TENDER NOTICE FOR RATE CONTRACT

The Director, ICAR-Central Tuber Crops Research Institute, Sreekariyam, Thiruvananthapuram on behalf of the Secretary, ICAR, New Delhi invites sealed tenders from the Manufacturers of Laboratory Chemicals/Glassware(s)/Plasticware(s)/Laboratory consumables for entering in to Annual Rate Contract during the year 2020-2021. The tender form and other details along with terms & conditions are available on website www.ctcri.org. The tenders will be opened on 08-07-2020 at 02:30 PM. Tender Form can be downloaded from above Website. The incomplete and late tender by any mode of dispatch will not be accepted at all.

Sahayak Prasarak Adhikari/Asst. Administrative Officer (Store)
Website Notice for Inviting Quotations for Rate Contract

Sealed Tenders are invited from the Manufacturers for branded items of Laboratory Chemicals/Glassware(s)/Plastic-ware(s)/Filter Paper(s) etc. to ICAR-CTCRI, Sreekariyam, Thiruvananthapuram during the year 2020-2021. If they are not in a position to quote, they may authorise only one exclusive agent, who may quote alongwith the authorization. Authorised agent quoting for the supply should attach valid authorisation from the manufacturers to ensure prompt supply, failing which the quotation will be summarily rejected.

BRIEF TERMS AND CONDITIONS OF THE RATE CONTRACT:-

1. The ICAR-CTCRI is a Research institute under the control of ICAR, New Delhi (Ministry of Agriculture and Farmers Welfare, Govt. of India) is exempted from Excise and Customs Duties on Research Consumables, vide Notification No.51/96-Customs dated 23.07.1996 and Central Excise Duty exemption in terms of Govt. Notification No. 10/97 respectively.
2. However, for availing the aforesaid Duty Exemption benefits, the Prices are to be quoted by Manufacturers essentially on Ex-Works basis, without including any Excise/Customs Duty component. Freights required to be quoted extra, for transportation from Ex-Works to Destination.
3. No equipment or apparatus of permanent nature etc. are covered under the Rate Contract irrespective of its value.
4. Destination(s) for supply of Material on F.O.R. Basis (Ex-Works Price plus Freight) will be the ICAR-CTCRI, Sreekariyam, Thiruvananthapuram as per details in respective Purchase Order(s).
5. The Institute will not issue any “C” & “D” form. However, GST and any other Govt. Levies, if applicable, will be paid extra. This Institute is eligible for concessional GST rate of 5% in terms of Ministry of Finance notifications. The Institute will issue GST Concession Certificate(essentiality certificate).
6. The firm must clearly mention that the billing for supply of material will be done by them directly, with/without the ‘liaisoning’ support by their authorized dealers. The Manufacturer may appoint only one Authorized dealer at one location for liaisoning, if any, without any Billing role, for supply of above-mentioned item(s) at ICAR-CTCRI, Sreekariyam, Thiruvananthapuram. The same must be pre-disclosed in the Rate Contract offer.
7. The Manufacturing firm has to submit the Earnest Money of Rs.5000/- (Rupees five thousand only) in the shape of Demand Draft drawn in favour of “ICAR Unit, CTCRI” Payable at Thiruvananthapuram”. EMD exemption allowed to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issues by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry of Department.
8. The Quotation without Earnest Money/EMD Exemption Certificate and Latest Printed Price list will not be entertained in any condition and no correspondence in this regard will be entertained by the Institute.

9. In the event of Quotation being accepted for Award of Rate contract, the EMD will be refunded to the Manufacturing Company only after complete supply of the material & completion of Rate Contract obligations satisfactory.

10. The quotation of the firms, which have either been black-listed or which have stopped dealing with the CTCRI/ICAR, will not be accepted.

11. The firm should submit at least three copies of printed price list for the year 2020-21, which shall be applicable only after actual date of offer of R/C, without which the Rate Contract will not be awarded. Price list once submitted with the quotation will not be changed during the period of R/C and appropriate discount on the price list in the catalogue may be given/shown in the quotation.

12. The firm should submit the list of Govt. Deptt./Organizations/ Institutions of ICAR Institutes with whom they have Rate Contract of above-listed item during last five years.

13. The firm will supply the material as per Purchase Order and short supply of material will not be accepted in any circumstances.

14. The supply of perishable store and the rejected material must be replaced free of cost by the Manufacturer firm to the purchaser. The packing of the goods should be as is required to prevent the material from damage or deterioration during transit to their final destination.

15. The supplier shall deliver the goods within the delivery period mentioned in the P.O in case of any delay in executing the contract, the supplier shall promptly inform the purchaser, in writing, the fact of delay & duration of supply will before the expiry of delivery period. Otherwise penalty @ 0.5% per week of the cost of purchase order will be deducted subject to a maximum of 10% of the ordered value.

16. No payment will be made in advance. The payment will be released within 30 days through the mode of e-payment only after receiving goods in full and in satisfactory conditions at destination. Triplicate pre-receipted bills affixing a revenue stamp, where required should be sent to the concerned Division/Regional Centre for payment. No interest will however, be payable in case of delayed payments.

17. This Rate Contract will be made only in Indian Rupees.

18. Prices charges for the stores supplied under Rate Contract should in no event be higher than lowest prices at which the party sells the items of identical description to any other Govt. Organization/Private Organizations during the period of contract failing which the "FALL CLAUSE" will be applicable. A certificate to this effect may be provided by the tenderer that the lowest prices have been offered to ICAR-CTCRI. In case it is found that the price charged by the firm are more, the same will be recovered from the subsequent/unpaid bill of the supplier.

19. The Rate Contract will be valid for a period of 12 months (twelve) from the date of award of Rate Contract. The Rate Contract can be extended further for 12 months subject to performance review of the firm/supplier on the existing terms & conditions.

20. A certificate is to be given by the applicant that the price list supplied is the only one in circulation.

21. Discount, if any, on the price list may be mentioned clearly with certification that higher discount is not offered to any other Department/Organization.

22. Special discount/prices, if any, applicable to the Research Institutions aided by the Govt. of India should be quoted separately.

23. In case of supply of goods through dealers, their name and mail address must be declared in the bidding document, which will be valid during RC and no change will be allowed except in complaining circumstances failure to execute order in time etc.
24. Indicate the all authorised dealer in original proposal, no addition and deletion of authorised dealer will be entertained after finalization of R/C.
25. In case any Chemical/Glassware/Plasticware and other consumable items are available on GEM, the same will be procured as per rule in force.
26. The Director, ICAR-CTCRI, Sreekariyam, Thiruvananthapuram reserves the right to cancel the rate contract anytime without assigning any reason.
27. The dispute(s), if any, arising in relation to the Rate Contract, shall be subject to Thiruvananthapuram jurisdiction only.

The Sealed and complete quotation in all respects, along with Earnest Money, should be addressed & sent to the Senior Administrative Officer, ICAR-Central Tuber Crops Research Institute, Sreekariyam, Thiruvananthapuram-695017 by 07.07.2020 upto 2.00 PM positively, through Registered Post/Speed Post/Courier service etc. Tender/quotations received after due date will not be considered for opening.

THIS NOTICE FOR INVITING TENDERS FOR RATE CONTRACT is also available on our website: www.ctcri.org

| Last date & time for submission of sealed bids | 07.07.2020 at 02.00 P.M. |
| Due date & time of opening bids | 08.07.2020 at 02.30 P.M |

Asst. Administrative Officer (Store)

N.B. In the event of any of the dates being declared as a holiday/closed day for the purchase the tenders/quotations will be sold/received/opened on the next working day at the appointed time.
STANDARD BIDDING DOCUMENTS
(FOR LOW VALUE PURCHASE)

Tender Enquiry No 3-1/2020-Store Dated: 27.05.2020

To

______________________________

Dear Sir,

We have a requirement of the goods as indicated below, tender for which will be opened at 2:30 PM on 08.07.2020 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 quantity:

Rate Contract of Laboratory Chemicals/Glassware(s)/Plastic-ware(s)/Filter Papers for the year 2020-21.

ii) Guiding specification and other technical details:

Rate Contract of Laboratory Chemicals/Glassware(s)/Plastic-ware(s)/Filter Papers(s)/ for the year 2020-21.

iii) Terms of delivery: Delivery at site, viz. F.O.R, ICAR-CTCRI, Sreekariyam, Thiruvananthapuram

iv) Delivery period for goods: Within 30 days from the date of the supply order or as mentioned in P.O.

v) Erection/installation and commissioning (if required, depending on the goods ordered) are to be completed within 30 days of delivery of the goods at site.

vi) Terms of inspection by the purchaser’s representative.

vii) Training of purchase’s operator(s) for operating the goods ordered, as and if necessary:

______ operator(s) is/are to be trained for a period of ________ weeks at purchase’s premises/ supplier’s premises for successfully operating the goods purchased. The training shall be completed by _______________.

______________________________
viii) Prices structure:
   a) The rates and prices quoted shall be in Indian Rupees only.
   b) 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.
   c) 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.

ix) Receipt of goods & Terms of payment:

   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 in the delivery challan of the supplier 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 the seven working days of receipt of supplier invoice purchaser receipt certificate and other accompanying documents provided the same are in order.

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 suppliers communication, the purchaser shall decide as to whether to cancel the contract for the un-supplied portion after existing delivery period, or to extend the delivery period suitable by issuing an amendment to the contract. If the supplier fails to delivery the goods and/ or perform the services within the contractual delivery period for reasons other than circumstances beyond supplier contract (which will be determined by the purchaser) and the purchaser extends the delivery period, the purchase 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 limits of such deduction will however, 10% (ten percent of the contract price the delayed good or services. Once the maximum is reached purchaser may consider termination of contract, if the same have not been terminated already.
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 & service supplied during the period of delay.

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

xi) Warranty Clause: One year

xii) 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 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, New Delhi 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 issued.

2. You are also required to fulfil 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 without any change in the unit price or other terms & conditions.

b) The Tenderer furnish a certified copy of latest ITCC (Income Tax Clearance Certificate).

c) The Tenderer should furnish all relevant details, if the firm is currently registered with any Govt. Organization.

d) To state whether business dealings with the tenderer presently banned by any Government Organization/ICAR Institute and, if so, furnish relevant details.

e) The Tenderer shall not submit more than one tender/quotation for the same set of goods.

f) The Tenderer/supplier shall at all times indemnify the purchaser, at no cost to the purchaser, against all third party claims if 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 Tenderer/quotations as well as the contract shall be written in English language. All correspondence and other documents pertaining to the quotations(s) and the contract, which the parties exchange, shall also be written in English.

The Tenderer/quotation and all correspondence and document relating to the quotation exchanged between the bidder and the purchaser may also 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 “DO NOT OPEN BEFORE 2:30 PM at 08-07-2020” (*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 have the full address of the purchaser. The supplier must ensure that its 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 to 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 tender in case the same are not properly sealed & marked and/ or sent as above.

5. The tenders, which are received in time (as per para 3 above) will be opened at purchaser office at 2:30 PM on 08-07-2020. The purchaser will open the tenders in the presence of the tender duly authorized representative, who choose to attend the tender opening.

6. The purchaser will evaluate and compare the quotations, which are substantially responsive i.e. which are properly prepared & signed and meet the required terms, conditions, specification etc. The purchaser will award 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 or annul the tender in process and reject all quotations 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 tenterers.

8. Please submit your quotation accordingly. You shall sign all the pages of your quotation. 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.

9. **Earnest money of Rs 5000/- (Rupees Five Thousand only)** should be attached with tender/ quotation in shape of Demand Draft drawn in favour of “ICAR Unit-CTCRI”. No request for transfer/adjust of any previous deposit of earnest money or security deposit or payment of any pending bill held by the Institute in respect of any previous supplies will be entertained.
10. List of documents required should be attached with the tender form.

1. Copy of PAN number
2. Copy GST registration certificate
3. Complete Tender Form duly sealed and signed
4. Earnest Money Deposit in original.
5. Undertaking in regard to discount as per Annexure-II
6. Undertaking in regard to blacklisting as per Annexure-III
7. Certificate by the bidder that the price list supplied to this Institute is only one in circulation.
8. Authorisation certificate from Principals for authorised agents of the Manufacturers.
8. Copy of MSME/NSIC/Make in India initiative Certificate

Asst. Administrative Officer(Store)

Encl: Annexure- I to III
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 and condition 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 tenderer desires to put some additions/ modified stipulation terms and 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 of the firm
With complete address, name and Designation (seal of the tendering firm),
Phone No. & Mobile No ........................

Email Id :
Annexure-II

Undertaking in regard to Discount

I/We undertake that whatsoever discount(_______%) they have offered to this Institute is not less than any discount given to any other organizations either by the principal firm or by their authorised dealer anywhere in India. In case if it is found in correct or guilty at any stage, our Rate Contract will be terminated immediately and further dealing will be stopped with the firm.

Signature of Authorised Signatory
with seal of the firm

Annexure-III

Undertaking in regard to Blacklisting

I/We undertake that the dealings of our firm never blacklisted or stop dealings or tempering ban by any Govt. Organizations/Institutions/Departments. In case if it is found in correct or guilty at any stage, our Rate Contract will be terminated immediately further dealings will be stopped with the firm.

Signature of Authorised Signatory
with seal of the firm