राष्ट्रीय अंगूर अनुसंधान केन्द्र

(भारतीय कृषि अनुसंधान परिषद)

डाक पेटी नं ,412307 – मांजरी फार्म डाकघर, सोलापूर रोड, पुणे ,3 .भारत

NATIONAL RESEARCH CENTRE FOR GRAPES

(INDIAN COUNCIL OF AGRICULTURAL RESEARCH)

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फा.नं. रा.अं.अनु.के. /5(382) / 2013-Stores दि. 26.04.2013

To,

Sub:- Erection of Y-Trellises – Reg.

Dear Sir,

We have a requirement of the goods & services as indicated below, tender for which will be opened at _____–_____ hrs on **17.05.2013** (date) and you are invited to submit your most competitive quotation for the same. All the relevant details are given below:

Description of the goods required and the required quantity:

As enclosed in annexure – 1.

1. Guiding specification and other technical details :

   As enclosed in annexure – 2.

2. Terms of delivery :

   Delivery at site, viz. **National Research Centre for Grapes, Pune.**

3. Delivery period for goods:

   Within **1 (One)** months from the date of the purchase's signing the contract.

4. Erection / Installation and commissioning (if required, depending on the goods ordered) are to be completed with **7 days** of delivery of the goods at site.
5. Terms of Inspection by the purchaser's representative:
6. Training of purchaser'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 purchaser's premises / supplier's premises for successfully operating the goods purchased. The training shall be completed by……

Price structure:

a. The tenderer shall quote for the complete requirement of goods & services and for the full quantity 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.

7. Receipts of goods & 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 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 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 seven working days of receipt of supplier's invoice, purchaser's receipt certificate and other accompanying documents, provided the same are in order.

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

After release of payment to the supplier 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 the effect to the supplier. The supplier will be thereafter sand 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 seven working days of receipt of supplier's invoice provided the invoice and the accompanying documents are in order.

8. Paying Authority:

_____

_____

9. 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 supplier's communications, 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 supplier's control (which will be determined by the purchaser) and the purchaser extends the delivery period, the purchaser will also deduct from the contact 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 delay or part thereof until actual delivery or performance. The maximum limit of such deduction will, however, be 10% (10 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 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 & 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.

Warranty Clause:

_____

_____

10. 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 intension 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 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 is issued.

11. 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 up to 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 Govt. 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, 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 quotation(s) as well as the contract shall be written in English language. All 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 quotation 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 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 180 days** after the specified date of opening of the offers.

1. The quotations 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 17.05.2013*** …… (* The time and date of opening of the tenders). This envelope should then be put inside another envelope, which will also be duly sealed. The outer envelope will bear 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 suppler may, all 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 & date of receipt of the tender.
2. The tenders, 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 & marked and / or sent as above.
3. The tenders, which are received on time (as per Para 3 above), will be opened at purchaser's office at _____ hours on _____ (date). The purchaser will open the tenders in the presence of the tenderers duly authorized representatives, who choose to attend the tender opening.
4. 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, 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.
5. Notwithstanding the above, the purchaser reserves the right to accept or reject any quotation or annual 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 or obligation, whatsoever, to the affected tenderer or tenderers.
6. 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 – 3. 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.

Enclosure: Annexure 1, 2 & 3.

……

(S.M. Sahare)
Administrative Officer
(Signature of the Purchaser)
Address: National Research Centre for Grapes, Pune.
Tel: +91-20-26956000 (EPABX), Fax: +91-20-26956099

Annexure – 1

LIST OF REQUIRMENTS

Sr. No.	Description	Qty.
1.	Cement	80 Bags
2.	Sand	16 Brass
3.	20 mm stone aggregate	10 Brass
4.	1.5' x 1.5'x1.5' Size pit digging & erection of 'Y-Trellises, Inside support, Stay rods	650 Nos.
5.	Miscellaneous Works	L.S.

Special Instructions (if any): -

Annexure – 2

SPECIFICATIONS & OTHER TECHNICAL DETAILS OF THE ITEMS AND SERVICES (SHOWN IN ANNEXURE – 1)

Annexure – 3

Format of Price Quotation

Sr. No.	Description of Goods & Allied Services	Specifications	Accounting Unit	Quantity	Quoted Unit Price in Rupees		Total Amount in Rupees
					In Figures	In Words	

Grand Total Cost: Rs._____