

# INDIAN COUNCIL OF AGRICULTURAL RESEARCH

Telegram: VETEX FARAH

Phone No: 0565 – 2763380

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## CENTRAL INSTITUTE FOR RESEARCH ON GOATS MAKHDOOM, P.O. FARAH – 281122, MATHURA (U.P.)

### INVITATION OT TENDER & INSTRUCTIONS TENDERERS

F. No.....

Dated .....200

To,

M/s.....

.....

.....

Dear Sirs,

I invite you to tender for the supply of the stores items detailed in the said schedule, the conditions of the contract which will govern any contract mate are those contained in the general conditions of contract applicable to the contract placed by the Indian Council of Agricultural Research ant the Research Institute under it and the special conditions detailed in tender form and those attached herewith. If you are in a position to quote for supply in accordance with requirements stated in the attached schedule, please submit your quotations to this office on the prescribed tender form attached.

2. **EARNEST MONEY** : Earnest money of Rs.....[Rupees .....only] must be deposited either in shape of Demand Draft of S.D. R./F.D.R. in favour of I.C.R.A. unit, C.I.R.G., Farah drawn on Syndicate Bank, Farah and the relevant receipt must accompany the tender.

THE TENDER MAY NOT BE CONSIDERED IF THE EARNEST MONEY RECEIPT IS NOT SENT WITH THE TENDER. NO REQUEST FOR TRANSFER OF ANY PREVIOUS DEPOSIT OF EARNEST MONEY EILL BE ENTERTAINED.

It is understood that the tender document has been issued to the tender and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not resile from his offer or modify the term and conditions thereof. Should the tenderer fail to observe any comply with the foregoing stipulation, the aforesaid amount will be forfeited to the “Indian Council of Agricultural Research”. In the event of the offer made by the tenderer not being accepted the amount of earnest money deposited by the tenderer will be refunded to him after he has applied for the same in the manner prescribed the Indian Council of Agricultural Research.

The Earnest Money should not any account fall account fall short of the amount actually required.

3. The schedule to the tender form should be returned intact whether you are quoting any item or not.
4. **SIGNING OF TENDER:**
  - (a) The tender is liable to be ignored if complete information is not given therein or if the particulars and date if any asked for in the schedule to the tender are not fully filled in. Specification attention must be paid to delivery dates and also to the general conditions of the contract would be governed by them.
  - (b) Individual signing the tender or other documents concerned with a contract must specify whether he signs as.
    - (i) A sole proprietor of the firm or constituted attorney of such sole proprietor.
    - (ii) A partner of the firm if it be a partnership, in which case he must have authority to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney.
    - (iii) Constituted attorney of the firm if it is company.
    - (iv) Each page of the tender schedule to tender and annexure if any should be signed by the tenderer.
5. **DELIVERY OF TENDER:** The original copy of the tender is to be enclosed in double cover. The inner cover should be sealed. The outer cover should bear only address of this office without any indication that there is a tender within. Right is reserved to ignore any tender which fails to comply with the above instructions. All out-station tenders should be sent by registered post. Only one tender should be included in cover. All tenders so enclosed in one cover will be liable to be ignored.
6. **LATEST HOUR FOR RECEIPT OF TENDERS:** Unless otherwise specified in the schedule to tender, your tender must reach this office not later than 4.00 p.m. on the due date of opening of tenders. Tenders sent by hand delivery should be put in the tender box at this office not later than 4.00 p.m. on the due date, unless otherwise stipulated in the schedule to tender.
7. **PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:**
  - (i) Firms tendering should note that it is desired that their offers should remain open for acceptance for 90 days from the date of opening of tender. If the firms are unable to keep their offers open for the specified period upto which they should specifically state in the tender form, the period upto which they want their tender to remain open for acceptance. In the absence of such specification in the tender it will be assumed that their offers will remain open for acceptance for the period as specified in the schedule.

- (ii) Quotation qualified by such vague and indefinite compression such as “subject to immediate acceptance” subject to prior sale” will not be accepted.
8. **OPENING OF TENDERS:** You are at liberty to be present or authorize your representative to be present at the opening of the tender at the time and date as specified in the schedule. The name and address of the representative who would be attending to opening of the tender on your behalf should be indicated in your tender. Please also state the name and address of your permanent representative, if any.
9. **PRICES:**
- (i) The prices quoted must not be per unit shown in the schedule and must include all packing and delivery charges. Refunds on account of returnable packages (if any) are to be separately specified. Prices and refunds must be clearly shown in figures and words in Indian currency.
- (ii) The prices must be stated for each item separately. The percentage of reduction, in the total price for entire demand should also be quoted, should an order to that extent be placed with you.
- (iii) If it is decided to ask for excise duty or any other charges as extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
- (iv) The prices quoted by the tenderer should be exclusive of sales tax (and should be clearly stated to be so ) which be paid by the purchaser, if legally leviable at the rate ruling on the date of supply as specified in the acceptance of tenderer.
10. **TERMS OF DELIVERY:** The delivery of stores is required by date specified in the schedule to tender. If however, it is not possible for you to effect delivery by the date(s), you should specify the date by which you can guarantee delivery in the prescribed schedule of the tender.
11. **SAMPLES:** Tender samples are required duly sealed under cover only.
- Quotation without Samples are specifically called for are liable to be ignored.**
12. **EXAMINATION OF CERTIFIED SAMPLES:** When sealed pattern of are mentioned in the schedule to the tender or specification in these certified sample thereof, may be seen at the place stated in the schedule to tender and should be examined by a competent person on your behalf (who should take this invitation with him) before the tender is submitted.

13. **PACKING**: Unless a method of packing is indicated in the specification or on the schedule to the tender for the method of packing which the contractor proposes to employ must be described in the schedule to tender form.
14. **RIGHT OF ACCEPTANCE**: This office does not pledge itself to accept the lowest or any tender and reserves itself right of accepting the whole or any part of the tender or portion of the quantity offered and you shall supply the same at the rates quoted. You are at liberty to tender for the whole or any portion or to state in the tender that the rate quoted shall apply only if the entire quantity is taken from you.
15. **COMMUNICATRIION OF ACCEPTANCE**: Acceptance by the purchase will be communicated by tender telegram, express letter of acceptance or formal acceptance of tender. In the case where acceptance is communicated by telegram or express letter, the formal acceptance of tender will be forwarded to you as possible, but the instructions contained in the telegram or express letter should be acted upon immediately.
16. The purchaser reserves the right to place order on the successful tenders for additional supply of the items at the rate quoted depending upon the performance/workmanship of the tenderer. Tenderer are bound to accept order for any additional quantity under this clause only if the order is placed with them within one year from the date of issue of acceptance of tenders.
17. **PRE-INSPECTION OF STORES BY THE CONTRACTOR**: In case a contractor is placed on you as result of this tender, you should satisfy yourself that the stores are in accordance with the terms of contracts and fully confirm to the required specification by carrying out through pre-inspection. Such pre-inspection on your part should minimize the change of rejection in the inspection and the consequences thereof.
18. Photostat copy duly attested as correct of the sales tax declaration correct to the effect that the firm is registered under the sales tax department, and.
19. 3-GA(5) or 3GA(2) form, as the case may be, should be attached alongwith each bill of supply, otherwise the purchase tax as may be applicable, will be deducted from each bill of supply.

DIRECTOR  
C.I.R.G.  
FOR AND ON BEHALF OF THE I.C.A.R.

TENDER No.....  
Contractor's Telegraphic.....  
Address.....  
Telephone No.....  
Code.....

From .....  
.....  
.....

To,  
The Director,  
Central Institute for Research on Goats,  
Makhdoom, P.O. Farah – 281 122.  
Mathura,

Sir,  
I/We hereby offer to supply the stores detailed in the schedule hereto or such portion thereof as you may specify in the acceptance of tender at the price given in the said schedule and agree to hold this offer open till .....I/We shall be bound by a communication acceptance dispatched within the prescribed time.

I/We have understood the instructions to tenders and conditions of contract included in the general conditions of contracts governing such contracts placed by the Indian Council of Agricultural Research and Research Institute under it and the special conditions of contract and have thoroughly examined the specification drawing and or pattern quoted in the schedule thereto and am/are fully aware of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.

The following pages have been added to and form part of this tender.

Yours faithfully,

(SIGNATURE OF TENDERER)

Encl. : A/A

Name.....  
Address.....  
Dated.....  
Signature of witness.....  
Address.....

SCHEDULE TO TENDER

TIME & DATE OF RECEIPT OF TENDER : .....P.M. ON...../...../200  
 TIME & DATE OF OPENING TENDER : .....P.M...../...../200  
 THE TENDER SHALL REMAIN OPEN FOR: : ..... P.M.ON...../...../200

ACCEPTANCE TILL

Item No.	Description of goods	Specification No. or sealed pattern	Number or Qty.	Price Qty.	or	Station of dispatch/term of delivery
1	2	3	4	5		6

List Attached

(The special instructions and conditions of contract applicable to this tender are attached to this schedule)

**Purchaser:** Director  
 Central Institute for Research on Goats  
 Makhdoom, P.O. Farah – 281 122  
 Mathura (U.P.)

2. Stores are required by.....
3. Consignee : Central Institute for Research on Goats, Makhdoom, Farah.
4. The tenderers must quote clear delivery terms indication F.O. B./F. A.S. port of export for imported stores and F.O.R. station dispatch for indigenous/ Ex-stock deliveries as applicable. Incomplete tenders are liable to be ignored.
5. Condition of contract as contained in special/General conditions of the contract and annexure to the tender attached herewith.
6. Tenderers are bound to accept order for additional quantity (upto 25%) at the rate quoted only if order is placed on them within one year from the date of issue of A/T.
7. In case the tenderer wants to furnish in separate covering letter any additional information/particulars of quoted conditions (e.g. those relating to allowance discount and rebate etc.), which cannot be accommodated in the tender form by means of a note. In the absence of such indication in the tender form, the contents of the covering letter will be ignored in consideration of tender.
8. Firm should note that, as desired, their offer should remain open for acceptance for ninety days from the date of opening the tender, if the firms are unable to keep their offers open for the specified period they should specifically state in the tenders to remain open for acceptance for the period as specified in the schedule to tender.

9. The rates for the items required in accordance with the specifications mentioned in the tender will only be considered otherwise the same will be rejected.
10. The rates should be quoted F.O.R the Institute Godown (and not premises) inclusive of all charges but exclusive of sales tax, if any.
11. The tender should also submit alongwith their tender, Income Tax and Sales Tax clearance certificate duly countersigned by Income Tax Officer and Commercial Taxation Officer of the circle concerned under the seal of his office and also indicate the name and full address of their banker,
12. The supply of the items will have to be completed within 15 days from the receipt of the acceptance of tender failing which it will be presumed that the tenderer is not interested in the supply and the order will automatically be stand cancelled.
13. A sample of the item should be first got approved before supply of the entire quantity.
14. The firm in whose favour the tender is accepted will have to deposit an amount equal to 10% of the value of contract as security deposit and will have to sign an agreement before execution of work. The security deposit will be refunded after successful completion of contract.
15. The rates accepted will remain valid for a period of one year from the date of acceptance unless it is extended or discontinued in writing.
16. The supply will have to be made periodically say quarterly on receipt of a written order from the Director or any other authority on his behalf.
17. The supply should confirm to the sample offered at the time of tender. Unsatisfactory supplier not conformity to supply will be rejected and the rejected materials will have to be lifted from the Institute within a period of seven days, failing which this Institute will not be responsible for any loss on that account.
18. Loading/unloading will be done at the cost of supplier.

Tenderers must give specific answers against each of the following questions. Tenders containing equivocal for evasive replies will ignored.

1. Whether stores offered confirm to particulars quoted in the schedule if not details of deviation must be stated here.
2. (i) Brand
  - (ii) Name & address of the manufacturer.
  - (iii) Station of manufacture
3. Guaranteed date by which delivery can be completed.

4. Packing that is proposed to employ, whether specification packing will be adhered to.
5. Whether sample submitted.
6. Gross weight of consignment.  
Net weight of sack items.
7. Whether you agree to the inspection clause as stipulated.
8. Stocks in hand at the present time consist of.
  - (a) Held by us .....
  - (b) Held by M/s.....over which we have secured an option.
9. Stocken routed in India.
10. If the stores offered are manufactured in India whether all the raw materials, components etc. used in their manufacture are also produced in India. If not, give details of materials, components, etc. that are imported and their countries of origin. A clear break up of the indigenous and imported components together with value and the proportion it bear to the total value of the stores should also be given.
11. Raw materials are held in stock sufficient for the manufacture of.....
12.
  - (i) Here state specially whether the price tendered by you is to the best of your knowledge and belief not more than the price usually charged by you for store of the same nature class or description to any private purchaser domestic or foreign as well as purchaser Government, Semi-Government. Autonomous organization etc. if not, state the reasons thereof and also indicate the margin of differences.
  - (ii) In respect of indigenous stores for which there is controlled price fixed by law, the price quoted shall not be higher than the controlled price. If the price quote exceeds the controlled price, the reasons therefore shall be specifically stated.
- 13 Business name and constitution of tendering firm.  
Is the firm registered under:-
  - (i) The Indian Companies Act, 1956
  - (ii) The Indian Partnership Act, 1932

(please give the name of partners)

  - (iii) Any act if not, who are owners (please give full names)
14. Do you agree the arbitration clause stipulated (your acceptance or non-acceptance of this clause will not influence the decision of the tender. It should, however, be

noted that an omission to answer the above question will be deemed as an acceptance of the clause.

(For Partnership Firms Whether Registered or not Registered) Under Indian Partnership Act, 1932. Should the answer to this question by partnership firm be in the affirmative, please state further.

- (a) Whether by the partnership agreement, authority to refer disputes concerning the business of partnership to arbitration has been conferred to the partner who has signed the tender.
- (b) If the answer to (a) is in the negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender of refer dispute concerning business of the partnership to arbitration.
- (c) If the answer to either (a) or (b) is in the affirmative, have you already furnished a copy of either the partnership agreement or the general power of attorney as the case may be to I.C.A.R./Institute/Lab. Centre station. Please quote reference to the communication by which this was done.

N.B. : 1. If a copy of neither the partnership agreement nor the general power for attorney has previously been furnished to the ICAR/Institute/Lab. Centre station please attach to tender a copy of either document on which reliance is placed for authority of partners or the partner signing the tender of refer disputes to arbitration. The copy should be attested by a Notary public or its execution should be admitted by affidavit on a properly stamped paper by all the partners.

2. Where authority to refer disputes to arbitration has not been given to the partner signing the tender, the tender must be signed by every partner of the firm.
15. (FOR MANUFACTURING FIRMS)
  - (i) What is your installed capacity?
  - (ii) What is your working capacity?
  - (iii) What is the existing load?
  - (iv) What portion of your capacity are you prepared to reserve and allocate to this Rate contract?
16. (FOR SOLE AGENTS/STOCKISTS)
  - (i) What is your present stock?
  - (ii) What is the volume of orders (Including Government orders pending with you at present) ?
  - (iii) What is the rate of flow or stocks?
  - (iv) What is the rate of issue?
17.
  - (i) What stock you will maintain at each important centre in India?
  - (ii) What is the time and date required for replenishment of the stocks at these centres?

18. Whether Earnest Money has been deposited. If so the Receipt No. and date and amount deposited should be quoted.

Notes: Clause not required in a particular tender should be scored out duly authenticated before issuing the tender documents to the intending tenders.

ANNEXURE TO SCHEDULE TO TENDER  
(To be returned by Tenders alongwith the tender duly signed)

1. **General:**

Tenderers should furnish a clear declaration as follows:-

I/We declare that I am/we are,

- (i) Manufacturers.
- (ii) Manufacture authorized agents.
- (iii) Holders in stocks of the stores tendered for.

(Strike out what is not applicable)

2. **Conditions of Contract:**

Printed or cyclostyled or such terms and conditions of the tendering firms not appearing in the body of the tender will not be considered as forming part of their tender. Tendering firms should quote on the basis of the conditions referred to in para 1 of the institution of Tender & instructions to tenderers. In case any terms and conditions of contract applicable to this invitation to Tender are not acceptable to the Tendering forms, they should specifically state deviation there from in the body of their tender.

3. **Deviation from Specification:**

It is in the interest of the tenderers to study the specification drawing etc., specified in the tender schedule thoroughly before quoting so that if any deviations are made by the tenderers, the same are prominently brought out in the body of their tender.

4. **Price:**

- (a) Price must be terms of new coinage system viz., rupees & paisa.
- (b) The unit prices should be for the same units indicated in the schedule to enquiry and not any other unit.
- (c) Prices quoted should be invariably for delivery F.O.R. station of destination or (of dispatch )in India and inclusive of charges such as packing, forwarding, custom duty, octroi, etc., where applicable.

- (d) Quantity discount, if any should be indicated prominently.
- (e) The F.O.R. station of dispatch prices shall be deemed to include free delivery to the consignee situated within municipal corporation Limits/a radius of 10 kilometers from the firm premises in case of local delivery.
- (f) (i) Offers on firm price basis are referred.
- (ii) Where firms can not quote firm prices, variable prices with a ceiling are preferred.
- (iv) Where wages escalator is insisted upon, due consideration is given to the offer with lowest wages escalator factor.

5. **Custom Duty:**

1. For imported stores offered against forward delivery, the tenderers shall quote price thereof exclusive of customs duty. The quotation shall specify separately the F.O.B. Price C.I.F. Price and the custom duty payable. They will also indicate correctly the rate of custom duty applicable alongwith Indian customs Tarriff Number.
2. In cases where all tenderers have quoted only for imported stores against forward delivery, the tenders will be evaluated on price exclusive of customs duty. In such cases the amount of Customs Duty as legally leviable calculated by reference to the tariff value of the stores declared by the tenderers in their tenders, but not exceeding the amount actually paid will be reimbursed to the successful tenderer
3. Customs duty actually paid not exceeding the amount legally leviable will be provisionally reimbursed to the successful tenderer to the extent of 90% on production relevant documents (bill of entry etc.) alongwith advance payment of 90% that may be stipulated in the contract provided that the said imported store are delivered in full or before the date quoted in the contract and accepted by the Council/institute/lab./station/center. In case of delay in the delivery thereof only 90% of the Customs Duty as defined above will be provisionally reimbursed. All such provisional reimbursement of custom duty as defined above will be subject to final adjustment on satisfactory completion of the supply stipulated in the contract. It is a specific condition of this tender enquiry that any increase in Customs Duty payable or paid by the successful tenderer due to the delivery of the said imported store or part thereof after the date of delivery stipulated in the contract shall not be reimbursed.
4. If the purchaser is of the opinion that the Custom Duty has been wrongly assessed either because of wrong classification or any reason whatsoever the supply shall be bound at the request of the purchaser to peruse all legal remedies to challenge that assessment at the supplies cost. If as a result proceedings a refund is contained, it shall be deposited forthwith by the supplier with the .....concerned to the credit of the purchaser. Final payment to them would be made on production of auditor's certificate in restrict of credit of such refunds.

6. **Transit Insurance:**

The purchaser will not pay separately for transit in the supplier will be responsible till the entire stores contracted for arrive in good condition the destination.

The consignee all, as soon as possible but not later than 30 days of the date of arrival of stores at destination, notify the contractor of any loss or damage to the stores that may have accrued during transit.

The tenders/ quotation in which transit insurance cost has been claimed as an extra, may not be considered.

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To be specified in each case.

7. **Price Reference for Earlier Delivery:**

It should be noted that if a contract is placed on a higher tender as a result of this invitation to tender in preference to the lowest acceptance offer in consideration of offer earlier delivery, contract will be liable to/ may to Council the difference between the contract rate and that of the lowest acceptable tender, on the basis of F.O.R. destination including all elements of freight, sales tax, local taxes, duties and other incidental in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract. This is in addition to and without prejudice to other rights under the terms of the contract.

8. **Payment Terms:**

- (i) The standard terms of payment as embodied in the General conditions of contract and or special condition of contract will apply and no relaxation will be possible.
- (ii) If payment is desire to be made to contractor's Bankers or other parties, the endorsement must be completed in the bill form and signed separately and word 'self' scored out. In addition, a power of attorney or transfer deed will be necessary in such cases conferring authority on the Bankers or the party concerned to receive payment on behalf of the contractor.

9. **Additional Particulars to be Furnished by the tender:**

Tenderers shall submit alongwith their tenders:-

- (i) An Income Tax clearance certificate (duly countersigned by the income tax officer of the circle concerned under the seal of his office.
- (ii) Name and full address of their Banker.

- (iii) Performance statement duly signed by them regarding supplies made by them against contract received from the D.G.S. & D. Chief Controller of Printing & Stationary (Government of India for similar stores for the past three years. In case the tenderer has not secured any contract during the past three years he should give the performance against earlier contract placed on him, if any.
- (iv) The equipment they possess for the manufacture of the stores and for quality control.

Note:- Tenders not containing the above particulars are liable to be ignored.

10. **Guarantee/Warranty:**

The tenderers shall furnish alongwith their quotation the under guarantee/noted warranty:-

- (i) Guaranty that they will supply spare parts if and when required on the agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogues or on agreed percentage of profit on the landed cost.
- (ii) Warranty to the effect that before going out of production for the spare parts the will give adequate advance notice to the purchaser of the equipment so that the latter may undertake the balance of the life-time requirements.
- (iii) The warranty to the effect that they will make available to the blue prints or drawing of the spares, if any, when required in connection with the main equipment.
- (iv) The contractor shall furnish the following warranty in case contract is placed on him-

The contractor or seller hereby declares that the goods/stores/articles sold to buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the clause..... hereof and the contractor/seller hereby guarantee that the goods/stores/articles would continue to confirm to the description and quality aforesaid for a period of .....days/months and quality aforesaid from the date of delivery of the said goods/stores/articles to the purchaser and that not with standing the facts that the purchaser (inspector) may have inspected and /or approved the said goods/stores/articles. If during the aforesaid period of

.....days/ months the said goods/stores/articles be discovered not to confirm to the description and quality aforesaid or have deteriorates (any the decision of the purchaser in that behalf will be final and conclusive) the purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not be confirmed to the said description and quality. On such rejection the goods/ articles/stores will be at the seller's risk and all the provisions herein contained relating to rejection of goods, shall if so, called upon to replace within a period of .....months/or such further period as may be extended from time to time by the purchaser in his discretion made therefore by the on an application contractor/seller of the goods/stores or such portion thereof as is rejected by the purchaser and in such an event the above mentioned warranty period shall apply to the goods/stores/articles replaced from the date of replacement thereof otherwise the contractor/seller shall pay to the purchaser such damages as may arise by reason of the breach of the conditions herein contained. Nothing herein contained shall prejudice any other right of the purchaser in the behalf under this contract or otherwise.

11. **Jurisdiction:**

All questions, disputes or differences under, out of or in connection with the contract, if concluded shall be subject to the exclusive jurisdiction of the court within the local limits of whole jurisdiction the place from which the acceptance of tender is issued, is situated.

(Signature of Tenderer)  
&  
Address

Note:- Clauses not applicable to a particular tender may scored out duly authenticated before issuing tender paper.