

File No.5-6(1)/CP&C/2021

<https://eprocure.gov.in/eprocure/app?component=%24DirectLink&page=FrontEndViewTender&service=direct&session=T&sp=S9iR%2FleTYyF3yqdTu2Zi%2B1A%3D%3D>

ANNEXURE-D1

(This is to be mandatory submitted showing **percentage of discount offered**)

Last date for receipt of tender: 04.03.2021 upto J J.00 A.M.

Date of opening of technical bid: 05.03.2021 at 11.05 A.M.

To,

The Director
Indian Council of Agricultural Research
Central Institute for Research on Goats
Makhdoom, Farah, Mathura
Uttar Pradesh— 281122

Sir,

I/We wish to submit our offer for Rate Contract for procurement of Chemicals, Glasswares, Plasticwares and Scientific Services at our Printed Price List Rate, with the following discount percentage on the Printed Price List Rates:

Discount percentage offered on the Printed Price List Rates	_____ %
---	---------

I/We certify that above quoted discount percentage is the highest percentage being offered by me / us and I / We have not offered any higher percentage to any other entity, which is prevalent as on the date.

he certify that these rates shall include all the probable additions in future made applicable during the period of contract, which shall be fully borne by us and no additional payment shall be asked in this regard.

I/We agree to forfeit of the performance security, if I/We fail to comply with any of the terms and conditions in whole or in part laid down in the Tender form.

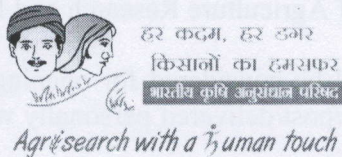
I/We have carefully read the terms and conditions of the Tender and are agreed to abide by these in letter and spirit.

Signature _____

Name & Address of the firm _____

Telephone No. _____

Mobile No. _____



An ISO 9001:2008 Certified Institute

Indian Council of Agricultural
Research
Central Institute for Research on
Goats
Makhdoom, Farah, Mathura
Uttar Pradesh- 281122

F. No. 5-6(1)/CP&C/2021
2021

Dated: 09th February,

NOTICE INVITING TENDER THROUGH E-PROCUREMENT

Online Bids are re-invited from reputed COMPANIES / MANUFACTURERS FOR RATE CONTRACT FOR PROCUREMENT OF CHEMICALS, GLASSWARE, PLASTIC-WARES AND VARIOUS SCIENTIFIC SERVICES AT ICAR-CIRG, MAKHDOOM, MATHURA.

The information and schedule of dates are as mentioned below:

Mode of Tender	Online only
Bid System	One Bid
URL for downloading Tender and related documents/ Filing of Tender	https://eprocure.gov.in
Cost of the Tender Form	Rs.3,000/- (Rupees three thousand only, Non – Refundable,)
Earnest Money Deposit (E.M.D.)	Nil
Mode of Payment	D.D./ F.D.R./ B.G.
Payable in favour of	ICAR UNIT, CIRG, MAKHDOOM
Bid Validity	90 days from the date of opening
Bid Document Download Start Date and Time	09.02.2021, 10 a.m.
Bid Submission Start Date and Time	09.02.2021, 10 a.m.
Bid Document Download End Date and Time	04.03.2021, 10 a.m.
Bid Submission End Date and Time	04.03.2021, 11 a.m.
Submission of Tender Cost	From 09.02.2021, 10 a.m. to 04.03.2021, 11 a.m.
Bid Opening Date, Time and Venue	05.03.2021, 11.05 a.m.

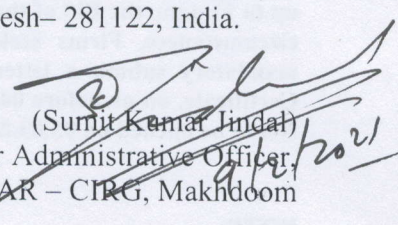
In case of non-submission of D.D./ F.D.R./ B.G., in original, towards Tender Cost on or before 04.03.2021 up to 11 a.m., the Bid of the concerned Bidder shall not be opened on 05.03.2021 at 11.05 a.m., under any circumstances. Firms seeking exemptions towards Tender Cost under Government Policy, should mandatory submit a letter in this regard, enclosing a copy of the up-to-date and valid Exemption Certificate, on or before 04.03.2021 up to 11 a.m., failing which the Bid of the concerned Bidder is liable Not to be opened on 05.03.2021 at 11.05 a.m.

NOTE:

1. Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled / registered in eProcurement should enroll / register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid

Submission'.

2. The tender will be available under Department of Agriculture Research and Education (DARE) on <http://eprocure.gov.in/eprocure/app>.
3. Only bids received on e-procurement portal will be considered for opening. Bids in any physical form sent through fax/email/courier/post/delivered personally will not be considered.
4. ICAR-CIRG, Makhdoom reserves the right to cancel this Notice of Invitation Tender and / or invite a fresh with or without amendments to this NIT, without liability or any obligation and without assigning any reason. Information provided at this stage is indicative and ICAR-CIRG, Makhdoom reserves the right to amend further details in the tender document.
5. ICAR-CIRG, Makhdoom will not be responsible for any delay in enrollment or submission of the offer/ uploading the offer on above mentioned e-procurement portal for any reason whatsoever. Hence vendors are advised to register in the e-procurement website <https://eprocure.gov.in> & enroll their Digital Signature Certificate (Class – II or above) and upload their Tenders well in advance to avoid last minute problems.
6. Detailed Terms & conditions, Eligibility, and other reference for the assignment are available on the website <https://eprocure.gov.in>. In case of any clarification, contact may be made at the following email: saocirg@gmail.com and/or sao.cirg@icar.gov.in.
7. Any Corrigendum about extension of date or any other kind of details /addition /deletion or modification in respect of above tender shall be issued on our website www.cirg.res.in and website <http://eprocure.gov.in> only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit these websites to keep themselves updated.
8. The Director, ICAR – CIRG, Makhdoom may, at his discretion, extend this date by a fortnight and such extension shall be binding on Bidders.
9. Firms seeking exemptions, if any, under any clause should submit updated admissible documentary proofs for the same.
10. If the date up to which the Tender is open for acceptance is declared to be a holiday, the Tenders shall be deemed to remain open for acceptance till the next working day. Similarly, the Tenders will be opened on the next working day following the holiday, but there will be no change in the time for opening the Tender, as indicated above.
11. Before filling up the Tender, firms/ agencies are advised to go through the Tender Paper thoroughly and accordingly fill up the contents thereof, as per the norms of Tender. After submission of the Tender, no request for any alteration is permissible. Non-compliance of any of the Terms & Conditions of the Tender shall make the Bid liable to be rejected, calling for no exception/ further request in this regard.
12. All communications must be addressed to the Director, I.C.A.R. – Central Institute for Research on Goats Makhdoom, Farah, Mathura, Uttar Pradesh– 281122, India.


(Sumit Kumar Jindal)
Senior Administrative Officer,
ICAR – CIRG, Makhdoom

ICAR-CENTRAL INSTITUTE FOR RESEARCH ON GOATS
MAKHDOOM, P.O. FARAH-281122, MATHURA (UP)

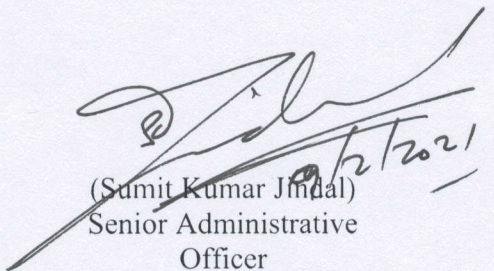
F. No. 5-6(1)/CP&C/2021

Dated: 09th February, 2021

NOTICE INVITING e-TENDER

Online tenders are invited for 'Procurement of Chemicals, Glasswares, Plasticwares and various scientific services etc.' for ICAR-CIRG, Makhdoom.

Interested parties may participate in online tender on CPP (Central Procurement Portal: www.e.procure.gov.in) NIT may be downloaded from our website www.cirg.res.in. Last date for bid submission is 04.03.2021 by 11.00 a.m.



(Sumit Kumar Jindal)
Senior Administrative
Officer

SCHEDULES TO TENDERS**SCHEDULE - I**

Sl. No.	Particulars	Annexure No.
1.	Tender Cost	
2.	Copies of G.S.T. Registration and P.A.N. Card of the Agency/ Firm.	
3.	Technical literature (Catalogue), Price List 2021-22	
4.	Full Bank Details of the Bidder.	
5.	No legal Case Certificate as in item no. 17 of tender	
6.	Non infringement Certificate as in item No. 18 of tender	
7.	Schedule I (Duly filled and signed)	
8.	Schedule II (Duly filled and signed)	
9.	Terms and Conditions (Duly signed)	
10.	User List /Client List and / or order copies of Last 3-5 years.	
11.	Certificate that Higher Discount is not given to any Department / Organization.	
12.	Other Documents, if any.	

I, certify that:

1. All the documents being provided by me, as per above Schedule, are True and Genuine.
2. I have attached and uploaded all the documents which have been asked as above.
3. If I fail to attach any of the Documents, as above, I shall be liable NOT to be considered for further assessment and my Bid shall be treated as NON-RESPONSIVE. I shall have NO RIGHT for further request to consider any Post-Last Date submission of required Documents. I shall be solely responsible for this Lacuna on my part.

Dated: _____

Place: _____

(AUTHORIZED SIGNATORY)

(Please add supplementary pages to be numbered wherever needed by the tenderer.)

SCHEDULES TO TENDERS**PART - I**

1.	Name of the Firm/ Agency	
2.	Full address with Post Box No. and Telephone No. if any	
3.	Constitution of Firm(Attach copy) a) Indian Companies Act, 1956 b) Indian Partnership Act, 1932 (Please give names of partners) c) Any other Act, if not, the owners	
4.	For Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the tender: i. If answer to the above is in 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 to refer dispute concerning business of the partnership to arbitration. ii. If the answer to above in point one and two is affirmative, please furnish a copy of either the Partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partner(s)	
5.	Name and Full Address of your Banker	
6.	Your Permanent I.T. No./ Circle/Ward (Copies of PAN/TAN & Service Tax Registration to be enclosed)	
7.	Date of establishment of the agency/firm/company.	
8.	Whether registered with all concerned Government Authorities (EPF/ESI etc.) (Copies of all certificates of registration to be enclosed)	
9.	Any other relevant information.	

PART-II

11.	Tender Cost Deposited	Yes/ No
-----	-----------------------	---------

File No.5-6(1)/CP&C/2021

12.	All required documents and technical literature enclosed	Yes/ No
-----	--	---------

PART-III

13.	Name of the firm's Permanent Representative to be visiting ICAR – CIRG, Makhdoom regarding the Contract.
-----	--

Dated: _____

Place: _____

(AUTHORIZED SIGNATORY)

(Please add supplementary pages to be numbered wherever needed by the tenderer.)



हर कदम, हर उमर
किसानों का हमसफर
भारतीय कृषि अनुसंधान परिषद

Agrisearch with a human touch



An ISO 9001:2008 Certified
Institute

Indian Council of Agricultural
Research
Central Institute for Research on
Goats
Makhdoom, Farah, Mathura
Uttar Pradesh- 281122

F. No: 5-6(1)/CP&C/2021

Dated: 09th February, 2021

INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE RATE CONTRACT FOR PROCUREMENT OF CHEMICALS, GLASSWARE, PLASTIC WARES, VARIOUS SCIENTIFIC SERVICES ETC AT ICAR-CIRG, MAKHDOOM, MATHURA

1. The terms and conditions of the contract which will govern any contract made are those contained in the General conditions of contract applicable to the contracts placed by the ICAR and by the Research Institutes of the Council and the special terms and conditions are detailed in the tender form and its schedules. Please submit your rates in the tender form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.
2. **An amount of Rs.20,000/- (Rupees twenty thousand only)** must be deposited in the form of D.D./ B.G./ F.D.R. shall have to be deposited by the selected agency/successful tenderer as a Performance Guarantee Deposit after receiving a communication from the Institute, which should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. In the event of non-deposition of the same, the earnest money shall be forfeited. Any non-compliance of the Contract/ Guarantee/ Warranty clauses, etc. the P. G. Deposit shall be forfeited and no request in this regard shall be considered. The institute may also take additional legal action against the defaulter. **No interest on security deposit and earnest money deposit shall be paid by the Institute.**
3. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resale from his offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulation, the aforesaid amount of EMD will be forfeited by the Institute. 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 Institute.
4. The Schedules of the tender form should be uploaded intact. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases, reference to the additional pages must be made. If any modification of the schedule is considered necessary, it should be communicated by means of a separate letter along with the tenders.
5. The tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be

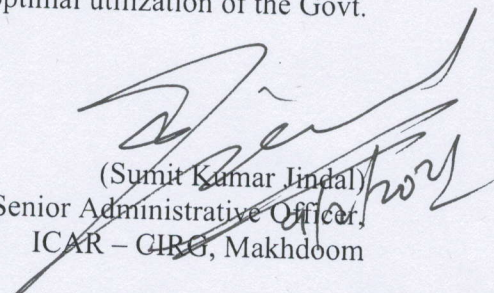
- partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of firm, if it is a company.
6. In case of partnership firms, where no authority has been given to any partner to execute the contract/ agreement concerning the business of the partnership, the tenders and all others related documents must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on inquiry it appears that the persons so signing had no authority to do so, the Institute shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tender and the schedules to the tender and annexure, if any, should be signed by the tenderer, before uploading.
 7. All technical details including literature / catalogue / authorization letter / dealership certificate, users list/ work order copies, turn over, experience certificate, registration copies, tender cost, etc. should mandatory be provided in the bid. . Rates provided in the Price Bid (BOQ) should be all inclusive i.e. packaging & forwarding, insurance, etc. and FOR ICAR-CIRG, Makhdoom. No payment over & above the quoted rates shall be made under any circumstances Taxes in force are payable as per norms.
 8. Acceptance by the Institute will be communicated by FAX/ e-Mail. Formal letter of acceptance and the work order of the tender will be forwarded as soon as possible, but the earlier instructions in the FAX/ e-Mail should be acted upon immediately.
 9. The Institute does not pledge itself to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders in whole or in part. The Tenderer is, however, at liberty to tender for the whole or any portion or to state in the tenders that the rates quoted shall apply only if the tenders are considered fully. Conditional tenders will not be accepted.
 10. If the tenderer does not accept the offer, after issue of letter of award by Institute within 15 days, offer made shall be deemed to be withdrawn.
 11. The Director, ICAR-CIRG, Makhdoom, reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons, not mandatory to be communicated to the tenderer.
 12. Decision of the Director, ICAR-CIRG, Makhdoom, shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any, on the contract will be settled at his/her level by mutual consultation and in case of failure of settlement, dispute shall be referred to the sole arbitrator to be appointed by the Director, ICAR-CIRG, Makhdoom. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996.
 13. The contract shall be initially for a period of one year, extendable for one year or such further period as deemed fit, subject to satisfactory performance of the tenderer and its willingness to continue. The agreement is terminable with one month notice on Institute side.
 14. Details of the discount percentage offered under Annexure D1 should also be compulsorily given, failing which the bids are liable to be rejected.
 15. The tenderer should mandatory provide its full bank details (A/c holder name; A/c no.; Name of the Bank & Branch; IFS Code, etc.) along with the Tender document for enabling the payments by e-mode. No payment shall be paid other than e-mode under any circumstances, as has been made mandatory by Min. of Finance, Govt. of India.

16. As per the new Public Procurement Policy for Micro & Small Enterprises, effective from 1st April, 2012, 20% of the procurement of annual requirement of goods and services will be from the micro and small enterprises, with a sub-target of 4% from MSEs owned by SC/ ST Entrepreneurs. If the tenderer falls under the category of Micro & Small Enterprises, it should be specifically informed along with documentary proof/ certificate issued by the competent authority.
17. There should be no legal suit/criminal case pending or contemplated against the Company on grounds of moral turpitude or for violations of any of the laws in-force. Also, the firms should not have been Black Listed by any Govt. Department. The Tenderer must enclose this declaration at the time of submission of bid.
18. Any legal/financial complication on account of infringement of any Patent/ Copyright/ Trademark, etc. or on account of any other factor, due to an act of commission or omission on the part of the Tenderer/ Firm/ Manufacturer shall be the sole responsibility of the tenderer/ Firm/ Manufacturer and the Institute shall be indemnified from any such pecuniary loss. A certificate to this effect should be mandatory provided.
19. Last 3-5 years continued experience of the Bidder to the Central Govt. establishments / Autonomous bodies of Govt. of India / Corporations of Govt. of India / reputed public or private organizations. The details along with documentary proof viz. copies of Work Orders, etc. should be provided by the Tenderer.
20. The supply / service should be made within the time frame mentioned in the Supply / Work order. In case of any extension, prior approval of the office shall have to be taken. In case, the supply / work is not completed within the time limit, the supply / work order shall stand cancelled and the bid security would stand forfeited.
21. ICAR-CIRG, Makhdoom being a Scientific and Research Organization, is exempted from payment of Excise Duty (Certificate to this effect, if required, shall be provided on request). The Institute is registered with D.S.T., New Delhi for claiming exemption of Excise duty as per the G.O.I. Notification No. 10/97-Central Excise dated 01.03.1997. Excise duty will not be paid. However, percentage of excise duty payable on basic process must be indicated in each offer.
22. Payment shall be made only on actual delivery in good condition. No advance or part payment request shall be made/ considered under any circumstances. Institute is not responsible for payment of transit insurance charges.
23. Legal jurisdiction for all disputes shall be within the purview of the Mathura Court.
24. **Risk Clause:** The Institute reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from S. D. or pending bills or by raising a separate claim.
25. **Liquidated Damages Clause:** Except as otherwise as mentioned above, if the supplier fails to deliver any or all of the goods or perform the services within the time period (s) specified in the contract, the Institute shall, without prejudice to its other remedies under the contract, 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, up to a maximum deduction of 10% (ten per cent) of the delayed goods' or services' contract price. Once the maximum is reached, the purchaser may consider termination of the contract, if the same have not been terminated already. Further,

during the above mentioned delayed period of supply and/or performance, the supplier, notwithstanding any stipulation in the contract for increase in price for any ground, shall not be entitled to any increase in price and cost, whatsoever, which take place during the period of delay. But, nevertheless, the purchaser shall be entitled to the benefit decrease in price & cost on any ground during that period of delay.

26. **Force Majeure:** Except as otherwise as mentioned above, the supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Measure. For purposes of this clause, "Force Measure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Measure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical & shall seek all reasonable alternative means for performance not prevented by Force Measure event.
27. **Termination for insolvency:** If the supplier becomes bankrupt or otherwise insolvent, the purchaser may terminate the contract by giving written notice to the supplier, without any compensation to the supplier, provided, that such termination will not prejudice or affect any right of action or remedy which has accrued and/or will accrue thereafter to the purchaser.
28. **Termination for convenience:** The purchaser, by written notice sent to the supplier, may terminate the contract, in whole or in part, at any time for its convenience, the notice of termination shall specify that the termination is for purchaser's convenience, the extent to which performance of the supplier under the contract is terminated and the date with effect from which such termination becomes effective. The goods that are complete and ready for shipment within 30 (thirty) days after the supplier's receipt of notice of termination shall be accepted by the purchaser at the contract terms and prices. For the remaining goods, the purchaser may elect:
- To have any portion completed & delivered at the contract terms and prices; and/or
 - To cancel the remainder and pay to the supplier an agreed amount for partially completed goods and services and for materials and parts already procured by the supplier for fulfilling the contractual obligations.
29. All bidders should sign on every page of the Tender Document, which would show their unconditional acceptance of all the terms and conditions of the Tender Document.
30. Other Terms & Conditions:
- Bids submitted by Companies only shall be considered. If any Bid is submitted by a dealer on behalf of the Company, it shall be rejected out right and shall not be considered under any circumstance.**
 - Brand, Product, Trade mark including Registration number of manufacturers should be indicated clearly in the proposal.
 - The rates being claimed has to be indicated in the proposal clearly as per basic pride list. No packing & forwarding charges will be paid separately.
 - The rates should remain unchanged during current rate contract period (2021-22).
 - All the components of taxes and duties should be clearly indicated.

- f. Discount being offered on the manufacturing price on the percentage basis should be clearly indicated.
- g. The rate contract shall be valid from the date of acceptance of the contract till 31.03.2022 or until further orders / extension in this regard.
- h. Mode of execution of orders should be provided i.e. whether the supply shall be executed directly by the Company or through local authorized dealers. Full details of the local authorized dealers should be provided.
- i. Delivery shall have to be made at F.O.R.: ICAR-CIRG, Makhdoom. Details of F.O.R. shall be provided in the supply order.
- j. Quantity to be supplied can be increased / decreased at the discretion of the Institute.
- k. The packaging, freight, forwarding, insurance charges etc., shall be borne by the Supplier. Similarly any loss, damage, pilferage etc. of the material on transit will be the sole responsibility of the supplier. The defective supply, breakage(s), if any, shall have to be replaced by the supplier within 7 days without any extra payment / charges.
- l. No advance payment shall be made under any circumstances. Similarly, no interest in case of delayed payment, if any, shall be payable.
- m. No payment will be made for unsatisfactory supply.
- n. Supply should be made from the latest batch of production with maximum life period in original packing. No old / out-dated supply shall be accepted.
- o. Printed/soft copy of Price List for 2021-22 duly signed & certified by the authorized signatory of the firm should be provided.
- p. Discounts on the prevailing prices must be mentioned clearly, certifying that higher discount is not given to any other Department / Organization. If, at any point of time, it is noticed that the certificate, is not true in letter or spirit, the rate contract is liable to be terminated and Performance Security shall be forfeited.
- q. In case of discrepancy between unit prices & total price, the unit price shall prevail.
31. Any other terms and conditions, which may be updated/ modified from time to time, on the basis of the GOI policies / instructions or for the optimal utilization of the Govt. fund, shall be applicable and binding on the tenderer.


(Sumit Kumar Jindal)
Senior Administrative Officer,
ICAR - CIRG, Makhdoom