We agree to supply the above goods & 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 & conditions of your tender enquiry including the terms of delivery & installation, 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 tenderer desires to put some additional / modified stipulations, terms & conditions etc. the same may be clearly indicated).*

We confirm that our offer will remain valid for acceptance for 90 days 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: