

केन्द्रीयबागवानीपरीक्षणकेन्द्र Central Horticultural Experiment Station



(ICAR-Indian Institute of Horticultural Research, Bengaluru-560089) (भाकृअनुप-भारतीयबागवानीअनुसंधानसंस्थान,बेंगलुरु560-089) Aiginia, Bhubaneswar - 751 019, Odisha Phone: 0674-2471712(O), Tele fax: 0674-2471867, E-mail: headches@rediffmail.com

# STANDARD BIDDING DOCUMENTS FOR ICAR

# SUPPLY OF FARM YARD MANURE (FYM)

# Due on Dt.28.02.2022 at 14.00 Hrs

# Date of opening of quotation on Dt.28.02.2022 at 15.00 Hrs.

Ps: Please return this original document failing which the same shall be ignored



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F.No.III-6-1/2021-SP/Vol-VI/

Dt. / 02/2022

То

SUB:

Quotation for supply of FARM YARD MANURE- reg.

Dear Sir,

Quotations are invited for Supply of **FARM YARD MANURE** as indicated below, quotation for which will be opened at 15.00 hrs on 28.02.2022 and you are invited to submit your most competitive quotation for the same. All the relevant details are given below:

### DESCRIPTION OF THE SUPPLY OF FARM YARD MANURE:

As enclosed in Annexure-I

- ii. Terms of Supply of materials:
- Delivery at CHES, AIGINIA FARM, BHUBANESWAR

iii. Supply period : Immediately on receipt of the supply order

# iv. Erection / Installation and commissioning (if required, depending on the goods ordered) are to be completed within \_\_\_\_\_\_ days of the delivery of the goods at site

## v. Terms of Inspection by the purchaser's representative

vi. Training of purchaser's operator (s) for operating the goods ordered, as and if necessary : \_\_\_\_\_\_ is / are to be trained for a period of \_\_\_\_\_\_ weeks at purchaser's premises / supplier's premises for successfully operating the goods purchased. The training shall be completed by \_\_\_\_\_\_

### vii. Price Structure

a) The tenderer shall quote for the unit rate and total amount as shown against a serial number in the list of requirements in Annexure-1. Unless otherwise specified in Annexure-1, the tenderers are however free not to quote against all the serial numbers mentioned in the List of Requirements (in case there are more than one serial number in the List of Requirements). b) The rates and prices quoted shall be in Indian Rupees only.

# c) All duties, taxes and levies payable by the supplier under the contract shall be included in the quoted price. The purchaser will not pay any such duties, taxes and levies separately.

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

viii) Receipt of goods and 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 and also check for any superficial damage etc. in the goods so supplied and issue a provisional

### //2//

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) supplied are acceptable in terms of 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 suppliers will than send its invoice along with the purchaser's acceptance certificate and other accompanying documents to the paying authority for payment.

The payment authority will release the full payment to the suppliers as due in terms of the contract, within fifteen working days of receipt of suppliers' invoice, purchaser's receipt certificate and other accompanying documents, provided the same in order

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

After release of payment to the suppliers as per sub-para (a) above and after successful 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 15 working days of receipt of suppliers' invoice provided the invoice and the accompanying documents are in order

#### PAYING AUTHORITY

#### THE DIRECTOR, IIHR, HESSARAGHATTA LAKE POST, BANGALORE-89

#### ix) 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 purchase in writing the fact of the delay and 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 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 suppliers 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 percent) 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 percent) 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 the 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 and services, supplied during the period of delay.

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

#### x) Warranty clause:

#### 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 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 upto 25%, the quantity of goods & services as specified in the List of Requirements, without any change in the unit price or other terms & conditions

b)Please furnish a certified copy of your latest ITCC INCOME TAX CLEARANCE CERTIFICATE

c)Please indicate if you are currently registered with any Government 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, trade mark 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 the correspondence and other documents pertaining to the quotation(s) and the contract which the parties exchange shall also be written in English.

The quotations and all correspondence and documents relating to the quotations 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 purchase of interpretation of the quotation, the English translation shall govern.

h)The contract shall be governed by the laws of India and interpret in accordance with such laws

# i) The quotation / offer shall remain valid for acceptance for a period not less than 180 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 HEAD and it should also bear the tender enquiry no. and the words 'DO NOT OPEN BEFORE 14.00 HRS. This envelope should then be put inside another envelope, which will also duly sealed. The outer envelope will bear the full addresser 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 registered 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 and date of receipt of the tender.

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

5. THE TENDERS, WHICH ARE RECEIVED ON TIME (AS PER PARA 3 ABOVE), WILL BE OPENED AT PURCHASER'S OFFICE AT 15.00 HOURS ON 28.02.2022.

6. The purchaser will evaluate and compare the quotations which are substantially responsive i.e. which are properly prepared and signed and meet the required terms, conditions specifications 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 quotation or annul the tendering process and reject all quotations at any time prior to award of the contract, without assigning any reason, whatsoever and without incurring any liability of obligation, whatsoever, to the affected tenderer or tenderers.

8. Please submit your quotation accordingly. You shall sign all the pages of your quotation. Your price quotation may be furnished in the format enclosed as ANNEXURE-I.

9. Your are also required to return 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.

Enclosure : Annexure- I

### Annexure-1

Page 1 of 2

## FORMAT OF PRICE QUOTATION

Sl.No.	Description of Goods & allied services with Specification	Accounting Unit	05-	Quoted Unit Price in Rs.		Total
			Qty	In Words	In figures	amount in Rs.
1	FARM YARD MANURE (FYM)	PER TRACTOR LOAD of 200 cft	45 TL			
	Sub Total					
	Any other charges, if any pl specify.					
	Grand total					

Grand Total Cost : Rs.\_\_\_\_\_

SIGNATURE WITH DATE

//5//

#### Page 2 of 2

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

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

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

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

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

\_\_\_\_\_

Signature, name and designations of the authorized executive of the tendering firm)

For and on behalf of \_\_\_\_\_\_

(Name and address of the tendering firm)

### THE AGENCIES HAVE TO PROVIDE THE FOLLOWING INFORMATION WHICHIS MANDATORY:

01.Name of the Farm				
02.Name of the Bank & Branch name	:			
03.IFSC Code of Bank	:			
04.Name of Account and Account No.	:			
05.Branch Code	:			
06.Amount to be paid	:			
07.E-mail address of the party	:			
08.TIN Number	:			
09. GST Registration Number	:			

DATED :

PLACE :