



औषधीय एवं सगंधीय पादप अनुसंधान निदेशालय

बोरीआवी – 387 310, आणंद, गुजरात, भारत.

Directorate of Medicinal and Aromatic Plants Research

Boriavi - 387 310 , Anand, Gujarat, India.

भाकृअनुप

ICAR

Ph. No: (02692) 271600, 05, 06. Fax: (02692) 271601. Web Site : www.dmap.org.in

F.No. 41-23/2011-12/S&P/ 4894-99

Dated: 19 /11/2011

By Registered Post

To,

M/S.

Dear sir(s),

We have a requirement of the goods & services as indicated below and you are invited to submit your most competitive quotation. The quotation in the sealed envelope addressed to the Director, Directorate of Medicinal and Aromatic Plants Research, Boriavi -387 310 [Anand], Gujarat should reach **on 19/12/2011 by 15.00 P.M.** in a sealed cover superscribing quotation for **repairing of Green House**. All the relevant details are given below.

- i) Description of the goods required and the required quantity : As enclosed annexure –1
- ii) Guiding specification and other technical : As enclosed annexure - 1
- iii) Terms of delivery:
Delivery at site, viz. Directorate of Medicinal & Aromatic Plants Research,
Boriavi –387 310 [Anand], Gujarat.
- iv) Delivery period for goods:
Immediately after receipt of the purchase order.
- 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:
If required will be done by this Directorate.
- vii) Training of purchaser's operator(s) for operating the goods ordered, as and if necessary: N.A.

- viii) Price Structure:
- (a) The tender 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 tenders are, however, free not to quote against all the serial numbers mentioned in the list of requirements (in case there more than one serial number in the list of requirements).
 - (b) The rates and prices quoted shall be in Indian Rupees/foreign currency.
 - (c) All duties, taxes and levies payable by the supplier under the contract shall be included in the quoted price giving full details of duties/taxes. The purchaser will not pay any such duties, taxes and levies not quoted in the Tender.
 - (i) However, VAT/Sales Tax, as legally and contractually leviable, will be quoted separately by indicating the nature and the current rate of VAT/Sales Tax, as applicable at the time of quoting. The VAT/Sales Tax will be paid extra at actual at the time of supply, provided the transaction of sale is legally liable to VAT/Sates Tax and the amount of the VAT/Sales Tax is contractually payable. If the supplier in its quotation does not ask for VAT/Sates Tax extra, the same shall not be paid even if it asks for the same at a later date.
 - (ii) **This Institute is registered with the Department of Scientific & Industrial Research (DSIR)vide registration No. TU/V/RG-CDE(708)/2006 dated 3/10/2006 for purchase of availing Customs Duty Exemption in terms of Government Notification No. 51/96-Customs dated 23.7.1996 and Central Excise Duty Exemption in terms of Govt. Notification No. 10/97-Central Excise dated 1.3.97 as amended from time to time.**
 - (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. However, Sales Tax will be paid extra as per provision under Clause viii (c) above.

ix) **Receipt of Goods & Terms of Payment:**

- (a) Payment term for supply of goods/ completion of work, 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 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 seven working days of receipt of supplier's invoice, purchaser's receipt certificate and other accompanying documents, provided the same are in order.

While claiming reimbursement for VAT/Sales Tax, the supplier shall furnish the following certificate duly dated and signed, on its bill.

"Certified that the goods on which VAT/Sales Tax has been charged have not been exempted under the Central Sales Tax Act or VAT/Sate Sales Tax Act or the rules made there under and the charges on account of VAT/Sales Tax on these goods are correct under the provisions of that Act or the Rules made thereunder. Certified further that we are registered as dealers for the purpose of VAT/Sales Tax in the State of _____ under registration number _____. We further confirm that the amount of VAT/Sales Tax shown in the bill against this contract is correct in terms of above proviso."

- (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 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 seven working days of receipt of supplier's invoice provided the invoice and the accompanying documents are in order.

x) Paying Authority:

The Assistant Finance & Accounts Officer,
Directorate of Medicinal & Aromatic Plants Research, Boriavi –387310.

xi) 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 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 supplier's 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 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 limit of such deduction will, however, be 10% (ten per cent) 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.

xii) Warranty Clause:

As per the specification annexure

xiii) Dispute Resolution Mechanism:

If any dispute or difference arise 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 30days, 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 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.

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 up to 25%, the quantity of goods & services specified in the list of requirements, without any change in the unit price or other terms & conditions.
- (b) Please furnish a certified copy of yours 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 quotations(s) 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 quotation and all correspondence and documents relating to the quotation exchanges between the bidder and 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 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 19/12/2011"**. 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 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 of the tender.
4. The tenders, which are received after the due date will not be considered. Further, the purchase does not accept any liability and responsibility for the tenders in case the same are not properly sealed & marked and/or sent as above.
5. 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 quotations will be determined to be responsive and offering the best evaluated price.
6. 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.
7. **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-1. 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.**

Yours faithfully,

Assistant Administrative Officer

Encl : Annexure – 1.

FORMAT OF PRICE QUOTATION

The specifications, quantity and the approximate cost/unit of are mentioned below:

Item	Quantity	Rate [per m ²] (₹)
A. Covering material		
Polycarbonate sheets for mist house: Solaric, 150 GSM, UV stabilized, warranty min. of 5 years	275 m ²	
Shade net of 75% shade for polyhouses: Green color, UV stabilized, warranty min. of 5 years	550 m ²	
Shade net of 90% shade for open nursery: Green color, UV stabilized, warranty min. of 5 years	500 m ²	
B. Cooling material		
Foggers: 4 way <u>[Rate per fogger]</u>	100 Nos.	
Cellulose cooling pad 100mm for mist house	7.5×1.5 m ²	
Fabrication and fixation charges		
C. Labour		
Labor charges for laying of shade net and polycarbonate sheets	1325 m ²	
Total		

- (i) Details of applicable VAT/Sales Tax to be paid extra and the current rate of same is _____
- (ii) Indian Agent's commission as a _____% of FOB price included in the quoted price (in respect of Goods to be imported from Abroad)

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 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 designation of the authorized executive of the tendering firm)

For and on behalf of

(Name and address of the tendering firm)

.....(Seal of the tendering firm)

Date:

Place