



**ICAR-Central Sheep & Wool Research Institute**  
**Southern Regional Research Centre**  
**Mannavanur (P.O.), Kodaikanal – 624 103 Dindigul District,**  
**Tamil Nadu**



Email: srccmannavanur@yahoo.com. : Tel: 04542-276414; Fax:04542-276413

F.No. 3-17/R/2001/

Dated: 05.11.2018

TENDER PORTION

To

M/s.....  
.....  
.....

**SUB: INVITATION OF TENDER AND INSTRUCTION TO TENDERERS.**

Dear Sir(s),

I invite you to tender for job contract work for sheep grazing at ICAR-CSWRI, SRRC, Mannavanur detailed in schedule. The conditions of contract, which will govern contract made are those contained in the general conditions of contract applicable to the contract placed by the Indian council of Agricultural Research and the Research institute under it and the special conditions detailed in tender form and those attached herewith. If you are in a position to quote for supply in accordance with requirements stated in the attached schedule. please submit your offer to this office on the prescribed tender attached.

2. **EARNEST MONEY:** Earnest Money of Rs. 5000.00 (Five thousand only) must be deposited either in the shape of Demand Draft or T.D.R. in favour of “**DDO, SRRC, Mannavanur**” drawn on Punjab National Bank, Mannavanur (IFSC Code: PUNB0284700) District Dindigul (Tamil Nadu). **Tender fee of Rs.500.00 (Rupees five hundred only) should be paid while purchasing the tender form from SRRC, Mannavanur.**

THE TENDER MAY NOT BE CONSIDERED IF THE EARNEST MONEY RECEIPT IS NOT SENT ALONGWITH THE TENDER. NO REQUEST FOR TRANSFER OF ANY PREVIOUS DEPOSIT OF EARNEST MONEY WILL BE ENTERTAINED.

It is understood that the tender document has been issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not resale from his offer or modify the tender and conditions thereof. Should the tenderer fail to observe/comply with the foregoing stipulation. the aforesaid amount will be forfeited to the "Indian Council of Agricultural Research." 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 Indian Council of Agricultural Research.

The Earnest Money should not on any account fall short of the amount actually required.

3. The schedule to the tender form should be returned intact whether you are quoting any item or not.
4. **SIGNING OF TENDER:**
  - (a) The tender is liable to be ignored if complete information is not given therein or if 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 dated and also to the general conditions of the contract would be governed by them.
  - (b) Individual signing the tender or other documents connected with the contract must specify whether he signs as:
    - (i) A sole proprietor of the firm or constitute 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 power of attorney.
    - (iii) Constituted attorney of the firm if it is a company.

- (iv) Each page of the tender, schedule to tender and annexure, if any, should be signed by the tenderer.
5. **DELIVERY OF TENDER:** The original copy of the tender is to be enclosed in double cover. The inner cover should be sealed. All the covers should be subscribed with “Tender for (name of items) & due on..... Right is reserved to ignore any tender which fails to comply with the above instructions. All out station tenders should be sent by Registered Post. Only one tender should be included in a cover. All tenders enclosed in one cover will liable to be ignored.
  6. **LAST HOUR FOR RECEIPT OF TENDERS:** Unless otherwise specified in the schedule to tender, your tender must reach this office not later than 1.00PM on the due date of opening of tenders. Tenders sent by hand delivery should be put in the tender box at this office not later than 1.00 PM. On the due date unless otherwise stipulated in the schedule to tender.
  7. **PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:**
    - (i) Firms tendering should not that their offer should remain open for acceptance of 120 days from the date of opening of tender. If the firms are unable to keep their offer open for the specified period, they should specifically state in the tender form, the period up to which they want their tender to remain open for acceptance. In the absence of such specification in the tender it will be assumed that their offer will remain open or acceptance for the period as specified in the schedule.
    - (ii) Quotation qualified by such vague and indefinite compression such as “subject to immediate acceptance” subject to prior sale” will not be accepted.
  8. **OPENING OF TENDERS:** You are at liberty to be present or authorize your representative to be present at the opening of the tender at the time and date as specified in the schedule. The name and address of the representative who would be attending to opening of the tender on your behalf should be indicated in your tender. Please also state the name and address of your permanent representative, If any.
  9. **PRICES.**
    - (1) The prices quoted must be net per unit shown in the schedule and must include all packing and delivery charges. Refunds on account of returnable packages (if any) are to be separately specified. Prices and reductions must be clearly shown in figures and words in Indian currency.
    - (2) The prices must be stated for each item separately. The percentage of reduction in the total price for entire demand should also be quoted, should and order to that extent be placed with you.
    - (3) If it is decided to ask for excise duty or any other charges as extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
    - (4) The prices by the tenderer should be exclusive of Sale Tax (and should be clearly stated to be so) which be paid by the purchaser, if legally livable at the rate ruling on the date of supply as specified in the acceptance of tender. The rate of sales tax/CST/VAT etc. should be clearly mentioned in the offer.
  10. **TERMS OF DELIVERY:** The delivery of stores is required by the date specified in the schedule to tender. If, however, it is not possible for you to effect delivery by the dates, you should specify the date by which you can guarantee delivery in the prescribed schedule to the tender.
  11. **SAMPLES:** Tender samples are required duly sealed under cover only.

**TENDER/QUOTATION WITHOUT SAMPLES WHEN SPECIFICALLY CALLED FOR ARE LIABLE TO BE IGNORED**

12. **EXAMINATION OF PATTERN OF CERTIFIED SAMPLES:** When sealed pattern are mentioned in the schedule to the tender of specification. Certified sample thereof, may be seen at the place stated in the schedule to tender and should be examined by a competent person on your behalf (who should take this invitation with him) before the tender is submitted.
13. **PACKING:** 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.

14. RIGHT OF ACCEPTANCE: The 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. You are at liberty to tender for the whole or any portion or to state in the tender that the rate quoted shall apply only if the entire quantity is taken from you.
15. COMMUNICATION OF ACCEPTANCE: Express Telegram/Letter of acceptance or formal acceptance or tender will communicate acceptance by the purchaser. In the case where acceptance is communicated by telegram or express letter the formal acceptance of tender will be forwarded to you as early as possible but the instruction contained in the express telegram or letter should be acted upon immediately.
16. The purchaser reserves the right to place order on the successful tenderers for additional supply of the items at the rate quoted depending upon the performance/workmanship of the tenderer. Tenderers are bound to accept order for any additional quantity under this clause only if the order is placed with them within one year from the date of issue of acceptance of tenders.
17. In case a contract is placed on you as a result of this tender you should satisfy yourself that the stores are in accordance with the terms of contract and fully confirm to the required specification by carrying out thorough pre-inspection. Such pre-inspection on your part should minimize the chance of rejection in the inspection and the consequences thereof.
18. This contract will be valid and binding subject to compliance of concerned act/regulation of central or state, as may be applicable, by the tenderers.

Yours faithfully,

For and on behalf of the ICAR  
OIC  
CSWRI, SRRC Mannavanur

## Chapter II- General Terms & Conditions

1. **Scope of Work** : Sheep Grazing on contract will be on flock basis per month irrespective of number of sheep which will be ranging from any number to 150 numbers maximum per flock, Maximum flock strength will be Seven as ram (2 flocks), ewes (2 flocks), lactating ewes with lambs, hogget's and weaner, weaners under feed lot experiment. Grazing hours will be from 8.00 am to 5.00 pm. Contractor will lift the dead animal and assist in post-mortem. Each flock will be grazed separately >Ram >Ewe/lamb > Weaner etc. Contractor will have to graze the animals inside the farm and no other animal will be allowed to graze with the sheep.
2. Tenderers are advised to go through all the points mentioned in the terms and conditions of tender carefully before submitting the tender document. Incomplete/unsigned/conditional tenders will be summarily rejected and no correspondence will be entertained in this regard.
3. Before submission of the tender, the tenderer/contractor may inspect/visit the farm area site and get acquainted himself with reference to conditions and to nature of work required to be performed/executed at this Institute to avoid any ambiguity or confusion.
4. The contract will be awarded to the lowest quotee based on the rates quoted by the firm in. In case, the institute finds that the rates quoted by the tenderer is not sufficient to cover the cost of engaging minimum number of security personnel at minimum wages along with other statutory requirement as specified by Govt. of India for Agricultural Sector the institute will reject such tenders. In case of two or more tenders quote same rates the tenderer having experience in relevant work will be given preference.
5. The Officer Incharge, SRRC, ICAR-CSWRI, Mannavanur reserves the right to accept or reject any tender without assigning any reason.
6. If successful tenderer does not accept the offer within 15 days, after issuance letter of award the offer will stand withdrawn & earnest money will be forfeited, and no correspondence will be entertained in this regard.
7. The successful firm will have to sign an agreement (format will be provided by the institute with offer) on non-judicial stamp paper of appropriate value not less than **Rs. 100/-** along with the **Security Deposit @5 % of contract value** in form of Account Payee Demand Draft/banker's Cheque or Bank Guarantee / FDR/TDR in favour of ICAR Unit CSWRI, Avikanagar within 15 days after issue of letter of award. It is clarified that no interest on security deposit shall be payable and security deposit money will be refundable only after the expiry/ termination of the contract period and adjusting the dues and /or forfeiture if any.
8. The contract will be awarded initially for a period of one year and thereafter will be extendable up to one more year, subject to the satisfactory performance, on the same terms & conditions.
9. The firm will be disqualified and black listed and security deposit forfeited, if it is found that they sublet the contract, wholly or partially, during the period of the contract. A register for complaint /surprise/routine checks shall be maintained by the contractor which may also be inspected by authority of institute.
10. All the deployed workers must be in sound health, between 18-60 years of age. The firm should submit police verification/ fitness certificate for each deployed worker and issue them an identity card as well as appropriate uniform at the cost of contractor.
11. It will be the responsibility of the firm to look after the health and welfare of the personnel deployed as per the statutory requirements and rules. Such records would be maintained in registers and should be produced as and when demanded by the Institute.
12. The contractor shall maintain a register of complaint/work and duties performed which shall be verified by the institute.
13. **PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE:** Any loss/damage occurred by the Firm/Firm to the Institute property during the transaction/currency of the contract, the clause liquidated damages for **Rs.1000/-** per day shall be imposed, if the Firm fails to replace/rectify the damage/loss within a week. In case of any of the above contingencies, the First Party shall have the right to terminate this agreement forthwith without notice and recover aforesaid amount for security deposit and shall not be liable to any damages and/ or loss, which may be suffered by the agency on

- account of termination of this agreement. The same shall be without any financial implication on part of the First Party. The decision of the Officer Incharge, SRRC, ICAR-CSWRI, Mannavanur will be final and binding in this regard. In case the contractor remain absent for one day a sum of Rs.500/- per day will be deducted from the contractor bill as Institute loss and if the Contractor continues to be absent for 30 days the contract will be terminated automatically and the Security money will be forfeited. The full book value of the animal(s) will be recovered if any animal is lost/predated.
14. If the contractor does not discharge his duties up to the satisfaction of In-charge Security Section, the contract will be terminated before expiry period and the security money will be forfeited.
  15. In case any problem arises on account of non-compliance of any statutory Law, the sole responsibility will be on the concerned firm. The Institute will not be responsible for any liability in this regard.
  16. If any loss is incurred to the institute due to negligence or malafied intentions of the firm or any of its employees, the firm will make good the losses incurred to institute. The decision of the Officer Incharge, SRRC, ICAR-CSWRI, Mannavanur will be final and binding in this regard.
  17. The firm must abide by all the Labour Laws in vogue for which the responsibility will solely be lying on the concerned firm. The payment to labourers engaged by the firm must be as per minimum wages prescribed by the Govt. of India for Agricultural Sector through the bank transfer, on or before 10th day of following month. The details of the payment are to be submitted to the office for processing the bill.
  18. The labourers engaged by the firm will have no claim for any regular employment in the Institute/ICAR at any point of time, as this arrangement is purely on the contractual basis between the Institute and the firm.
  19. In case of any accident/loss of life of the worker during discharging duties, all the liabilities/compensation shall be borne by the firm and SRRC, ICAR-CSWRI, Mannavanur shall not have responsibility in this regard.
  20. The firm must submit proof of depositing the EPF and ESIC contributions along with the name and account numbers of the deployed labour and Challan of the deposited GST for the billing period (if applicable).
  21. The bill in triplicate for work carried out in billing period is to be submitted in the Office for claiming the monthly payment through a Coordinator appointed by the Institute. No part payment request would be entertained.
  22. The Officer Incharge, SRRC, ICAR-CSWRI, Mannavanur reserve the right to review the performance whenever felt necessary also to terminate the contract at any point of time during the tenure of contract in case the performance and service rendered by firm are found to be unsatisfactory, without giving any prior notice. The decision of Officer Incharge, SRRC, ICAR-CSWRI, Mannavanur shall be final and binding on the contractor.
  23. Contract can also be terminated at any point of time if the above mentioned work is no more required. Contract cannot be terminated by contractor firm before expiry of the contract period. **Violation would invite forfeiture of security deposit.**
  24. In the case of any dispute between the institute and the firm, the Officer Incharge, SRRC, ICAR-CSWRI, Mannavanur will appoint an arbitrator within one month of the dispute, whose decision will be binding on both the parties, the legal jurisdiction will be Mannavnur (TN) only.
  25. The TDS will be deducted as per Income tax extant rules.
  26. The contractor or it's worker shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
  27. The contractor/ his authorized representative shall report immediately whenever called by Officer Incharge, SRRC, ICAR-CSWRI, Mannavanur on receiving telephone message to attend any complaint.
  28. The Contractor firm or its partners/Directors should not been declared insolvent any time. Further they are not declared defaulters / black listed by any Bank/ Financial Institute/ State oriented Govt. organization, Autonomous body etc.

Officer Incharge,  
SRRC, ICAR-CSWRI, Mannavanur

## TENDER ACCEPTANCE LETTER

### Tenders for annual job contract work for sheep grazing at the SRRC, ICAR-CSWRI, Mannavanur

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

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From \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To  
The Officer Incharge  
Southern Regional Research Centre,  
ICAR-Central Sheep & Wool Research Institute  
Mannavanur (P.O.) Kodaikanal – 624 103  
Dindigul District, Tamilnadu

I/ We have read all the particulars regarding the General information and other terms and conditions for providing annual job contract work for sheep grazing at the SRRC, ICAR-CSWRI, Mannavanur and agree to sheep grazing as detailed in the scope of work to this Tender and I/we agree to hold this offer open till 120 days.

2. I/We have understood these terms and conditions for the Contract and shall provide the best services strictly in accordance with these requirements.
3. Pay order/DD No. \_\_\_\_\_ of Rs. \_\_\_\_\_ drawn in favour of “DDO, SRRC, Mannavanur” payable at PNB, Mannavanur (IFSC- PUNB0284700) is enclosed as tender fee required.
4. Pay order/DD No. \_\_\_\_\_ of Rs. \_\_\_\_\_ drawn in favour of “DDO, SRRC, Mannavanur” payable at PNB, Mannavanur (IFSC - PUNB0284700) 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:

## SCHEDULE TO TENDER

Date & Time of Receipt of Tender : 26.11.2018 at PM 1.00 PM  
Date & Time of Opening of Tender : 27.11.2018 at PM 3.00 PM  
The tender shall remain open for  
Acceptance till : 120 days from the date of opening

Item No.	Description of goods	Specification No or Sealed Pattern	Number or Quantity	Unit Price	Station of dispatch

(The special instruction of conditions of contract applicable to this tender are attached to this schedule).  
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1. Purchaser : The Officer Incharge, Southern Regional Research Centre, Mannavanur, Kodaikanal-624 103, Tamil Nadu
2. Store are required by (date to be indicated): Immediately
2. 3. Consignee : Southern Regional Research Centre, Mannavanur, Kodaikanal-624 103, Tamil Nadu
4. The tenderers must quote clear delivery terms indicating FOB&CIF basis for imported stores and FOR station dispatch for indigenous/Ex-stock deliveries as applicable. Incomplete tenders are liable to be ignored.
5. Tenderers are bound to accept order for additional quantity at the rate quoted only if order is placed on them within one year from the date of issue of acceptance of tender.
6. 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 form, in the absence of such indication in the tender form the contents of the covering letter will be ignored in consideration of tender.
7. Firm should not 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.
8. The rates for the items required in accordance to the specifications mentioned in the tenders will only be considered otherwise the same will be rejected.
9. The rates should be quoted F.O.R. Institute's Godown (and not premises) inclusive of all charges but exclusive of Sales Tax, if any.
10. The tenderer should also submit along with their tender. Income Tax and Sales Tax clearance certificate (duty countersigned by Income Tax Officer and Commercial Taxation Officer of the circle concerned under the seal of his office and also indicate the name and full address of their Banker).
11. 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.
12. A sample of the item should be first got approved before supply of the entire quantity.
13. The firm in whose favour the tender is accepted will have to deposit an amount equal to 10% of the value of contract as Security Deposit and will have to sign an agreement before execution of work. The Security Deposit will be refunded after satisfactory supply and on the expiry of period of six month after warranty/completion of work. In case of imported items., L.C. will generally be opened on 90% of FOB value and balance 10% will be paid in Indian Rupees. The Indian agent should be registered with the DGS&D and copy of registration should be enclosed along with tenders.

14. 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.**

15. Whether stores offered confirm to particulars quoted in the schedule? If not, details of deviation must be stated here.
16. (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) Guaranteed date by which delivery can be completed.  
(vi) Packing that is proposed to employee.  
Whether specification packing will be adhered to.  
(vii) Whether sample submitted.  
(viii) (a) Gross weight of consignment.  
(b) Net weight of packed items.
17. Whether you agree to the inspection clause as stipulated.
18. 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.

19. Stock routed in India.
20. 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:
21. Raw materials are held in stock sufficient for the manufacture of \_\_\_\_\_.
22. (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.
23. Business name and constitution of tendering firm:  
Is the firm registered under  
(i) The Indian Companies Act., 1956.  
(ii) The Indian Partnership Act, 1932. (Please give the names of partners)  
(iii) Any other (Please specify):
24. 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:

25. (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.

26. 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?

27. 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?

28. (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?

29. 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.

30. GENERAL: 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 out what is not applicable)

31. CONDITIONS OF CONTRACT: 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.

32. DEVIATION FROM SPECIFICATION: 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.

33. PRICE:

- A. prices must be in terms of new coinage system viz. Rupees & Paisa.
- B. The unit prices should be for the same units indicated in the schedule to enquiry and not any other unit.
- C. Prices quoted should be invariably for delivery FOR Station of destination or (of dispatch) in India and inclusive of charges such as packing, forwarding, custom duty, control etc. Where applicable.
- D. Quantity discount, if any should be indicated prominently.
- E. The FOR Station of dispatch prices shall be deemed to include free delivery to the consignee situated within municipal Corporation limits/ radius of 10 Kilometers from the firm premises in case of local delivery.
- F. (i) Offers on firm price basis are preferred.  
(ii) Where firms cannot quote firm prices, variable prices with a ceiling are preferred.  
(iii) Where wages escalator is insisted upon due consideration is given to the offer with lowest wages escalator factor.

34. CUSTOM DUTY & OTHER CHARGES: The rate should be quoted on FOB basis and also CIF basis separately. The rate of custom duty in terms of percentage or exact amount must be shown for each item. The packing, forwarding, loading, unloading and other incidental charges by whatever name they may be known should be quoted/shown separately otherwise it will be presume that rate quoted are inclusive of all charges.

35. 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 later 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 occurred during transit.

36. PAYMENT TERMS: 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 is generally 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.

37. ADDITIONAL PARTICULARS TO BE FURNISHED BY THE TENDERER: Tenderers shall submit along with their tenders:

- (i) An Income Tax Clearance and 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.

38. GUARANTEE/WARRANTY: The tenderers shall furnish along with their quotation the under noted guarantee/warranty:-

- (i) Guarantee that they will supply parts if and when required on the agreed basis for an agreed price. The agreed basis be an agreed discount on the published catalogues or on agreed percentage of profit on the landed cost.
- (ii) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the purchaser of the equipment so that the later may undertake the balance of the life-time requirements.
- (iii) The warrantee to the effect that they will make available the blue prints or drawing of the spears, if any when required in connection with the main equipment.
- (iv) The Contractor or shall furnish the following warranty in case contract is placed on him.

The Contractor or seller hereby declares that the goods/stores/articles sold to the buyer under this contract shall be of the best quality (and workmanship and shall be strictly in accordance with the specifications and particulars contained/mentioned in the clause..... hereof and Contractor/Seller hereby guarantee that eh goods/stores/articles would continue to confirm to the description and quality aforesaid for the period of ..... days/months and quality aforesaid from the date of delivery of the said goods/stores/articles to the purchaser and that notwithstanding the fact that the purchaser (Inspector) may have inspected and/or approved the said goods/stores/articles.

If during the aforesaid period of ..... days/months the said goods/stores/articles be discovered not to confirm to the description and quality aforesaid or have deteriorates (and the decision of the purchaser in that behalf will be final and conclusive), the purchaser will be entitled to reject the goods/stores/articles or such portion thereof as may be discovered not be confirmed to the said description and quality. On such rejection the goods/stores/articles will be at the seller's risk and all the provisions herein contained relating to rejection of goods, shall if so, called upon to do replace within a period of ..... Months/or such further period as may be extended from time to time by the purchaser in his discretion made here before by them on an application contractor/Seller of the goods, stores or such portion thereof as of rejected by the purchaser and in such an event the above mentioned warranty period shall apply to the goods/stores articles replaced from the date of replacement thereof otherwise the contractor /seller shall pay to the purchase such damage as may arise by reason of the breach of the conditions herein contained. Nothing herein contained shall prejudice any other right of the purchaser in the behalf under this contract otherwise.

39. 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**

**Southern Regional Research Centre  
ICAR-CENTRAL SHEEP & WOOL RESEARCH INSTITUTE  
Mannavanur, Kodaikanal-624 103, Tamil Nadu**

**CHALLAN FOR REFUND OF EARNEST/SECURITY MONEY CUM PRE-RECEIPT**

Sl.No.	Amount of deposit	CM No./TR5 (GAR) No./FDR/call deposit receipt/ DD No./ STDR No. and date	Purpose for which deposited

Received a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

as a refund of Earnest/Security Money deposited with you.

**SIGNATURE OF  
DEPOSITOR**  
Climbing Refund along with  
**A revenue stamp**

Name

.....  
.....

Address

.....  
...  
.....  
.....

## FINANCIAL BID

Last date for receipt of Tender.....

Date of opening of Financial Bid: As per the intimation

To,

The Officer Incharge  
Southern Regional Research Centre,  
ICAR-Central Sheep & Wool Research Institute  
Mannavanur (P.O.) Kodaikanal – 624 103  
Dindigul District, Tamilnadu

Sir,

I/We wish to submit our Tenders for providing annual job contract work for sheep grazing at the SRRC, ICAR-CSWRI, Mannavanur on the following rates :-

S.No.	Description of work	Rate quoted (in Rupees) / per flock per month (Inclusive All taxes and other charges)
1	Sheep Grazing on contract will be on flock basis per month irrespective of number of sheep which will be ranging from any number to 150 numbers maximum per flock, Maximum flock strength will be Seven as ram (2 flocks), ewes (2 flocks), lactating ewes with lambs, hogget's and weaner, weaners under feed lot experiment.	

The above quoted rate should include all the statutory requirements and charges, including all taxes.

The institute will not bear any additional expenditure on account of increase in VDA or any other account, leading to additional financial liability on the contractor. While quoting rates, the tenderer is advised to take care of these.

I /We agree to forfeit of the earnest money if I/We fail to comply with any of the terms and conditions in whole or in part laid down in the Tender Form.

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

Signature with date .....  
Name and Address of the firm/agency.....  
Telephone No.....  
Mobile No.....

## DRAFT SPECIMEN AGREEMENT

This agreement is made at .....(place)..... on .....(month/year) ..... day of  
between.. .. (Institute).. .. (hereinafter called Institute) through  
.....(designation of the competent authority in the Inst.) .....which term shall  
include its successors, assignees etc. on the first part and .....(name & address  
of the firm)..... , (hereinafter called the Firm) which term shall include its  
authorized representatives, successor, assignees etc. on the other part.

Whereas the .....(Institute)..... has decided to assign the annual  
job work contract for providing .....(nature of job) :..... at.....  
(Name of the Inst.)..... , (location). ..... to the firm on the terms and  
conditions hereinafter contained.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

1. This agreement shall come into force w.e.f. ....(date)..... and will remain in force for a period for one year but can be terminated by ..... (name of the Insts.)..... by giving one calendar month's notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, on mutually agreed terms.
2. The firm shall be responsible for annual job work contract for providing ..... (nature of job)..... at ..... (location) .
3. The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the Police Authorities.
4. All personnel posted at premises shall all times and for all purpose be deemed to be employee of the firm and the..... (name of the Inst.) .....shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at..... (name of the Inst.)..... premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The..... (name of the Inst.) .....shall have the right to ask for the removal from the .....(name of the Inst.) .....premises any personnel considered by the..... (name of the Inst.) .....to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the..... (name of the Inst.) .....
7. The manpower deployed by the Agency should work as per the working days and timings of the .....(name of the Inst.)..... . No extra wages will be paid for attending office on weekends, holidays and late-sitting.
8. Monthly consolidated charges for job/ work contract for providing ..... services at .....(name of the Inst.)..... is as per terms and conditions specified and scope of work as per Schedule-I in the tender document including all the taxes viz. Service tax and other taxes as applicable will be paid to the firm by the Council. The firm will raise a bill of this amount on 1st working day of every month and the payment released by the Council in the form of crossed cheque payment to the firm subject to satisfactory performance /

delivery of contracted job / work/ services. Copies of documents such as deposit challan along with list of persons showing deposit of ESIC, EPF with the concerned agencies are also to be deposited with the bill.

9. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.
10. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the .....(name of the Inst.)..... . The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.
11. That the Firm shall issue uniforms to all their employees engaged, which they shall wear while on duty (optional).
12. That the firm shall issue identity card to each of the workers engaged for entry into..... (name of the Inst.)..... premises.
13. That the Firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
14. That in case the Firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the..... (name of the Inst.) may cancel the contract.
15. That the Firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services conditions and shall be deployed without the consent of the .....(name of the Inst.) ..... also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. Obligations under Contract labour (Regulation & Abolition) Act. 1970, workmen's Compensation Act, 1943, E.P.F., E.S.I. & M.P. Act, 1947 etc. Firm agrees to indemnify and keep indemnified .....(name of the Inst.) ..... on account of any failure to comply with the obligations under various laws or damage to..... (name of the Inst.)..... due to acts/omissions of Firm.
16. It is also agreed that under no circumstances, the volunteers and/ or the employees/ workmen of the Firm shall be treated, regarded or considered or deemed to be the employees of the .....(name of the Inst.)..... . and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the ..... (name of the Inst.)..... against any claim that it may have to meet towards the employees/ workmen of the Firm. Firm's employees/ workmen shall have no claim to absorption/ regularization and financial benefits etc. that are admissible to regular employees in the office of ..... (name of the Inst.).
17. The contract is subject to the conditions that the firm shall comply with all the laws and by laws of Central Govt. State Govt. / NCT of Delhi as applicable relating to this contract.
18. In case of any loss or damage to the property of the Council at which is attributable to the firm, the full damages will be recovered from the firm.
19. The Firm shall not transfer its right or sub- contract to anyone else.
20. The Firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
21. The Firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the " contract with trust. diligently and honestly.
22. In case of any accident/loss of life of the workers during discharging duties compensation to be given to the workers, the same shall be borne by the Firm.
23. There will be surprise checking by an Officer. Shortcomings, if any. pointed out by him shall be restored by the contractor within 24 hours of its bringing to his notice.

24. The firm shall provide a Co-ordinator for immediate interaction with the organisation.
25. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

**PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE**

1. An amount of Rs. 500/- will be levied as liquidated damages per day. whenever and wherever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the firm by .....(Name of the Institute) .....and if no action is taken within one hour liquidated damages clauses will be invoked.
2. Any misconduct/ misbehaviour on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
3. If the required number of workers/supervisor are less than the minimum required as a penalty of Rs. 500/- per worker per day will be deducted from the bill.

The decision of .....(competent authority in the Inst.)..... . shall be final and binding on the contractor/agency in respect of any clause covered under the contract and any matter incidental to the contract.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

(Name & Address of the firm)

(For the Institute)

Witness:-

- 1.
- 2.