



राष्ट्रीय मिथुन अनुसंधान केंद्र
भारतीय कृषि अनुसंधान परिषद
National Research Centre on Mithun (NRC-M)
Indian Council of Agricultural Research (ICAR)
Jharnapani, Medziphema, Nagaland-797106 INDIA



M/s

Sub: INVITATION OF TENDERER AND INSTRUCTION TO TENDERERS

Dear Sirs.

I invite you to tender for the supply of the stores/items detailed in schedule. The conditions of contract which will govern contract made are those contained in the general conditions of contract applicable to the contract placed by the Indian Council of Agriculture Research and 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 offer to this office on the prescribed tender attached.

- 2. EARNEST MONEY:** EARNEST Money of Rs.....
(Rupees.....only) must be deposited either in the shape of Demand Draft or T.D.R. in favour of Director NRCM, Jharnapani, drawn on SBI, Medziphema (06759) Dimapur, Nagaland.

THE TENDERER 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 WILL BE ENTERTAINED.

It is understood that the tender document has been issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not resale from his offer or modify the terms and conditions thereof. Should the tenderer fail to observe/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 by the Indian Council of Agricultural Research.

The Earnest Money should not on any 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. Specific

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 connected with the 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 a company.
- iv. Each page of the tender, schedule to the 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. All the covers should be subscribed with "Tender for (name of items) & due onRight is reserved to ignore any tender which fails to comply with the above instructions. All out station tenders should be sent by Registered/Speed Post. Only one tender should be included in a cover. All tenders enclosed in one cover will liable to be ignored.

6. LAST HOUR FOR RECEIPT OF TENDERS:

Unless otherwise specified in the schedule to tender, your tender must reach this office not later than 11.00 AM 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 3.00PM, 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 keep the rates open for acceptance of 90 days from the date of opening of tender. If the firms are unable to keep their offer open for the specified period, 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 offer will remain open or 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:

1. The price quoted must be net 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 reductions must be clearly shown in figures and words in Indian currency or as specified.
2. 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.
3. 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.
4. The prices by the tenderer should be exclusive of Sale 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 tender. The rate of sales tax/CST etc. should be clearly mentioned in the offer.

10. TERMS OF DELIVERY:

The delivery of stores is required by the date specified in the schedule to tender. If, however, it is not possible for you to effect delivery by the dates, you should specify the date by which you can guarantee delivery in the prescribed schedule to the tender.

11. SAMPLES:

Tender samples are required duly sealed under cover only.

QUOTATIONS WITHOUT SAMPLES WHEN SPECIFICALLY CALLED FOR ARE LIABLE TO BE IGNORED

12. EXAMINATION OF PATTERN OF CERTIFIED SAMPLES:

When sealed pattern are mentioned in the schedule to the tender of specification. 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 in 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 the 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. COMMUNICATION OF ACCEPTANCE:

Acceptance by the purchaser will be communicated by Speed Post/Fax/Email. In the case where acceptance is communicated by the mode mentioned above, the formal acceptance of tender will be forwarded to you as early as possible but the instructions contained in the letter should be acted upon immediately.

16. The purchaser reserves the right to place order on the successful tenderers for additional supply of the items at the rate quoted depending upon the performance/ workmanship of the tenderer. Tenderers 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. In the case a contract is placed on you as a result of this tender you should satisfy yourself that the stores are in accordance with the terms of contract and fully confirm to the required specification by carrying out thorough pre- inspection. Such pre-inspection on your part should minimize the chance of rejection in the inspection and the consequences, thereof.

18. This contract will be valid and binding subject to compliance of concerned act/regulation of central or state, as may be applicable, by the tenderers.

Yours faithfully,
For and on behalf of the ICAR

DIRECTOR

Tender No.

Contractor's email address

Telephone No.

From

To

The Director
NRC on Mithun, (ICAR), Jharnapani,
Medziphema, Nagaland-797 106.

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 120 days. I/We shall be bound by a communication/acceptance dispatched within the prescribed time.

I/We have understood the instructions to tenderers and conditions of contract included in the general conditions of contract governing such contracts placed by the Indian Council of agricultural Research and Research Institutes under it and the special conditions of contract and have thoroughly examined the specification/drawing and/or pattern quoted in the schedule there to 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)

Name

Address

Dated

Signature of Witness

Name

Address

Enclosures: As above

SCHEDULE TO TENDER

Date & Time of Receipt of Tender : at P.M.

Date & Time of Opening of Tender : at P.M.

The Tender shall remain open for..... days from the date of opening.

Item No	Description of Goods	Specification No or Sealed Pattern	Number or Quantity	Unit Price	Station of despatch

(The special instruction of conditions of contract applicable to this tender are attached to this schedule).

-
1. Purchaser: The Director, of NRCM, Jharnapani, Medziphema, Nagaland-797 106
 2. Store are required by (date to be indicated) : Immediately
 3. Consignee: NRCM, Jharnapani, Medziphema, Nagaland- 797 106
 4. The tenderers must quote clear delivery terms indicating FOB&CIF basis for imported stores and FOR station despatch for indigenous/Ex-stock deliveries as applicable. Incomplete tenders are liable to be ignored.
 5. Tenderers are bound to accept order for additional quantity at the rate quoted only if order is placed on them within one year from the date of issue of acceptance of tender.
 6. In case the tenderer wants to furnish in a separate covering letter for main or any additional information/particulars of quoted conditions (e.g. those relating to price, terms and conditions, discount rebate etc.) which cannot be accommodated in the tender form by means of a note. Indication to the effect must be mention in the tender form, in the absence of such indication in the tender form the contents of the covering letter will be ignored in consideration of tender.

7. Firm should not that it is desired that their offer should remain for acceptance for 90 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.

8. The rates for the items required in accordance to the specifications mentioned in the tenders will only be considered otherwise the same will be rejected.

9. The rates should be quoted F.O.R. Institute's Godown (and not premises) inclusive of all charges but exclusive of Sales Tax, if any.

10. The tenderer should also submit along with 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).

11. 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 stand cancelled and security money deposited will be forfeited.

12. A sample of the items should be first got approved before supply of the entire quantity.

13. The firm in whose favour the tender is accepted will have to deposit an amount equal to 5-10% 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 only after successful completion of contract. In case of imported items, L.C. will generally be opened on 90% of FOB/CIF value and balance 10% will be paid in Indian Rupees. The Indian agent should registered with the DGS&D and copy of registration should enclosed along with tenders.

14. The rates accepted will remain valid for a period o one year from the date of acceptance unless it is extended or discontinued in writing.

TENDERERS MUST GIVE SPECIFIC ANSWERS AGAINST EACH OF THE FOLLOWING QUESTIONS. TENDERS CONTAINING EQUIVOCAL OR EVASIVE REPLIES WILL BE IGNORED.

15. Whether stores offered confirm to particulars quoted in the schedule? Is not, details of deviation must be stated here.

16. (i) Brand
(ii) Name and Address of the manufacturer
(iii) Station of manufacture.
(iv) Life span prescribed by the manufacturer of the items(S)
(v) Guaranteed date by which delivery can be completed.
(vi) Packing that is proposed to employee.
Whether specification packing will be adhered to.
(vii) Whether sample submitted.
(viii) (a) Gross weight of consignment.

(b) Net weight of packed items.

17. Whether you agree to the inspection clause as stipulated.

18. Stock in hand at the present time consists of:

(a) Help by us.....

(b) Help by M/S.....

over which we have secured an option.

19. Stock routed in India.

20. 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, Component etc., that are imported and their countries of origin. A clear breakup of the indigenous and imported component together with value and proportion it bear to the total value of the stores should also be given:

21. Raw Materials are held in stock sufficient for the manufacture of.....

22.

(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 stores of the same nature, class or description to any private purchaser domestic or foreign as well as purchaser Govt, Semi Govt., 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 the law, the price quoted shall not be higher than the controlled price. If the price quoted exceeds the controlled price, the reasons therefore shall be specifically stated.

23. 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 names of partners)
- (iii) Any other (Please specify) :

24. 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 this clause.

FOR PARTNERSHIP FIRM WHETHER REGISTERED OR NOT REGISTERED UNDER INDIAN PARTNERSHIP ACT, 1932.

Should the answer to this question by a partnership firm be in the affirmative, please state further:

25. (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 resigned the tender to refer disputes 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 or 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.

FOR MANUFACTURING FIRM:

26.

- I. What is your installed capacity?
- II. What is your working capacity?
- III. What is the existing load?
- IV. What portion of your capacity.

You prepared to reserved and allocate to this rate contract?

FOR SOLE AGENTS/STOCKIST:

27.

- I. What is your present stock?
- II. What is the volume of orders (including Govt./Others) Pending with you at present.
- III. What is the rate of flow of stocks?
- IV. What is the rate of issue?

28.

- I. What stock you will maintain at each important centre in India.
- II. What is the time and date required for replacement of the stocks at these centres?

29. Whether Earnest Money has been deposited? If so details thereof date and amount deposited should be quoted.

Note: Clause not requiring in a particular tender should be scored out duly authenticated before issuing the tender documents to the tending tenderers.

30. **GENERAL:** Tenderers should furnish a clear declaration as following:-

I/We declare that I am/We are

- i. Manufactures
- ii. Manufacturer's authorized agents
- iii. Holders in stocks of the stores tendered for
(Strike out what is not applicable)

31. CONDITIONS OF CONTRACT: Printed or cyclostyled or such terms and conditions of 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 conditioning referred to in para 1 of the Invitation to Tender and Instruction to Tenderers. In case any terms and conditions of contract applicable to this Invitation to Tender are not acceptable to the tendering firms they should specifically state deviation there from in the body of their tender.

32. DEVIATION FROM SPECIFICATION: It is in the interest of the tenderers to study the specifications/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.

33. PRICE:

- A. Prices must be in a rounded figure (in INR)
- 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 FOR 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 FOR 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 preferred.
 - (II) Where firms cannot quote firm prices, variable prices with a ceiling are preferred.
 - (III) Where wages escalator is insisted upon due consideration is given to the offer with lowest wages escalator factor.

34. CUSTOM DUTY & OTHER CHARGES: The rate should be quoted on FOB basis and also CIF basis separately. The rate of custom duty in terms of percentage or exact amount must be shown for each item. The packing, forwarding, loading, unloading and other incidental charges by whatever name they may be known should be quoted/shown separately otherwise it will be presumed that rates quoted are inclusive of all charges.

35. TRANSIT INSURANCE:

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

The consignee shall as soon as possible but not later than 60 days of the date of arrival of stores at destination, notify the contractor of any loss or damage to the stores that may have occurred during transit.

36. PAYMENT TERMS:

(I) The standard terms of payment as embodied in the General Conditions of contract and or special conditions of contract will apply and no relaxation will be possible. The payment term on bill basis is generally accepted and the payment of contractor bill will be made within reasonable time say 30 days after receipt of material in good condition and as per specifications.

37. ADDITIONAL PARTICULARS TO BE FURNISHED BY THE TENDERER:

Tenderers shall submit alongwith their tenders:

- i. An Income Tax Clearance and S.T. Certificate (duly countersigned by the Income Tax Officer of the circles concerned under seal of his office.
- ii. Name and full address of their Banker.
- iii. The equipment they possess for the manufacture of the stores and quality controls details.
- iv. Copy of any other licence/certificate required by the law relating to concern subject.

NOTE: Tender not containing the above particulars are liable to be ignored.

38. GUARANTEE/WARRANTY:

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

- (i) Guarantee that they will supply parts if and when required on the agreed basis for an agreed price. The basis 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 they will give adequate advance notice to the purchaser of the equipment so that the later may undertake the balance of the life-time requirements.
- (iii) The warrantee to the effect that they will make available the blue prints or drawing of the spares, if any when required in connection with the main equipment.
- (iv) The contractors shall furnish the following warranty in case contract is placed on them.

The Contractor or Seller hereby declares that the goods/stores articles sold to the 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 Contractor/Seller hereby guarantee that the goods/stores/articles would continued to confirm to the description and quality aforesaid for the period of -----days/months and quality aforesaid form the date of delivery of the said goods/stores articles to the purchaser and that not withstanding the fact 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 (and the decision of the purchaser in that half will be final and conclusive). The purchaser will be entitled to reject the 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/stores articles will be at the seller's risk and all the provisions herein contained relating to rejection of goods, shall if so, called upon to do 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 here before by them on an application, Contractor/Seller of the goods, stores or such portion there of us of 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 damage as may arise by reason of the breach of the conditions herein contained. Nothing herein contained shall prejudice any other right of the purchaser on the behalf under this contract otherwise.

39. 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