

भा.कृ.अ.प.—केन्द्रीय भेड़ एवं ऊन अनुसंधान संस्थान अविकानगर, तह0 मालपुरा, जिला—टोंक (राजस्थान) – 304501 ICAR-Central Sheep & Wool Research Institute Avikanagar, Teh.Malpura, Dist.Tonk (Rajasthan) – 304501



# F.No. 2(41)SP/2011/

#### Dated: 29.11.2018

#### **TENDER NOTICE**

On behalf of Secretary, ICAR the Director, CSWRI, Avikanagar invites online bids in two bid system for the supply of Veterinary Medicines & Vaccines for upkeep of animals under rate contract in respect of this Institute from reputed manufacturer firms and their authorized Dealers, Indian Agent on behalf of their foreign principals for the period from 2018-19 & 2019-20. Manual bids shall not be entertained.

Tender documents may be downloaded from e-Procurement website of CPP and <u>www.cswri.res.in</u> as per the schedule as give in CRITICAL DATE SHEET as under:

Tender No.	2(41)SP/2011/
Date and Time for issue/Publishing	29-11-2018 at 3.00 PM
Document Download/Sale start date and time	30-11-2018 at 3.00 PM
Bid Submission Start Date and Time	30-11-2018at 3.00 PM
Bid Submission End Date and Time	21-12-2018 at 3.00 PM
Date and Time for Opening of Bids	22-12-2018 at 3.00 PM
Tender fee and Earnest money	Tender fee – Rs.1000/-
Security money	Earnest money – Rs.10000.00
	Security money- 5% of contract amount
Bank detail	ICAR UNIT -CSWRI, Avikanagar payable at
	SBI, Malpura Tonk Rajasthan
Address for Communication	Administrative Officer,
	C.S.W.R.I., Avikanagar, Malpura,
	Distt. Tonk, Rajasthan Pin- 304501

#### CRITICAL DATE SHEET

#### **Chapter I- Instruction to bidders**

- 1. Bids shall be submitted online only at CPPP website: <u>https://eprocure.gov.in/eprocure/app</u>.
- 2. Tenders/bidders are requested to visit website https://eprocure.gov.in regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.
- **3.** In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Institute reserves the right to accept or reject any or all the tenders.
- 4. The complete bidding process in online. Bidders should be possession of valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required bidder may contact to the helpdesk at 01437-220177.
- 5. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.
- 6. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing siz of the scanned document.
- 7. Tender Cost: Applicant contractor must submit the demand draft for Rs 1000/- (Rupees One thousand only) in favour of "ICAR Unit, CSWRI, Avikanagar, payable at SBI, Malpura", obtained from any Nationalized/ scheduled Bank valid for three months as tender fees. All applicable bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on Government. The Demand Draft submitted for tender fee shall be non-refundable. The demand drafts for tender fees must deliver to ICAR-CSWRI, Avikanagar on or before last date/time of Bid Submission.

- 8. EMD Payment: The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs 10,000/- (Rupees Ten Thousand Only) by way of demand drafts or Bank Guarantee only. The demand drafts or Bank Guarantee shall be drawn in favour of "ICAR Unit, CSWRI, Avikanagar, payable at SBI, Malpura". The EMD of the successful bidder will be deposited and a sum of 5% of total contract amount will be taken as a Security Money from the successful bidder and for unsuccessful bidder(s), it(EMD) would be returned after award of the contract. The demand drafts for EMD must deliver to ICAR-CSWRI, Avikanagar on or before last date / time of Bid Submission.
- a) No request for transfer of any previous deposit of earnest money or security deposit on payment of any pending bill held by the institute in respect of any previous work will be entertained.
- b) Tenderer shall not be permitted to withdraw his offer or modify the terms and condition thereof. In case the tenderer fails to observe and comply with stipulation made herein or back out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- c) The Tenders without Earnest Money will be summarily rejected.
- d) The Firm who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) are exempted to submit the EMD (Copy of registration must be provide along with technical bid)
- e) No Claim shall lie against the ICAR-CSWRI, Avikanagar in respect of erosion in the value or interest on the amount of EMD.
- 9. The Hard Copy of original document in respect of cost of tender document, earnest money deposit etc. must be delivered to the ICAR-CSWRI, Avikanagar on or before last date/time of Bid Submission as mentioned above. The bid without tender fee and EMD will be summarily rejected.
- **10. Submission of Tender:** The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

# The offers submitted by Telegram/Fax/Email shall not be considered. No correspondence will be entertained in this matter.

- **11. Technical Bid :** The following scanned documents are to be furnished by the bidders along with Technical Bid as per the tender document:
  - I. Valid and relevant registration certificate of the firm of the Govt. / State Govt.
- II. Tender Acceptance Letter (As per Annexure -A).
- III. Manufacturer Authorization Certificate from the principal must be attached by Authorized Dealer (As per Annexure -B).
- IV. The technical bid should be accompanied by Demand draft of Rs. 1000/- (non-refundable) against tender fee and Demand Draft of Rs. 10,000/- (Rupees Ten Thousand only) for EMD.
- V. Copy of Income Tax Return Acknowledgement for last Three years.
- VI. Copy of PAN Card.
- VII. Copy of GST registration certificate.
- VIII. Copy of valid certificate from the Drugs controller.
- IX. Certificate for Price Justification (As per Annexure -C).
- X. Certificate for No Deviation (As per Annexure -D).
- XI. Non Blacklisting certificate (As per Annexure -E).
- XII. Details of clients where similar services are presently provided by the tenderer separately for govt. and private clients.
- XIII. Any additional required documents mentioned in the terms and conditions of the tender.

All necessary documents in support of the details for S.No. I to XIII must accompany the technical bid. The bid is liable to be rejected in case documents are not uploaded in the technical bid on CPP Portal, documents are incomplete or in case any certification/registration has already expired but is yet to be renewed. Only essential and necessary valid documents are to be uploaded in the technical bid. Please avoid uploading extraneous and irrelevant documents which unnecessary cause confusion.

# **Chapter-II- General Conditions of Contract**

### **GENERAL TERMS & CONDITIONS**

Sub. : Rate Contract for the supply of Veterinary Medicines & Vaccines for the period from 2018-19 & 2019-20 Reg.

- 1. The Manufacturers (OEMs) / principals offering for the Rate Contract may furnish the name and address of their local authorized distributor / dealer, so that the copies of orders can be endorsed to them for expeditious supply. In such cases where local dealers / stockiest has been nominated by the principal, the bills raised by them against our purchase order will be accepted.
- 2. Any addition and deletion of authorized dealership / distributorship shall be intimated to the undersigned immediately on authorization of a new party.
- **3. DOCUMENTS COMPRISING THE BID**: The bids prepared by the bidder shall comprise of (1) Technical Bid and (2) Financial Bid:
- (1) **Technical Bid:** To qualify in the Technical Bid the firm should have the minimum eligibility criteria as under and the firm in this regard must submit the following documents in support of their eligibility criteria:
- (a) Valid and relevant registration certificate of the firm of the Govt. / State Govt.
- (b) Tender Acceptance Letter (As per Annexure -A).

(c) Manufacturer Authorization Certificate from the principal must be attached by Authorized Dealer (As per Annexure -B).

(d) The technical bid should be accompanied by Demand draft of Rs. 1000/- (non-refundable) against tender fee and Demand Draft of Rs. 10,000/- (Rupees Ten Thousand only) for EMD.

- (e) Copy of Income Tax Return Acknowledgement for last Three years.
- (f) Copy of PAN Card.
- (g) Copy of GST registration certificate.
- (h) Certificate for Price Justification (As per Annexure -D).
- (i) Certificate for No Deviation (As per Annexure -E).
- (j) Non Blacklisting certificate (As per Annexure -F).
- (k) Details of clients where similar services are presently provided by the tenderer separately for govt. and private clients.
- (l) The bidder must have adequate experience of execution of similar work in Govt. offices / PSUs /Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.
- (m) The concerned firm/company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bidding process. Convicted firms/company shall also not be eligible to participate in the bid. Similarly, blacklisted / banned / debarred firms / company by any central / state govt. or its organization or autonomous bodies or central drug procurement agency is not eligible to participate in the bid.
- (n) Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.
- (2) Financial Bid: The financial bid shall contain:
- (a) Price Bid Form Price must be quoted as per format specified, failing which tender shall be summarily rejected.

#### 4. Delivery:

- i) Terms of delivery : Delivery at Site CSWRI, Avikanagar
- ii) Delivery Period for goods: Immediately or as per supply issued order time to time.
- iii) Terms of Inspection by the purchaser's representative: at CSWRI, Avikanagar after receipt of supply of goods.

#### 5. Price structure:

a. The ICAR Research Institutes are exempt from Excise and Customs Duties on Research Consumables, vide Notification No. 10/97-CE dated 01.03.1987 (as amended by 16/07-CE) and Notification No. 51/96-Customs respectively. However, for the ICAR Institutes to avail the aforesaid Duty Exemption benefits, the Prices are required to be quoted by Manufacturers preferably on FOR basis, without including any Excise/Customs Duty component.

- b. Alternatively, however, the Authorized Dealers/Retailers may quote their most competitive FOR prices, with maximum possible Dealer's Special Discount.
- c. The rates and prices quoted shall be in Indian Rupees only.
- d. All duties, taxes and levies payable by the supplier under the contract shall be included in the quoted price but excluding GST. The purchaser will not pay any such duties, taxes and levies separately. However, ICAR-CSWRI, Avikanagar is registered with DSIR, therefore, eligible for GST on concessional rate as per GOI GST Notification/s 47/2017-Integrated Tax (Rate) and 45/2017-Central Tax (Rate) dated 14.11.2017. GST as legally and contractually liveable will be quoted separately by indicating the nature and the current rate of GST, as applicable at the time of quoting. The GST will be paid extra at actual at the time of supply, provided the transaction of sale is legally liable to the amount of the GST is contractually payable. If the supplier in its quotation does not ask for GST extra, the same shall not be paid even if it asks for the same at a later date. Necessary certificate in this regard will be issued to successful firm for the currency of the period.
- e. 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. "However, GST will be paid extra as per provision under Clause 6 (d) above"

#### 6. <u>Receipt of goods & Terms of payment:</u>

a. Payment term for supply of goods: 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 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 30 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 GST, the supplier shall furnish following certificate duly dated and signed, on its bill

"Certified that the goods on which Tax has been charged have not been exempted under the CGST Act or SGST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.

"Certified further that we are registered as dealers for the purpose of GST in the State of \_\_\_\_\_\_ under registration number \_\_\_\_\_\_. We further confirm that the amount of GST shown in the bill against this contract is correct in terms of above proviso".

7. **Paying Authority**: Director/Finance & Accounts Officer,

ICAR-Central Sheep & Wool Research Institute, Avikanagar Tehsil Malpura, Distt. Tonk 304 501 (Rajasthan)

8. Liquidated Damage Clause: If any time during the performance of 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 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 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 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 other concerned) extending the delivery period will be subject to the above conditions.

- 9. **Deduction will also be made from the bill on account of supply of poor quality medicines/vaccines.** If the medicine is found to defective within expiry date of the medicine, same to be replaced with fresh medicine within 24 hours of reporting else the defective medicine will be disposed off Institute and the cost be deducted from the subsequent bill/ performance security.
- a. Cold-chain maintenance is essential for biologicals.
- b. Medicine with short expiry date will not be accepted
- 10. The quantities stated in the Annexure are approximate yearly requirement and are only given as a rough guide. No claim for compensation will be entertained in case these quantities are under drawn. However, If required the Director may increase or decrease quantity of medicine as per requirement as per same terms and conditions of the contract.
- 11. The makes/brands of the items offered and accepted by the institute shall not be subjected to change, until and unless agreed to by the competent authority of the institute.
- 12. The supplies shall be made as and when supply order/ requisition placed by the institute. The purchase will be made in parts as per requirement (not one time).
- 13. **Performance Security Money**: An amount equivalent to 5% of the Contract as a Security deposit for the contract is to be deposited by the selected agency/successful tenderer only after receiving a communication form the Institute. In the event of non-deposition of the same the earnest money will be forfeited. No. interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.
- 14. **Transit Insurance:** The purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted arrive in good condition at destination.
- 15. **Dispute Resolution Mechanism:** If any dispute or difference arises between the purchase and manufacturer supplier relating to any matter connected with the contract, the parties shall make every effort to resolve the same amicably by mutual discussion. 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/Director CSWRI 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 (CSWRI, Avikanagar), from where the contract is issued.
- 16. SIGNING OF TENDER:
- (a) The tender is liable to be ignored if complete information is not given therein or the particulars and date, if any, asked for in the schedule to the tender are not fully filled in. Specific attention must be paid to delivery dates and also to the general condition of the contract would be governed by them.
- (b) Individual signing the tender or other documents connected with the contract must specify whether he sign as:
- (i) A sole proprietor of the firm or constituted attorney of such sole proprietor.
- (ii) A partner of the firm if it be a partnership, in which case he must have authority to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney.
- (iii) Constituted attorney of the firm if it is a company.
- 17. <u>OPENING OF TENDERS</u>: Bidders need not come at the time of Technical as well as financial bid opening at ICAR-CSWRI, Avikanagar. They can view live bid opening after login on CPP e-Procurement Portal at their remote end. If bidder wants to join bid opening event at ICAR-CSWRI, Avikanagar then they have to come with bid acknowledge slip that generates after successfully submission of online bid.
- 18. <u>PACKING</u>: Unless a method of packing is indicated in the specification or in the schedule to the tender for the method of packing which the contractor proposes to employ must be described in the schedule to tender form.
- 19. <u>RIGHT OF ACCEPTANCE</u>: This office does not pledge itself to accept the lowest or any tender and reserves itself the right of accepting the whole or any part of the tender or portion of the quantity offered and you shall supply the same at the rates quoted. The tenderer should offer the lowest rate of <u>ALL</u> Medicines & Vaccines (mentioned in the tender document) which should not exceed MRP printed on the pack/bottle. If tenderer should offer rates of part medicines and vaccines, then tender will be not accepted.
- 20. 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 as specified in the List of requirement, 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 dealing with you presently stand banned by any Govt. organization, and, if so, furnish relevant details.
- e) A supplier shall not submit more than one quotation for the same set of goods.

- f) A 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 the correspondence and other documents pertaining to the quotation(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 exchanged between the bidder and the purchaser may also be written in Hindi Language provided that the same is accompanied by and 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 manuals, rules, regulation and various 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.
- 22. 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, documents etc. The purchaser will award the contract to the tenderer whose quotation will be determined to be responsive and offering the best OVERALL evaluated price.
- 23. Notwithstanding the above, the purchaser reserves the right to accept or reject any quotation or annual 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.
- 24. Tenderer are bound to accept order for additional quantity at the rate quoted only if order is placed on them within one year (or during the currency of contract period) from the date of issue of acceptance of tender.
- 25. In case the tenderer wants to furnish in a separate covering letter any additional information/particulars of quoted conditions (e.g. those relating to allowance, discount and rebate etc.) which cannot be accommodated in the tender form by means of a note. Indication to the effect must be mentioned in the tender form. In the absence of such indication in the tender form, the contents of the covering letter will be ignored in consideration of tender.
- 26. The rate for the items required in accordance to the specifications mentioned in the tenders will only be considered otherwise the same will be rejected.
- 27. Please submit your quotation accordingly. Your price quotation may be furnished in the format of price bid.
- 28. GFR 2017, Procurement Manual and any subsequent notification of Govt. of India will be applicable on the tenders.
- 29. Successful Tenderer will have to enter into a detailed contract agreement with CSWRI, ICAR on nonjudicial stamp paper of minimum costing Rs.**100-00** (Rupees One Hundred only) for the rate contract.
- 30. In order to make e payment the following information is required to be depicted in the letter:
- 1. Name of the Organization/Supplier/Contractor with full address.
- 2. Name of Bank, Branch Code with full address
- 3. Account Number & Type of Account.
- 4. IFSC Code (Indian Financial System Code)

Administrative Officer

#### **INSTRUCTIONS TO BIDDERS/TENDERS**

- 1.
   Purchaser
   :
   The Director, ICAR-Central Sheep & Wool Research Institute, Avikanagar (Malpura) Distt. Tonk (Rajasthan) 304 501
- 2. Store are required by (date to be indicated) : Immediately/ As per supply order issue time to time.
- 3. Consignee : The Director, ICAR-Central Sheep & Wool Research Institute, Avikanagar Tehsil Malpura Distt. Tonk (Raj.)
- 4. In case the tenderer wants to furnish in a separate covering letter any additional information/particulars of quoted conditions (e.g. those relating to allowance, discount and rebate etc), which cannot be accommodated in the tender form by means of a note. Indication to the effect must be mention in the tender from, in the absence of such indication in the tender form the contents of the covering letter will be ignored in consideration of tender.
- 5. Firm should note that it is desired that their offer should remain open for acceptance for 120 days from the date of opening the tender. If the firms are unable to keep their offers open for the specified period they should specifically state in the tenders to remain open for acceptance for the period as specified in the schedule to Tender.
- 6. The rates should be quoted F.O.R. Institute's Godown (and not premises) inclusive of all charges but exclusive of GST, if any.
- 7. The supply of the items will have to be completed within 30 days from the receipt of the acceptance of tender failing which it will be presumed that the tenderer is not interested in the supply and the order will automatically stand cancelled and security money deposited will be forfeited.
- 8. The rates accepted will remain valid for a period of one year from the date of acceptance unless it is extended or discontinued in writing.

# TENDERERS MUST GIVE SPECIFIC ANSWERS AGAINST EACH OF THE FOLLOWING QUESTIONS. TENDERS CONTAINING EQUIVOCAL OR EVASIVE REPLIES WILL BE IGNORED.

- 10. Whether stores offered confirm to particulars quoted in the schedule? If not, details of deviation must be stated here.
- 11. (i) Brand
- (ii) Name and address of the manufacturer
- (iii) Station of Manufacture
- (iv) Life span prescribed by the manufacturer of the items(s)
- (v) medicine with short expirer date will be not accepted.
- (vi) Cold-chain maintenance is essential for biologicals.
- (vii) Packing that is proposed to employee.
  - Whether specification packing will be adhered to.
- (viii) Whether sample submitted.
- (ix) (a) Gross weight of consignment.
- (b) Net weight of packed items.
- 12. Whether you agree to the inspection clause as stipulated.
- 13. Stock in hand at the present time consists of:
- (a) Held by us
- (b) Held by M/s\_\_\_\_\_

Over which we have secured an option.

- 14. Stock routed in India.
- 15. If the stores offered are manufactured in India? Whether all the raw materials, component etc. used in their manufacture are also produced in India. If not give details of materials, components etc. that are imported and their countries of origin. A clear breakup of the indigenous and imported component together with value and the proportion it bear to the total value of the stores should also be given:
- 16. Raw materials are held in stock sufficient for the manufacture of \_
- 17. (i) Here state specially whether the price tendered by you is to the best of your knowledge and belief not more than the price usually charged by you for stores of the same nature, class or description to any private purchaser domestic or foreign as well as purchaser Govt., Semi Govt., Autonomous organization etc., If not state the reasons thereof and also indicate the margin of differences.

- (ii) In respect of indigenous stores for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price. If the price quoted exceeds the controlled price, the reasons therefore shall be specifically stated.
- 18. Business name and constitution of tendering firm:

Is the firm registered under

(i) The Indian Companies Act., 1896.

(ii) The Indian Partnership Act, 1932. (Please give the names of partners)

Any other (Please specify):

19. Do you agree the Arbitration clause stipulated? Your acceptance or non-acceptance of this clause will not influence the decision of the tender. It should however, be noted that an omission to answer the above question will be deemed as an acceptance to this clause.

FOR PARTNERSHIP FIRM WHETHER REGISTERED OR NOT REGISTERED UNDER INDIAN PARTNERSHIP ACT, 1932.

Should the answer to this question by a partnership firm be in the affirmative, please state further:

20. (a) Whether by the partnership agreement, authority to refer disputes concerning the business of Partnership to arbitration has been conferred to the partner who has signed the tender?

(b) If the answer to (a) is in the 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 disputes concerning business of the partnership to arbitration.

(c) If the answer to either (a) or (b) is in the affirmative, have you already furnished a copy of either the partnership agreement or the general power of attorney as the case may be to I.C.A.R./ Institute/ Lab./ Centre/ Station. Please quote reference to the communication by which this was done.

N.B. 1. If a copy of neither the partnership agreement nor the general power for attorney has previously been furnished to the ICAR Institute/ Lab./ Centre/ Station, please attach to tender a copy of either document on which reliance is placed for authority of partners or the partner signing the tender or refer disputes of arbitration. The copy should be attested by the **Notary Public** or it's execution should be admitted by affidavit on a properly stamped paper by all the partners.

2. Where authority to refer disputed to arbitration has not been given to the partner signing the tender, the tender must be signed by every partner of the firm.

# 21. FOR MANUFACTURING FIRM:

I. What is your installed capacity?

II. What is your working capacity?

III. What is the existing load?

IV. What portion of your capacity

You prepared to reserve and allocate to this rate Contract?

# 22. FOR SOLE AGENTS/STOCKISTS:

I. What is your present stock?

II. What is the volume of orders (including Govt./Others) Pending with you at present.

III. What is the rate of flow of stocks?

IV. What is the rate of issue?

23. (i) What stock you will maintain at each important center in India.

(ii) What is the time and date required for replacement of the stocks at these centers?

24. Whether Earnest Money has been deposited? If so details thereof date and amount deposited should be quoted.

Note: Clause not required in a particular tender should be scored out duly authenticated before assuring the tender documents to the intending tenderers.

25. **<u>GENERAL</u>**: Tenderers should furnish a clear declaration as following:

I/We declare that I am/We are

- (i) Manufactures
- (ii) Manufacturer's authorized agents
- (iii) Holders in stocks of the stores tendered for
- (Strike our what is not applicable)

26. **<u>CONDITIONS OF CONTRACT</u>**: Printed or cyclostyled or such terms and conditions of tendering firms not appearing in the body of the tender will not be considered as forming part of their tender. Tendering firms should quote on the basis of the conditions referred to in para I of the Invitation to Tender and Instructions to Tenderers. In case any terms and conditions of contract applicable to this Invitation to Tender are not acceptable to the tendering Firms they should specifically state deviation there from in the body of their tender.

27. <u>**DEVIATION FROM SPECIFICATION**</u>: It is in the interest of the tenderers to study the specification/drawing etc. specified in the tender schedule thoroughly before quoting so that if any deviations are made by the tenderers the same are prominently brought out in the body of their tender.

# 28. **PRICE:**

a. The ICAR Research Institutes are exempt from Excise and Customs Duties on Research Consumables, vide Notification No. 10/97-CE dated 01.03.1987 (as amended by 16/07-CE) and Notification No. 51/96- Customs respectively. However, for the ICAR Institutes to avail the aforesaid Duty Exemption benefits, the Prices are required to be quoted by Manufacturers preferably on FOR basis, without including any Excise/Customs Duty component.

b. Alternatively, however, the Authorized Dealers/Retailers may quote their most competitive FOR prices, with maximum possible Dealer's Special Discount.

c. The rates and prices quoted shall be in Indian Rupees only.

d. 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. However, ICAR-CSWRI, Avikanagar is registered with DSIR, therefore, eligible for GST on concessional rate as per GOI GST Notification/s 47/2017-Integrated Tax (Rate) and 45/2017-Central Tax (Rate) dated 14.11.2017. GST as legally and contractually liveable will be quoted separately by indicating the nature and the current rate of GST, as applicable at the time of quoting. The GST will be paid extra at actual at the time of supply, provided the transaction of sale is legally liable to the amount of the GST is contractually payable. If the supplier in its quotation does not ask for GST extra, the same shall not be paid even if it asks for the same at a later date.

e. 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. "However, Sales Tax will be paid extra as per provision under Clause 6 (d) above"

f. No revision in rate (on higher side) will be accepted during contract period

29. **TRANSIT INSURANCE:** The purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted arrived in good condition at destination.

The consignee shall as soon as possible but not letter than 60 days of the date of arrival of stores at destination, notify the contractor of any loss or damage to the stores that may have scoured during transit.

30. <u>PAYMENT TERMS</u>: The standard terms of payment as embodied in the General Conditions of contract and or special conditions of contract will apply and no relation will be possible. The payment term on bill basis will be accepted and the payment of contractor bill will be made within reasonable time say 30 days after receipt of material in good condition and as per specification through e-payment. No payment will be made for unsatisfactory supply.

31. <u>ADDITIONAL PARTICULARS TO BE FURNISHED BY THE TENDERER</u>: Tenderers shall submit along with their tenders:

(i) An Income Tax Clearance and G.S.T. Certificate (duly countersigned by the Income Tax Officer of the circle concerned under the seal of his office.

(ii) Name and full address of their Banker.

(iii) The equipment they possess for the manufacture of the stores and quality control details.

(iv) Copy of any other license/certificate required the law relating to concern subject.

NOTE: Tender not containing the above particulars are liable to be ignored.

32. **JURISDICTION:** All question, disputes or differences under, out of or in connection with the contract, if concluded shall be subject to the exclusive jurisdiction of the Court within the local limits of whole jurisdiction the place from which the acceptance of tender is issued is situated.

Signature of Tenderer & Address Phone/Mobile No.

#### Annexure -A

#### **TENDER ACCEPTANCE LETTER**

#### TENDERS FOR THE RATE CONTRACT FOR VETERINARY MEDICINES & VACCINES

Full Name & Address of the Tenderer in	addition to		
Post Box No., if any, should be quoted in	n all		
Communications to this office	:		
Telephone No.	-		
Mobile No.	•		
E-Mail address	:		

From

То

The Director, ICAR-Central Sheep & Wool Research Institute, Avikanagar, Tehsil – Malpura, District - Tonk (Rajasthan) - 304501

I/ We have read all the particulars regarding the General information and other terms and conditions of the Rate Contract for Veterinary Medicines & Vaccines at CSWRI, Avikanagar and agree to provide the items as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in Schedule-II or Schedule-III to this Tender and I/we agree to hold this offer open till 120 days. The rates quoted will be valid for a period of two year in the event of award of the Rate Contract. I/We shall be bound by a communication acceptance dispatched within the prescribed time.

2. I/We have understood these terms and conditions for the Rate Contract and shall provide the best services strictly in accordance with these requirements.

3. Every page so attached with this Tender bears my signature and the office seal.

4. Pay order/DD No.\_\_\_\_\_\_of Rs.\_\_\_\_\_drawn in favour of "ICAR Unit CSWRI" Avikanagar payable at SBI, Malpura (31088) is enclosed as tender fee required.

5. Pay order/DD No.\_\_\_\_\_\_of Rs.\_\_\_\_\_drawn in favour of "ICAR Unit CSWRI" Avikanagar payable at SBI, Malpura (31088) is enclosed as earnest money required.

Your's faithfully,

 Witness

 Address

 Occupation

Signature & Seal of the Tenderer Telephone No. Office Resi.: Mobile: Email-ID : Fax No. :

Signature of witness to Tenderer's signature Address: Name & Signature of Witness : Address:

# FORMAT FOR MANUFACTURER'S AUTHORISATION

To,

#### The Director, Central Sheep & Wool Research Institute, Avikanagar, Tehsil Malpura, District Tonk (Raj.)

Reference: NIT No. 2(41)SP/2011/ Dated: 12.09.2018 for Rate Contract for Supply of Veterinary Medicines & Vaccines items.

#### Subject: Manufacturer's Authorization Letter

Dear Sir,

Ref. Your NIT No				, dated	We	e,	
						who are	proven and
reputable	manufacturers of					(name and d	escription of
the	Items/category	offered	in	the	Quotation)	having	factories
at			,		hereby		authorize
Messrs.					(name ar	nd address of t	he agent) to
submit a	Quotation, process	s the same f	urther and	d enter in	to a Rate Contr	act with you	against your
requirem	ent as contained in th	he above refer	red Quota	tion Form	for the above iter	ms manufacture	ed by us.

We further confirm that no supplier or firm or individual other than Messrs.

(name and address of the above agent) is authorized to submit a tender, process the same further and enter into a Rate Contract with you against your requirement as contained in the above referred Quotation Form for the above items manufactured by us.

We also hereby confirm that we would be responsible for the satisfactory execution of supply contract placed on the authorized agent.

We also confirm that the price quoted by our agent shall not exceed than that which we would have quoted directly.

Yours faithfully,

[Signature with date, name and designation] For and on behalf of Messrs. [Name & address of the manufacturers]

# Note:-

- 1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
- 2. Original letter may be enclosed with Quotation Form during submission in the sealed cover.

### **Annexure** -C

#### **CERTIFICATE OF PRICE JUSTIFICATION**

[To be given on letter head]

NIT No.:

I/We, M/s. \_\_\_\_\_ certify that the discount provided are our best and we have not given these materials to any Government Department/ PSU/Institution for lesser than these rates in last one year.

SIGNATURE AND STAMP OF THE BIDDER

# CERTIFICATE OF NO DEVIATION

[To be given on letter head]

NIT No.:

I/We, M/s\_\_\_\_\_\_ hereby certify that notwithstanding any contrary indication / conditions elsewhere in our offer documents, I/We have neither set any terms and conditions nor there is any deviation taken from the conditions of CSWRI, Avikanagar tender specification, either technical or commercial, and I/We agree to all the terms and conditions mentioned in CSWRI, Avikanagar tender specification with associated amendments & clarification.

[Signatures of the Bidder with Name, Designation & Company's Seal]

# NON BLACKLISTING CERTIFICATE

[To be submitted on letterhead]

I/We hereby certify that the [Name of the company / firm] has not been ever blacklisted/ debarred by any Central / State Government / Public Undertaking / Institute on any account.

I/We also certify that firm will supply the item as per the specification given by CSWRI, Avikanagar and also abide all the terms and conditions stipulated in Rate Contract.

I/We also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, contract given to the concern firm or

participation may be summarily terminated at any stage, the firm will be blacklisted and CSWRI, Avikanagar may imposed any action as per NIT rules.

Date : Place : Signature of Bidder : Seal of the Bidder : Name : Business Address :

# Veterinary Medicines & Vaccines

S. No.	ltem	Quanti ty (Appy.)	Brand offered	Concessional GST rate applicable as per GOI (in percentage)
1.	Inj. Avilin 33ml	(Appx.) 60		
2.	Inj Enrostrong 20% 30ml	150		
3.	Inj Longacillin 12lac	200		
4.	Inj Melonex-P 30ml	100		
<del>-</del> . 5.	Inj Mifex 500ml	100		
6.	Inj Neomec 10ml	10		
0. 7.	Inj Nimovet 15ml	100		
7. 8.	Inj Steclin 30ml	200		
о. 9.	Inj. Bovixin-LA 30ml	60		
9. 10.		300		
10.	Inj. Dicrysticin 2.5g			
11.	Inj. Ciflox-P 50ml	50		
	Inj. Belamyl 30ml	150		
13.	Inj. Belamyl 10ml	300		
14.	ljn. Livomarc 30ml	100		
15.	Inj. Doloban Plus 30ml	100		
16.	Inj. Floxidin 15ml	150		
17.	Inj. Nurokind 5ml	20		
18.	Inj. PPF 12lac	300		
19.	Inj. Tysin-Vet 30ml	30		
20.	Inj. Zobid30ml	20		
21.	Inj.Cloxon 4.5g	60		
22.	Inj. DNS (5%) 500ml	50		
23.	Inj RL 500ml	40		
24.	Inj. Caborol450ml	10		
25.	Inj. Gentamycin 10ML	50		
26.	Inj Neurobion fort 2ml	100		
27.	Inj Repronol 10ml	10		
28.	Inj. Curan 6ml	10		
29.	Inj Berivin 10ml	20		
30.	Tetracyclin Pulv 100g	200		
31.	Syp Lorintas 150ml	40		
32.	Tab SD/Pabadin 5g	1000		
33.	Tab. Ciflox-TZ 150g	1000		
34.	Tab. Diaron MF	1000		
35.	Tab.Cocu	1000		
36.	Tab. Marcogyle 5g	400		
37.	Zycloz syp 500ml	25		
38.	Enrostrong oral Syp.100ml	30		
39.	ET + TT Vaccine,	7000		
40.	FMD Vaccine	1200		
41.	PPR Vaccine	2000		
42.	SP Vaccine	4000		
43.	Agrimin fort Pulv., 1 kg	20		
44.	Optiblend-LS liq, 500 ml	50		
45.	VM Chelated Pulv, 1 kg	50		
46.	Supplivit- M Pulv, 250 g	200		
47.	Syp Vitakind-Liv, 1 lit.	30		
48.	Electroboost Pulv., 500 g	15		
49.	HB Pulv., 1 kg	20		
50.	HB Strong, 10g	1000		
51.	Neblon Pulv.,	200		

52.	Saccholyte-D, 30 g	100	
53.	Nilverm Pulv., 100g	100	
54.	Caflon Pulv., 100g	50	
55.	Healokind spray, 100ml	20	
56.	Himax Oint, 50 g	250	
57.	Lorexane-M, 100g	100	
58.	Pedistrin-SH, 6g	50	
59.	Involon, 100ml	10	
60.	Replenta, 100g	50	
61.	Megablota Syp, 100ml	20	
62.	Deblota Syp., 100ml	30	
63.	Timpol Pulv, 100g	50	
64.	Bandage (6' x 4 mt)	50	
65.	Boric Powder, 400g	5	
66.	Basic Powder 20g	100	
67.	Butox 1 ltr.	32	
68.	Calcimust Syp.,5 ltr	40	
69.	Cotton Absobant, 500gm	40	
70.	Copper Sulphate, 1 kg	30	
71.	Disposable Syringe with	3000	
	needle 10 cc		
72.	Disposes syringe with	2000	
	needle 5cc		
73.	Distilled water ampoule 5ml	1000	
74.	Gypsona bandage, 5 inch	20	
75.	I.V. set,	100	
76.	Clinical Thermometer	30	
77.	Liquid Paraffin 400 ml	50	
78.	Mag. Sulphate 400 g	10	
79.	Petroleum jelly, 1 kg	15	
80.	PP, 400 g	10	
81.	Sodium bicarbonate, 400gm	10	
82.	T.T. oil, 400 ml	40	
83.	Tr. lodine, 400 ml	200	
84.	Betadine solution, 500ml	20	

Signature of tenderer