

**CENTRAL RESEARCH INSTITUTE FOR DRYLAND AGRICULTURE
SANTOSHNAGAR, HYDERABAD-500 059**

F.No. 2-1/(28)/2010ST

Date: 28-11-2010

TENDER NOTICE

Sealed Tenders are invited by the Director, Central Research Institute for Dryland Agriculture, Santoshnagar, Hyderabad for the following Equipments:

S.No.	Particulars	Qty	EMD (Rs.)
1	Refrigerated High Speed Centrifuge	1 No.	26,000/-
2.	Rack Mount CO ₂ Gas Analyser with sample pump	1 No.	9,000/-
3.	Ultra pure water purifying system	2 Nos.	14000/-
4	Laboratory Incubator Shaker	2 Nos.	8,000/-
5	PCR Machine	1 No.	24,000/-

Tender Documents can be download from website: <http://www.crida.ernet.in> or <http://crida.ernet.in> or in person. Tender documents can also be had from 30-11-2010 to 27-12-2010 from room No.109 on all working days from 1000 to 1600 hours on payment of Rs.300/- (Rupees Three hundred only) through Demand Draft drawn in favour of ICAR Unit A/c. CRIDA, Hyderabad. Without EMD and Tender Cost will be summarily rejected.

Complete Tenders (Technical and Commercial bid in separate envelopes) may be dropped in Tender Box kept in Room No. 109, 1st Floor, CRIDA, Hyderabad by 2:00 PM on or before 28-12-2010 and will be opened on the same day at 3:30 PM in Committee Room.

DIRECTOR

**TENDER DOCUMENT
(Advertised Tender Enquiry)**

Tender Notice No. CRIDA ----I, dated: 28-11-2010

**TENDER ENQUIRY
FOR SUPPLY & INSTALLATION OF SCIENTIFIC
EQUIPMENTS**

NAME AND ADDRESS OF BIDDER

M/s. -----



GOVERNMENT OF INDIA
CENTRAL RESEARCH INSTITUTE FOR DRYLAND AGRICULTURE
Santoshnagar: Hyderabad-500 059

☎ # (40) 24530161 / 223 # Fax 91-040-24531802

Website # <http://www.crida.ernet.in>

CHECK LIST

Please verify the following documents before submission of the tender in two bid system (technical bid/financial bid) as per sequence listed below, to avoid rejection or disqualification of your tender.

1. Cost of Tender Schedule: DD for Rs.300/-. Tender Document can also download through Website: <http://www.crida.ernet.in> on or after 30-11-2010 and furnish the DD (non refundable) in favour ICAR Unit, CRIDA account towards cost of tender document. The DD should furnish along with technical bid for the quoted items in tender document to participate in the tender opening meeting.
2. **Earnest Money Deposit/Bid Security:** EMD should be drawn on any nationalized bank as indicated in the notice inviting tenders in favour of ICAR UNIT - CRIDA A/c"
3. Following documents as indicated in the tender document printed on the tenderer's letterhead with dated signature and seal.
4. Tender Form;
5. Price Schedule with terms and conditions;
6. Statement on Compliance of the Technical Specifications with deviations, if any;
7. Performance Statement;
8. Service Support Details;
9. Other formats, if any provided in the tender; and
10. Technical literature of the products offered.
11. Certificates of registration for Sales Tax, value added tax issued by appropriate Government for the required services with the seal of the tenderer.
12. Authorization letter & Certificate of Incorporation/registration of firms issued by the appropriate Government.
13. Income tax clearance certificate issued by the concerned IT circle for the preceding three years with the seal of the tenderer.

14. Certificates issued by clientele where the similar supplies were rendered / being rendered as specified in the performance statement for the past 5 years.
15. The entire original tender document (technical & financial bids) with seal and signature on each page along with price schedule at the time of submission of tender document(s) win the due date. Otherwise, tender will not be considered at any cost.

Important clause:

- ♦ Technical & financial bids should be sealed separately by the bidder in separate covers duly superscribed and both sealed covers are to be put in a bigger cover which should also be properly sealed and duly superscribed and submit to the above office as the date and time specified above.
16. Any other document or information as required in the tender document. Your tender must bear seal and signature of the authority authorised to sign this tender on every page

Time and Date for receipt of Tenders: Up to 27-12-2010 hrs IST on 16:00

Time and Date for opening of Tenders: At 28-12-2010 hrs IST on 3:30 hrs

In-Charge, Purchase Section



CENTRAL RESEARCH INSTITUTE FOR DRYLAND AGRICULTURE

(Indian Council of Agricultural Research)

Santoshnagar, Hyderabad – 500 059 (AP), India

☎ (40) 24530161 /24532077,24532243 ❖ Fax 91-040-24531802

Website # <http://www.crida.ernet.in>

Tender Notice No. CRIDA_____ DT_____

TENDER ENQUIRY FOR SUPPLY & INSTALLATION OF _____

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I	Notice Inviting Tenders
II	Instructions to Tenderers
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V	Tender Form, Price Schedule & Other Proformae
VI	Schedule of Requirements & Technical Specifications

Please click
<http://www.crida.ernet.in>
for the Annexure - "A"
or otherwise collect the
hardcopy from in-charge,
purchase section, CRIDA,
Santoshnagar, Hyderabad-
059 during working hours
from 9.30 am to 4.30 pm.

SECTION - I

NOTICE INVITING TENDERS



CENTRAL RESEARCH INSTITUTE FOR DRYLAND AGRICULTURE
(Indian Council of Agricultural Research)

Santoshnagar, Hyderabad - 500 059 (AP), India

☎ (40) 24530161 / 24532077, 24532243 ❖ Fax 91-040-24531802

Website # <http://www.crida.ernet.in>



GOVERNMENT OF INDIA
CENTRAL RESEARCH INSTITUTE FOR DRYLAND AGRICULTURE
SANTOSH NAGAR: HYDERABAD - 500 059
Phones: 24530161, 24532077, 2452265 Fax: 91-040-24531802
Website: <http://www.crida.ernet.in>

SECTION I **NOTICE INVITING TENDERS**

TENDER ENQUIRY FOR SUPPLY OF SCIENTIFIC EQUIPMENTS

Tender No. CRIDA---I

DT: 28-11-2010

CRIDA is a premier publicly funded Research Management Organization under ICAR, DARE, Min. of Agriculture, GOI. The Director, CRIDA Santoshnagar, Hyderabad - 500 059, AP, India now invites sealed tenders **in two bid system (technical bid/financial bid)** for supply & installation of SCIENTIFIC EQUIPMENTS from the eligible bidders/reputed manufacturers/ authorized dealers/suppliers as per terms, conditions, guidelines, policies and procedures for purchase of goods under rule -6.9, page No. 38 of chapter VI [Manual on policies and procedures of purchase of goods] as the detailed specifications given in the format. The quantity/specifications are given in the schedule of requirement. The rate quoted should be for complete unit as per specifications.

Sl. No.	Brief description of Equipment / Goods	Qty. & Technical specs	Bid Security (Rs.)
1.	Refrigerated High Speed Centrifuge	As per the specifications enclosed	2% on quoted price of individual item
2.	Rack Mounted CO ₂ Gas Analyser with sample pump		
3.	Ultra pure water purifying system		
4.	Laboratory Incubator Shaker		
5.	PCR Machine		
6.	--		
7.	--		

The technical bid must be accompanied bid security (EMD) in the form of DD (drawn from any nationalized bank) *in favour of ICAR Unit - CRIDA Account*, payable at Hyderabad for the quoted items in the tender. The technical bids will not be considered without bid security under any circumstances.

Cost (non-refundable) of tender postal document is Rs.300/- (Add Rs.200/- for inland post and Rs.300/- for overseas post charges) to be paid in the form of DD drawn on any nationalized bank in favour of "ICAR Unit-CRIDA A/c" payable at Hyderabad. The bidders should submit separate tender for technical bid & financial bid of each item. Tender for different equipment/item should not be quoted together. The technical bid consist all technical specs/details along with terms and conditions. Financial bids indicating item-wise price for the items quoted as per technical bid. The technical bid must be accompanied bid security in the form of DD (drawn from any nationalized bank) for the quoted items in the tender for participation in the tender opening. Both bids should be sealed by the bidder in separate covers duly superscribed and both sealed covers are to be put in bigger cover which should also be properly sealed and duly superscribed and submit to the above office as the date and time specified below.

Interested eligible tenderers may obtain the prescribed tender document [supply and installation of Scientific Equipments] (set of two copies) and further information regarding specifications/ complete details of requirements for supply & installation of Scientific Equipments with general terms and conditions to fulfill the said work by the vendors from In-charge, Purchase Section, CRIDA, Santoshnagar, Hyderabad - 500 059 (contact Nos. **24530161/24532077**) on submission of a written application to the above office upon payment through DD as specified during office hours from 0930 hrs to 1630 hrs on all working days either in person or by post. Late submission of tenders & unsigned tenders for the schedule shall not be entertained at any cost after specified date & time as indicated.

Date of commencement & last date, time from 0930 hrs to 1630 hrs for sale of tender documents from 30-11-10 to 27-12-2010; Date and time for receipt of tender documents - upto 14:00 hrs IST on 28-12-2010 & Time and date of opening tender documents at 15:30 hrs IST on CRIDA Place of opening the tender documents - Office Of the Director, CRIDA, Santoshnagar, Hyderabad - 500 059, AP, India. Please send your offer in sealed tenders so as to reach this office on or before 14:00 hrs on 28-12-2010. The late bids will not be accepted under any circumstances.

The technical bids are to be opened in the presence of bidders / authorized representatives of bidders in the first instance who choose to attend on the specified date and time in the first instance and evaluate by the institute committee. In the

second stage financial bids will be opened only technically acceptable offers for further evaluation and ranking before awarding the contract. The date of opening the financial bids will be intimated accordingly. In the event of the date & time specified for tender receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of tenders and opening of tenders will be the following working day at the specified timings. CRIDA does not hold any responsibility for postal delays.

Tender Schedules with full details can be downloaded from our Website <http://www.crida.ernet.in> on or after 28-11-2010 and in such cases, participation in the tender will be subject to remittance of the tender cost (non-refundable) of the tender document(s) in addition to the Bid security (EMD) along with the tenders in the form of DD/BG in favour of "ICAR Unit-CRIDA A/c" from any nationalized bank payable at Hyderabad for supply and installation of Scientific Equipment as per terms and conditions for supply and installation of Scientific Equipment . Successful bidders have to furnish Performance Security for an amount equivalent to 10% of the order value.

Tenders are to be sent in a sealed cover with EMD duly enclosed and superscribing supply and installation of Scientific Equipment, reference no and date of opening. A brief detail of tender is given in the following format.

The Director, CRIDA reserves the right to reject any tender or all the tenders without assigning any reason thereof. Decision of the Director, CRIDA will be final and legally binding. All disputes will be subject to Hyderabad Jurisdiction only.

Note:

1. The supply and installation of as Scientific Equipment per supply order shall be transported to CRIDA campus at your cost.
2. The information format should invariably be filled in and duly signed by the authorized signatory on every page of tender and the terms and conditions should strictly be followed before submitting the tender.
3. The tender(s) may be addressed to the Director, CRIDA, Santoshnagar, Hyderabad -500 059

DIRECTOR, CRIDA

Specifications for Scientific Equipments:-
Refrigerated High Speed Centrifuge

Specifications for a High Speed Centrifuge:

Programmable microprocessor-controlled high speed (100 - 30,000rpm with 100 - 110,500g RCF range) high performance centrifuge with high-torque brushless direct drive. It should have fast accel and decel rates.

Other features should include:

Imbalance tolerant drive. Quiet operation Dual digital display of set and actual run conditions. Key-pad data entry Auto rotor identification and backup Delayed start capability, CFC-free refrigeration, CFC-free manufacturing.

Settings in RPM or RCF mode. Closed loop speed control.

Temp. range -20°C to 40°C. Amb. range 15°C to 40°C.

Standard sample temp. +/-2°C of set,

Set time 99hrs 59mins and hold. Single locking lid

Diagnostic messages for vacuum/FRS system, speed control, refrigeration, drive

Over temperature, imbalance, door closure, power fail, rotor ID, total system and service.

Rotor : Fixed rotor (8x50 ml tubes) with low K factor to achieve faster separation. The rotor should be made of appropriate material to suit high speed /high g conditions.

Optional accessories:

10/15 ml and 1.5 ml adaptors for 8x50 ml rotor.

Rotors for 1.5 ml/ 10/15 ml tubes

Rotor for 4000ml

The firm should have a reputation in the area of centrifugation and should provide a list of users. It should provide at least two years running warranty with all necessary spares and consumables.

Firm should supply an appropriate voltage stabilizer required for installation of centrifuge.

Rack Mount CO₂ Gas Analyzer with Sample Pump

Specification of Equipment- Rack mount CO₂ gas analyzer with sample pump

Main equipment:

- Microprocessor based CO₂ analyser with non-dispersive infrared absorption (NDIR) measuring method
- The repeatability of the CO₂ analyser within $\pm 0.5\%$ of full scale and response time of 1-3 seconds
- Within $\pm 1\%$ of linearity, $\pm 0.5\%$ of Noise of full scale
- With in-built temperature and relative humidity measurement facility
- With Auto calibration and Barometric pressure compensation and must have sampler selector

Essential Accessories: - Necessary spare parts to maintain the equipment for at least one year.

Main Equipment: Ultra Pure Water Purification System:

Specification:

- Needed Water Purification System for producing high quality water for analytical purpose specially for ICP, AAS and biological studies
- System must have three-stage filtration for generating high and very high quality water with a good out put. First stage filtration should possess prefiltration, RO process (reverse osmosis) and electrodeionisation techniques and must be able to generate water, not less than 10 mega ohm resistivity, organic matter must not exceed 10ppb, with a good flow rate of 10 lit /hr.
- Second stage filtration must provide a 25-30 litres storage capacity of analytical grade water without any deterioration of quality and should have a provision to hook up with ultra pure water system.
- The ultra purification system should be based on prefiltration, deionization, micro filtration and ultra filtration. Ultra pure water should be of highest standards (as prescribed by American Society for Testing and Materials (ASTM), International Centre for Chemical Clinical Laboratory Services (ICCLS) and International Standards Organization (ISO)) so that it could be safely used for ICP analysis, molecular biology/biotechnology applications. Should clear the cations and anions to an extent to provide more than 18 mega ohm resistivity, bacteria count must not exceed 10 cfu/ml, organic carbon as low as <10 ppb, pyrogen free, with adequate flow rate of a minimum of 1litre /min. If needed, UV light provision may also be quoted.
- System should be sturdy, durable, should meet the GLP (Good Laboratory Practices) requirements, with a automatic provision of recirculation, auto sanitation, self rinsing, self diagnosing and monitoring the quality, with provision for LED display, bench top model, must be compact and should have attractive look. Power supply must be compatible to Indian power requirements of 230V/50 Hertz.
- Also quote for boosted pump with separate pre filtration
- User list, if such system is supplied to the central/state government research departments/organizations must be enclosed
- All other necessary accessories and spares needed atleast for two years, along with necessary items required for installation and demonstration, service back up, warranty certificates, manuals, etc.
- If any item/model is proprietary in nature, a clear certificate in this regard may be enclosed along with the invoice.
- Any other state of the art equipment capable of delivering high quality water than above mentioned standards.
- A) Essential Accessories: ½ HP motor of standard company and all other accessories required for installation demonstration and successful functioning of the unit.
- B) Optional Accessories: One set of Cartridges / accessories extra for all the three stages filtration
- C) Any other item required for using the equipment: Electrical fittings, sockets/ switches
- D) Warranty and service backup: For two years

Main Equipment: Incubator Shaker:

Specification:

Microprocessor based incubator with double wall, exterior cabinet preferably of acrylic finish on galvanized steel or equivalent material, interior made up of stainless steel or equivalent material, interior made up of stainless steel or equivalent, door acrylic finish or equivalent on galvanized steel. Temperature range 5-70° C with an accuracy of $\pm 0.5^{\circ}\text{C}$. Refrigerator and heating system with powerful air circulation (preferably natural convection i.e., air jacket system) for creating positive air flow through out the chamber, with compressor or motor of highest quality make, LED display with automatic timer function. Effective capacity would be minimum 300 litre. With minimum of 4 racks, adjustable shelves, inner closure made up of high quality glass with glass wool or equivalent insulation. Fitted with internal voltage stability system compatible to Indian operational voltage (220-240V), temperature alarm provision, with memory back up. Any other latest feature including state of the art technology.

Minimum three years warranty of complete unit and 5 years warranty of compressor or air circulation system.

Quote different models with its capacity and features, with all accessories such as compatible stabilizers, if needed and other items for successful installation and running.

Shaker: Heavy duty, automatic motion, horizontal tabletop model with variable speed, fitted with DC motor, electronic speed regulator, rpm meter and timer. Permit speed variation of 100 to 400 rpm approximately or better, with suitable platform and good quality clamps to hold at least 36 flasks of 250ml capacities, resistant to wear and tear with high durability, warranty, and service back up. Any other state of the art equipment.

PCR Machine

Main Equipment Specifications:

- Thermal Cycling System Peltier-based, 96-well block
- Sample Ramp Rate $\pm 1.1^{\circ}$ C/ sec
- Peak Block ramp Rate 1.60 C/ sec
- Temperature Range 40 C-100⁰C
- Temperature Accuracy ± 0.1 -0.25⁰C of set point/display temperature measured 3 minutes after clock start
- Temperature Uniformly ± 0.40 -0.50⁰C, 30 seconds after clock start
- Optical system Single excitation, four emission filters
- Calibrated Dyes at Installation and passive reference dyes.
- Data Collection in all 4 filters for all wells regardless of plate setup
- Flexibility to alter plate setup after run.
- Quantitative PCR run time < 2 hours
- 20-200 μ l volumes support
- UPS/ backup power support for 60 minutes in case of failure of electricity
- Support Software and data downloading system with laserjet printer for printing of the programs

Supported Consumables

- Standard optical 96-well plates
- 8-strip 0.2 mL Tubes
- 0.2mL tubes
- Optical adhesive covers
- Optical flat caps

SECTION - V

TENDER FORM, PRICE SCHEDULE & OTHER FORMS



CENTRAL RESEARCH INSTITUTE FOR DRYLAND AGRICULTURE
(*Indian Council of Agricultural Research*)

Santoshnagar, Hyderabad - 500 059 (AP), India

☎ (40) 24530161 / 24532077, 24532243 ❖ Fax 91-040-24531802

Website # <http://crida.ernet.in>

SCHEDULE V
TENDER FORM, PRICE SCHEDULE AND OTHER PROFORMAE

TENDER FORM

(To be filled in by the Tenderer duly printed on their letterhead)

Tenderer's Ref.No. _____ Date: _____

From: _____ Grams: _____

_____ Phone No. _____

PIN _____ Fax No. _____

To
The Director
CRIDA, Santoshnagar,
HYDERABAD - 500 059

Dear Sir,

I/We hereby offer for your requirements detailed in the schedule hereto or such portion thereof as you may specify in the Acceptance of Tender at the rates given in the said schedule and agree to hold this offer for 120 days (4 months) for acceptance. I/We shall be bound by a communication of Acceptance dispatched within the prescribed time and also execute agreement required in this regard.

2. I/We have understood the Instructions to Tenderers and General Conditions of Contract governing such contracts placed by Indian Council of Agricultural Research and its Research Institutes and the Special Conditions of Contract, and have thoroughly examined the details indicated in the Schedule to Tender thereof and am/are fully aware of the goods and/or services required and my/our offer to supply/provide the goods and/or services strictly is in accordance with the requirements.

3. D.D.No. _____ Dt. _____ for Rs _____ (in words) Rupees _____ only) drawn on (Bank) _____ is enclosed towards Earnest Money Deposit.

The following pages have been added to and form part of this tender.

Yours faithfully,

Signature of the Witness _____ Signature: _____

Name: _____ Name: _____

Address: _____ Address: _____

PRICE SCHEDULE

Sched ule No.	Description of the goods offered including model / make / brand.	Make/Brand and Model offered	Qty./ Unit	Rate per Unit (Rs.)	Amount (Rs.) (4) x (5)	Sales and other taxes, if any.
(1)	(2)	(3)	(4)	(5)	(6)	(7)

(Shall be submitted by bidder on his letter head)

Gross total cost: Rs. _____ (in figures) Rupees _____ (in words)

We agree to supply the above Goods / Equipment in accordance with the technical specifications for a total contract price of Rs. (in figures) (Rupees
..... (in words) within the period specified in the
Invitation for Quotations.

We also confirm that the warranty as specified in the Schedule of Requirements /
Technical Specifications shall apply to the offered goods / equipment.

Signature: _____

Name : _____

Date : _____

Seal : _____

SERVICE SUPPORT DETAILS

(Shall be submitted on the letterhead)

NEAREST SERVICE CENTER								List of Models & Types of Equipment serviced in the past 5 years
Postal address	Phone No.	Telex / Fax No.	Office working days & hours	No. of Software Engineers	No. of Hardware / Service	No. of Hardware / Service Staff	Value of Min. Stock available at all times	

Signature and Seal of the Bidder: _____

Business Address: _____

STATEMENT ON COMPLIANCE OF TECHNICAL SPECIFICATIONS

(Should be submitted duly printed on the letterhead of the bidder separately for each item and option)

Specifications prescribed in the tender schedule	Compliance (Yes / No)	Specifications offered by the Tenderer

Note: This proforma should be filled in for each schedule / item of schedule and submitted along with the bid without fail.

Signature and Seal of the Bidder: _____

Business Address: _____

PERFORMANCE STATEMENT

(Shall be submitted on the Tenderer's Letterhead)

Order placed (full address of Purchaser)	Order No. and Date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser / Consignee)
				As per Contract	Actual		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Signature and Seal of the Bidder: _____

Business Address: _____

PERFORMANCE SECURITY FORM

The Director
CRIDA
Santoshnagar
HYDERABAD - 500 059 (A.P.) INDIA

WHEREAS.....(Name of the suppliers) herein after called "the supplier" has undertaken, in pursuance of Contract No..... dated.....) to supply (Description of Goods and services) herein after called "the contract"

WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with supplier's performance obligation in accordance with contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the supplier, up to a total of(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limit.....(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until..... day of

Signature and seal of Guarantors

(Date) -----
Address -----

MANUFACTURE'S AUTHORISATION FORM

From

To

Sir,

Ref: Your Tender Notice Advt. No. _____ dated-----.

We, -----who are
established and reputable manufacturer's of-----
----(Name and description of the goods offered in the bid) having factories at-----
----- hereby authorize Messrs----- (Name and
address of the agent)to submit a bid, negotiate and conclude the supply of
equipment ,as per our Tender Documents for the above goods manufactured by us.

Yours faithfully,

(Signature, name and designation)

For and on behalf of Messrs-----

(Name & Address of the manufactures)

Note: This letter of authorization should be on the letterhead of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

BANK GUARANTEE FORM FOR BID SECURITY
(Stamp Paper worth Rs100/-)

Whereas.....[*name of bidder*]

[Hereinafter called "the bidder"] has submitted his bid dated.....[*date*] for the supply of(*brief description of the relevant goods and services*) (hereinafter called "the bid").

KNOW ALL PEOPLE by these presents that WE(*name of the bank*) having registered office at.....(*full address*) (hereinafter called "the bank") are bound unto.....(*name of the purchaser*) (hereinafter called "the purchaser") in the sum of Rs.....(*Rupees.....(amount in figures and in words)*) for which payment well and truly to be, made to the said purchaser, the bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said bank this..... Day of....., 20.....

THE CONDITIONS of this obligation are:

1. If the bidder

- I. Withdraws its bid during the period of bid validity specified by the bidder on the bid form; or
- II. Does not accept the correction of errors in accordance with the Instruction to Bidders.

OR

2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity.

- I. Fails or refuses to execute the contract form, if required; or
- II. Fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the above mentioned two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 (forty five) days after the period of bid validity and any demand in respect thereof should reach the bank not later than the above date.....

Date.....

Bank

Plate.....

Signature of the

SEAL of the Bank

CONTRACT FORM

THIS AGREEMENT made the ____ day of _____ between The Director, Central Research Institute for Dryland Agriculture, santoshnagar, Hyderabad-500059, of India (hereinafter called "the Purchaser") of one part and _____ (name of the Supplier) of _____ (city and country of Supplier) (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain equipment/goods and ancillary services viz., _____ (brief description of equipment and services) and has accepted a bid by the Supplier for the supply of equipment/goods and services in the sum of _____ (*contract price in words and figures*) (hereinafter called "the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.:
 - (a) the Bid Form and price schedule submitted by the Bidder;
 - (b) the Schedule of Requirements / Technical Specifications;
 - (c) the General Conditions & special conditions of the Contract indicated in the Invitation for tender; and
 - (d) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the equipment/goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the equipment/goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of _____ which shall be supported / provided by the Supplier are as under:

Sl. No.	Brief Description of equipment	Quantity to be supplied	Unit Price	Total Price	Delivery Terms
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TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered by the said
_____ (for the Purchaser)
in the presence of: _____

Signed, sealed and delivered by the said
_____ (for the Supplier)
in the presence of _____

SECTION - V

SCHEDULE OF REQUIREMENTS AND TECHNICAL QUALIFICATIONS



CENTRAL RESEARCH INSTITUTE FOR DRYLAND AGRICULTURE
(*Indian Council of Agricultural Research*)

Santoshnagar, Hyderabad - 500 059 (AP), India

☎ (40) 24530161 / 24532077, 24532243 ❖ Fax 91-040-24531802

Website # <http://www.crida.ernet.in>

SECTION VI
SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

Last Date and Time for Receipt of Tenders: Up to _____ hrs IST on _____
Time and Date of Opening of Tenders: At _____ hrs IST on _____

EMD: As indicated in the section I and EMD in the form of DD drawn from any nationalized bank in favour of "ICAR Unit - CRIDA A/c".

Delivery Schedule: Within one week from the date of P.O.

Place of Delivery: CRIDA, Santoshnagar, Hyderabad - 500 059

Schedule of Work: Inviting TENDERS for Supply & installation of _____

Conditions for the vendors to fulfill the requirement(s) as per relevant quoted items (1-7) for participation in the tender opening as the date & time specified in the tender notice

- Quotations may submit in two-bid systems (a) Technical bid: Consists of all technical details along with terms and conditions. (b) Financial bid: Indicating item-wise price for the items mentioned in the technical bid. The technical bid and financial bid should be sealed by the bidder separately superscribed and both sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed. The technical bids are to be opened by the committee in the first instance and evaluate. At the second stage financial bids are opened only the technically acceptable offers for further evaluation and ranking before awarding the contract.
1. All items should be compatible with Indian electricity Standards.
 2. Goods should be delivered at CRIDA, installed and demonstrated by the supplier.
 3. Brand name, model, features, specifications, brochures, catalogues etc., must be invariably enclosed along with quotation.
 4. Warrantee should be given for three-year period. Terms and conditions must be specified. AMC cost should be quoted for additional 2 years after warrantee on annual basis per item, if the warrantee given by manufacturer itself is for one year.
 5. Items may be increased, decreased or cancelled.

6. All supplied accessories must be specified for every item along with brand name, model, features, specifications, brochures, catalogues etc.
7. All the necessary optional accessories (cables, cords, connectors, adaptors, battery packs, battery chargers, power adaptors etc.) must also be recommended, specified and quoted separately along with the main items.
8. Items must be demonstrated at CRIDA Campus on demand.
9. CRIDA has entitlement for custom duty exemption for educational institutions. Vendor has to take care of shipment and delivery of goods at CRIDA.
10. Each item must be compatible with remaining items of the list and also with existing equipment in the Video lab. Vendors are advised to visit Video Lab., before quoting.
11. If any bridge items/ technologies/ accessories/ software's are needed to make them compatible with the existing video equipment, the Vendor has to specify the items and also indicate the nature, quantity and cost.
12. The Vendor should have service back up at Hyderabad.
13. Indicating item-wise price for the items mentioned in the tender document. The document (Technical & Financial) should be sealed by the bidder and superscribed. The bids are to be opened by the committee in the presence of bidders and evaluate by the IPC for further evaluation before awarding the contract.
14. All active components to be provided with comprehensive warranty as per tender terms attached to the equipment from the date of installation and acceptance by the academy and the warranty given by manufacturer to be extended to the academy.
15. All components and other accessories attached to the equipment offered should be from a single reputed vendor, who has been present in India.
16. Any further clarification required may please contact Officer-in-Charge, Computers, CRIDA, Santoahnagar, Hyderabad - 500 059 during office working hours from 0930 hrs to 1630 hrs.
17. Vendors have to quote AMC cost for 3 years after warranty period.
18. Tenders to be evaluated for each item separately and awarded accordingly.

ANNEXURE - 'A'



GOVERNMENT OF INDIA
CENTRAL RESEARCH INSTITUTE FOR DRYLAND AGRICULTURE
(Indian Council of Agricultural Research)
SANTOSHNAGAR, HYDERABAD - 500 029.
Phones: (040) 24530161, 24532077, 2452265 Fax: 91-040 -24531802
<http://www.crida.ernet.in>

TENDER CONDITIONS

Section -II - INSTRUCTIONS TO TENDERERS

Section -III - GENERAL CONDITIONS OF CONTRACT

Section -IV - SPECIAL CONDITIONS OF CONTRACT

SECTION - II

INSTRUCTIONS TO TENDERERS



CENTRAL RESEARCH INSTITUTE FOR DRYLAND AGRICULTURE

(Indian Council of Agricultural Research)

Santoshnagar, Hyderabad - 500 059 (AP), India

☎ (40) 24530161 / 24532243 ❖ Fax 91-040-24531802

Website # <http://www.crida.ernet.in>

SECTION II
INSTRUCTIONS TO TENDERERS

Invitation to Tender and Instructions to Tenderers

TENDER ENQUIRY FOR SUPPLY AND INSTALLATION OF _____ IN TWO BID SYSTEM
(TECHNICAL & FINANCIAL)

(As per the details given in the Schedule of Tender)

Tender Notice No. CRIDA--I, DT. 28-11-2010

TENDER FORM NO:

REF NO:

DATE:

DATE:

COST OF THE TENDER DOCUMENT: Rs.300/-

Note: The Envelop containing the tender as well as all subsequent communications should be addressed/delivered to: Director, Central Research Institute for Dryland Agriculture , Santoshnagar, Hyderabad - 500 059. A.P. All communications must be addressed to the above Officer by designation but not by name.

Technical & financial bid should be sealed separately by the bidder in separate covers duly superscribed and both sealed covers are to be put in a bigger cover which should also be properly sealed and duly superscribed and submit to the above office as the date and time specified above

To

On Behalf of the Director, CRIDA, tenders are invited for supply of equipment / goods / services indicated in the Schedule of Requirements. The General Conditions of Contract and Special Conditions of Contract applicable to the orders placed by CRIDA, Indian Council of Agricultural Research and Research Institutes under it and special conditions of contract are detailed in the tender form (and those attached herewith). Interested tenderer may submit their Tender in the prescribed Tender Form by paying Rs. 300/- towards cost of tender through Demand Draft /Banker's Cheque in favour of ICAR Unit A/c, CRIDA Hyderabad. in original, on or before the prescribed date and time indicated in the Tender Schedule. The Tenderer may submit the complete set of the tender document, in original, to the office after signing on all pages.

Only in the exceptional cases and for adequate reasons, telegraphic or letter quotations will be considered if they are received from firms who are in the approved list of registered suppliers maintained by the Indian Council of Agricultural Research provided these telegraphic or letter quotations are complete in all respects with regard to price (item-wise prices where necessary), specifications, delivery and other particulars essential to enable a purchase decision to be taken and provided also the quotations are confirmed within three days from the due date of receipt of tender in the prescribed form. (Further information about tenders please see tender document)

1. EARNEST MONEY DEPOSIT:

(The EMD should be enclosed with the technical bid for the quoted items in the tender document for participation in the tender opening)

EMD as indicated in the Tender document may be paid by way of DD drawn on any *nationalized bank* in favour of ICAR UNIT, CRIDA Hyderabad. The DD towards EMD may please be enclosed to the tender form and the tender submitted to the Director, CRIDA, Santoshnagar, Hyderabad - 500 059. Any other mode of payment will not be accepted.

2. THE TENDER SHALL NOT BE CONSIDERED IF THE D.D OF EMD IS NOT SENT WITH 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 terms and conditions thereof. The Tenderer fail to observe and comply with the foregoing stipulation; the aforesaid amount will be forfeited to the CRIDA.

3. PREPARATION OF TENDER (in two bid system i.e., technical & financial)

- a) The complete set of tender form should be returned intact in original. Pages should not be detached but when the rates are not being tendered for the corresponding space should be defaced by words as "Not Quoting".
- b) If any modification of the schedule is considered necessary you should communicate the same by means of a separate letter sent with the tender.
- c) In the event of space on the schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively; bear the tender number and be fully signed by you. In such cases reference to the additional pages must be made in the tender form.

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 dates and also the general conditions of the contract as 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 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.

NOTE:

1. In case of (ii) a copy of the partnership agreement of general power of attorney, in either case attested by a Notary Public, should be furnished or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.
2. In the case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, every partner of the firm must sign the tender and all other related documents.
3. A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind, such other and if, on enquiry it appears that the person so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages.
4. Each page of the tender, schedule to tender and annexure, if any, should be signed by the tender and returned to the institute in original after filling.

5. DELIVERY OF TENDER

The original copy of the tender is to be enclosed in a double cover. The inner cover should be sealed and the outer cover should bear only address of this

office without any indication that there is a tender within. Right is reserved to ignore any tender who fails to comply with the above instructions. All tenders should be sent by Registered post or delivered in person to the Institute. *A separate tender box has been kept for this purpose in the Institute.* Only one tender should be included in a cover, all tenders so enclosed in one cover shall be liable to be ignored.

6. LATEST HOUR FOR RECEIPT OF TENDERS

Unless otherwise specified in the schedule to tender your tender must reach this office not later than the date and time as specified in the schedule of requirements. Tenders sent by hand delivery should be put in the tender box at this office not later than the date and time as specified in the schedule of requirements.

7. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN

- i) Firms tendering should note that their offers should remain open for acceptance for 90 days from the date of opening of tender. If the firms are unable to keep their offers open for the specified period, they should specifically state in the tender form the period up to which they want their tenders to remain open for acceptance. In the absence of such specifications in the tender, it will be assumed that their offers will remain open for acceptance for the period of 90 days from the date of opening.
- ii) Tenders qualified by such vague and indefinite expressions such as "subject to immediate acceptance" will not be considered.

8. OPENING OF TENDER

The Tenderer is at liberty to be present or authorize a representative to be present at the opening of the tender at the specified time and date. The name and address of the representative who would be attending the opening of the tender on behalf of the Tenderer should be indicated in the tender. The name and address of permanent representative, if any, may be indicated in the tender.

9. PACKING

Unless a method of packing is indicated in the specification or on the schedule to the tender form, the method of packing, which the bidder proposes to the employee, must be described in the schedule to tender form. Bidders at liberty to quote for additional alternative sizes and description of packs and these must be described in schedule to tender.

10. PRICES

- (i) The price quoted must be net per unit shown in the schedule and must include all packing and delivery and also installation at Central Research Institute for Dryland Agriculture, and all other incidental charges.

(ii) If it is decided to ask for excise duty / sales tax or any other charges as extra, the same must be specifically stated. In the absence any such stipulation it will be presumed that the prices include all such charges and no claim for the same will be entertained. It may be mentioned here that the institute is not in a position to supply any 'C' or 'D' forms. Please avoid writing expression such as taxes etc., extra. Please indicate exact amount / percentage of taxes, duties etc., payable by the Institute.

(iii) The Prices quoted by the Tenderers should be exclusive of sales tax (and should be clearly stated to be so), which will be paid by the purchaser, if legally livable at the rate of ruling on the date of completion as specified in the acceptance of tender.

11. TERMS OF DELIVERY:

The terms of delivery are as specified in the Schedule to tender.

12. RIGHT OF ACCEPTANCE

This office does not pledge itself to accept the lowest or any tender and reserves to itself, the right of accepting the whole or any part of the tender.

13. COMMUNICATION OF ACCEPTANCE

Acceptance by the Institute will be communicated by telegram, express letter of acceptance or formal acceptance of tender. In cases where acceptance is communicated by telegram or express letter the formal acceptance of tender will be forwarded to you as soon as possible but the instructions contained in the telegram or express letter should be acted upon immediately. On approval of rates, an agreement is to be executed by the Tenderer with the Institute on Non-Judicial stamp paper value of Rs.100/- the cost of which shall be met by the Tenderer.

14. RESERVATION OF RIGHTS TO ORDER ADDITIONAL QUANTITY

The purchaser reserves the right to place order on the successful Tenderer for additional work at the rates quoted by them.

15. PRE-INSPECTION OF GOODS AND/OR SERVICES

In case an order is placed on you as a result of this tender, you should satisfy yourself that the work is in accordance with the terms of order and fully confirm to the required specifications by carrying out thorough pre-

inspection. Such precaution on your part should minimize the chance of rejection in inspection and consequences thereof.

16. OTHER CONDITIONS

- a) The appropriate specifications (I.S.I., IRS, etc., as the case may be) should be annexed to or quoted in the tender and that the articles supplied will be subject to inspection and / or tests prescribed in the specifications before acceptance.
- b) Late tenders (i.e., tenders received after the specified time of opening), unsigned & delayed tenders (i.e., tenders received before the time of opening but after the due date and time of receipt of tenders) and post tenders offers will not be considered at all.
- c) Tenders from the firms having ISO 9001 series certification will be preferred
- d) List of users may also be provided along with the Tender

SECTION - III

GENERAL CONDITIONS OF CONTRACT



CENTRAL RESEARCH INSTITUTE FOR DRYLAND AGRICULTURE

(Indian Council of Agricultural Research)

Santoshnagar, Hyderabad - 500 059 (AP), India

☎ (40) 24530161 / 24532243 ❖ Fax 91-040-24531802

Website # <http://www.crida.ernet.in>

SECTION III
GENERAL CONDITIONS OF CONTRACT (GCC)

1. (a) PARTIES

The parties to the contract are the bidder and the Purchaser, named in the Schedule.

(b) Authority of Person signing the Contract on behalf of the Bidder.

A person signing the tender or any other document in respect of the contract on behalf of the bidder without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the bidder. If it is discovered at any time that the person so signing had no authority to do so, the Secretary, may without prejudice to any other right or remedy of the purchaser, cancel the contract and make or authorize the making of a purchase of the goods and/or services at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of contract including any loss which the purchaser may sustain on account of such purchase. The provisions of Clause 14 shall apply to every such purchase as far as applicable.

(c) ADDRESS OF THE BIDDER AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE PURCHASER

- i) For all purchases of the contract, including arbitration there under, the address of the bidder mentioned in the tender shall be the address to which all communications addressed to the bidder shall be sent, unless the bidder has notified change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Secretary, or the Heads of concerned Institutes. The bidder shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.
- ii) Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the bidder by a purchase officer and all such communications and notices may be served on the bidder either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such officer.

2. AUTHORITY OF THE SECRETARY

1. Risk in the goods and/or services:

The bidder shall perform the contract in all respect in accordance with the terms and conditions thereof. The goods and/or services and every constituent part thereof, whether in the possession or control of the bidder his agents or servants or a carrier, or in the joint possession of the bidder, his agents or servants and the purchaser, his agents or servants, shall remain in every respect at the risk of the bidder until their actual delivery to the consignee/person specified in the Schedule at stipulated place or destination. The bidder shall be responsible for all loss, destruction, damage or deterioration of or to the goods and/or services from any cause whatsoever while the goods and/or services after approval by the Inspector are awaiting dispatch or delivery or are in the course of transit from the bidder to the consignee/person named in the Schedule. The bidder shall alone be entitled and responsible to make claims against a railway administration or other carrier in respect of non-delivery, short delivery, misdelivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the bidder for transmission to the consignee.

2. Consignee's right of rejection:

Notwithstanding any approval which the Inspector may have given in respect of the goods and/or services or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the bidder or the Inspector or under the direction of the Inspector) it shall be lawful for consignee, to reject the goods and/or services or any part portion or consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such goods and/or services or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

The provision contained in clause 17 relating to the removal of goods and/or services rejected by the Purchaser's representative shall, mutatis-mutandis, apply to goods and/or services rejected by the consignee as herein provided.

3. a. Subletting and assignment:

The bidder shall not, save with the previous consent in writing of the Secretary, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless that any such consent shall not relieve the bidder from any obligation, duty or responsibility under the contract.

b. Changes in a firm:

- i) Where the bidder is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Secretary, which may be granted only upon acceptance of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.
- ii) On the date or retirement of any partner of the bidder firm before complete performance of the contract the Secretary may, at his option cancel the contract and in such cases the bidder shall have no claim whatsoever to compensation against the purchaser.
- iii) If the contract is not determined as provided in sub-clause (ii) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the partnership Act has been sent by him to the Secretary by registered post acknowledgement due.

c. Consequence of breach: Should the bidder or a partner in the bidder's firm commit breach of either of conditions (a) or (b) (i) of this sub-clause, it shall be lawful for the Secretary to cancel the contract and purchase or authorize the purchase of the goods and/or services at the risk and cost of the bidder and in that event the provisions of clause 14 shall be applicable, apply.

- d. The decision of the Secretary, as to any matter or thing concerning or arising out of this sub-clause or on any question whether the bidder or any partner or the bidder firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the bidder.

3. ASSISTANCE TO THE BIDDER

- a. The bidder shall be solely responsible to procure any material or obtain any import or other license or permit required for the fulfillment of the contract and the grant by the Secretary or any other authority of a quota certificate or permit required under any law for distribution or acquisition of iron and steel or any other commodity or any other form of assistance in the procurement of the material aforesaid or any attempt to render assistance in the matter aforesaid shall not be construed as a representation on the part of the purchaser that the material covered by such license or permit or quota certificate is available or constitute any promise, under-taking or assurance on the part of the purchaser regarding the procurement of the same or effect any verification in the rights and liabilities of the parties under the contract. But, if by reason of any such assistance as aforesaid, the bidder obtains any materials at less than the market price or the cost of production of the goods and/or services is lowered, the price of the goods and/or services payable under the contract shall be reduced proportionately, and the extent of such reduction shall be determined by the Secretary whose decision shall be final and binding on the bidder.
- b. Every agreement made by the Secretary to supply or give assistance in the procurement of materials, whether from the Government stocks or by purchase under a permit or release order issued by or on behalf of or under authority from government or by any officer empowered in that behalf by law or under arrangement made by the Secretary shall be deemed to be subject to the condition that it will be performed with due regard to the other demands and only if it is found practicable to do so within the stipulated time and the decision of the Secretary whether it was practicable to supply or give assistance as aforesaid or not shall be final and binding on the bidder.

4. USE OF RAW MATERIALS SECURED WITH COUNCIL ASSISTANCE

1. Where any raw material for the execution of the contract is procured with the assistance of the Council by purchase or under arrangement made or permit, license quota certificate or release order issued by or on behalf of or under authority from the Council or by any officer empowered in that behalf by law, or is issued from council's stock and where advance payments are made to the bidder to enable him to purchase such raw materials for the execution of the contract, the contracts: -

- i) Shall hold such materials as trustee for the Council;
- ii) Shall use such materials economically and solely for the purpose of the contract;
- iii) Shall not dispose of the same without the previous permission in writing of the Secretary and;
- iii) Shall render due account of such material and return to the council at such place as the Secretary may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever.

On returning such material the bidder shall be entitled to such price there for as the Secretary may fix having regard to the condition of such material.

- 2. Where the contract is terminated due to any default on the part of the bidder, the bidder shall pay all transport charges incurred for returning any material upto such destination as may be determined by the Secretary and the decision of the Secretary in that behalf shall be final and binding on the bidder.
- 3. If the bidder commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to the council for all money, advantage or profits accruing from or which in the usual course would have accrued to him by reason of such breach.
- 4. Where the goods and/or services manufactured or fabricated by the bidder out of the materials arranged or procured by or on behalf of the Council are rejected the bidder shall without, prejudice to any other right or remedy of the Council, pay to the Council on demand the cost of price or market value of all such material whichever is greater.

5. QUOTATIONS OF RATES BY BIDDER

- i) The price quoted by the bidder shall not be higher than the controlled price fixed by law for the goods and/or services or where there is no controlled price, save for special reasons stated in the tender be higher than the price usually charged by the bidder for goods and/or services of the same nature, class or description to the private purchaser.

- ii) If the price quoted is higher than the controlled price or where there is no controlled price, the price usually charged by the bidder from a private purchaser for the goods and/or services of the same nature, class or description, the bidder will specifically mention this fact in his tender giving reasons for quoting higher price(s). If he fails to do so or makes any mis-statement it shall be lawful for the Secretary - (i) to revise the price at any stage so as to bring it in conformity with sub-clause (i) above, or (ii) to terminate the contract and purchase the goods and/or services at the risk and cost of the bidder and in that event the provisions of clause 14 shall apply as far as applicable as if the bidder has failed to deliver the goods and/or services within the period fixed.

6. SECURITY DEPOSIT

The bidder shall within a specified period as indicated in the SCC or such time extended as may be specified by the Secretary at his sole discretion, furnish a security deposit at the rate or amount specified in the SCC or as the Secretary may specify and the security shall be in any of the following forms:

- I. Cash, Money Order, Bank Deposit Receipts of the State Bank of India, Demand Drafts on the State Bank of India or Government Treasury Receipts paid to or in favour of Secretary, Indian Council of Agricultural Research / Director / Head of the Research Institute under administrative control of Indian Council of Agricultural Research or purchaser as the case may be.
- II. Treasury Savings Deposits, Post Office Cash certificates or Defence Savings Certificates 10 Year Defence Deposit Certificates, at their surrender value at the time of tender endorsed in favour of Secretary, Indian Council of Agricultural Research / Director / Head of the Research Institute under administrative control of I.C.A.R. or purchaser as the case may be.
- III. National Plan, National Savings or National Plan Savings Certificates, 12 years National Defence Certificates at their surrender value at the time of tender, Post Office Savings Bank (Security Deposit Account) pledged in favour of the Secretary, Indian Council of Agricultural Research / Director / Head of the Research Institute under administrative control of I.C.A.R. or purchaser as the case may be.

No other form of Security shall be accepted.

2. If the bidder fails to furnish security within the specified period, it shall be lawful for the Secretary,
 - i) To recover from the bidder the amount of such security deposit by deducting the amount from the pending bills of the bidder under the contract or any other contract with the purchaser or the Govt. or any person contracting through the Secretary or otherwise howsoever,
 - ii) To cancel the contract or any part thereof and to purchase or authorize the purchase of the goods and/or services at the risk and cost of the bidder and in that event the provisions of clause 14 shall apply as far as possible.
3. No claim shall be against the purchaser either in respect of interest or any depreciation in the value of security. In case of Bank Deposit receipts the purchaser shall not be responsible for any loss that may result on account of failure of such Bank.
4. If the bidder fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Secretary to forfeit either in whole or in part, in his absolute discretion, the security deposit furnished by the contractor. Save as aforesaid, if the bidder duly performs and completes the contract in all respects and presents an absolute "NO DEMAND CERTIFICATE" in the prescribed form and returns in good condition, the specifications, drawings and samples or other property belonging to the purchaser, the Secretary shall refund the security deposit to the bidder after deducting all costs and other expenses that the purchaser may have incurred and all dues and other moneys including all losses and damages which the purchaser is entitled to recover from the bidder.

7. SPECIFICATIONS ETC.

1. The goods and/or services shall be of the best quality and workmanship. The bidder shall supply the goods and/or services in accordance with the particulars unless any deviation has been expressly specified in the acceptance of the tender. The goods and/or services shall further be in all respects acceptable to the Inspector.
2. In particular and without prejudice to all foregoing conditions when tenders are called for in accordance with the particulars the bidder's tender to supply the goods and/or services in accordance with such

particulars shall be deemed to be an admission on his part that he has acquainted himself with the details thereof and no claim shall lie against the purchaser on the ground that the bidder did not examine or acquaint himself with such particulars.

3. Where the contract has been placed in accordance with a specification or drawing, a sealed pattern or certified sample of the goods and/or services will govern only workmanship and finish. In all other cases, the sealed pattern or certified sample if specified in the contract will govern supply in all respects.
4. Where no specification, drawing, sealed pattern or certified sample exists or is specified in the contract, the goods and/or services shall be of such quality, material and workmanship as is specified in the contract and in any such case the goods and/or services supplied shall in all respects correspond to the approved sample submitted by the bidder and specified in the contract.
5. If any dimension figured upon a drawing differs from that obtained by scaling the drawing, the bidder brings the discrepancy to the notice of the Purchase Officer. The Council's decision in the matter shall be final and binding.
6. It shall be lawful for the Secretary to alter by mutual consent at any time and from time to time the specifications, patterns and drawings and as from the dates specified by him, goods and/or services to be supplied shall be in accordance with such altered specifications, patterns and drawing; provided that if such alteration, involve increase or decrease in the cost of or in the period required for production, a revision of the contract price and/or of period prescribed for delivery shall be made by mutual agreement in respect of the goods and/or services to which the alteration applied. In all other respects, the contract shall remain unaltered.

8. RETURN OF PARTICULARS

The bidder shall return in good condition all the particulars of certified samples (with the labels intact). In the event of his failure to do so, he shall be liable to pay to the purchaser as agreed liquidated damages a sum not exceeding three times the price of such particulars of the certified sample of Rs.20/- whichever is greater as may be determined by the Secretary. The decision of the Secretary in that behalf shall be final and binding on the Bidder.

9. RISK OF LOSS OR DAMAGE TO COUNCIL OR PURCHASER'S PROPERTY

- 1) All the property of the Council or Purchaser loaned whether with or without deposit, to the bidder in connection with the contract shall remain the property of the Council or the purchaser, as the case may be. The Bidder shall use such property for the purposes of the execution of the contract and for no other purpose whatsoever.
- 2) All such property shall be deemed to be in good condition when received by the Bidder unless he shall have within seven days of the receipt thereof notified the purchase officer to the contrary. If the bidder fails to notify any defect in the condition or quality of such property he shall be deemed to have lost the right to do so at any subsequent stage.
- 3) The bidder shall return all such property and shall be responsible for the full value thereof to be assessed by the Secretary whose decision shall be final and binding on the bidder. The bidder shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the bidder, his servants, workmen or agents.
- 4) Where such property is insured by the bidder against loss or fire at the request of the Council or Purchaser such insurance shall be deemed to be effected by way of additional precaution and shall not prejudice the liability of the Bidder aforesaid.

10. PACKING

- 1) The bidder shall pack at his own cost the goods and/or services sufficiently and properly for transit by rail/road, air and or sea as provided in the schedule so as to ensure their being free from loss or damage on arrival at their destination.
- 2) Unless otherwise, provided in the schedule all containers including boxes, packing cases, tins, drums and wrappings in which the goods and /or services are supplied by the bidder, shall be considered as non-returnable and their cost as having been included in the contract price.
- 3) If the schedule provides that the containers shall be returnable they must be marked "Returnable" and they will be returned to the bidder as per terms of the contract.
- 4) If the schedule provides that returnable containers shall be separately charged, they shall be invoiced by the bidder at the price in acceptance of

tender. In such cases the bidder shall give full credit for the invoiced amount if the containers are returned to the bidder. Return of containers shall be made within a reasonable time, and in the event of any dispute or difference arising as to whether the containers were so returned, the decision of the Secretary there on shall be final and binding and the Secretary may in his discretion award such compensation as may in his opinion be proper for any undue delay in returning the containers.

5) Each bale or package delivered under the contract shall be marked by the bidder at his own expenses. Such markings shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate to the description and quantity of the goods and/or services, the name and address of the consignee, the gross weight of the package, and the name of the bidder with a distinctive number of marks sufficient for the purpose of the identification. All markings shall be carried out with such materials as may be found satisfactory by the Council as regards quickness of drying, fastness and indelibility.

6) The Council may reject the goods and/or services if the goods and/or services are not packed and / or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials the terms of the contracts. Such rejection of the goods and/or services by the Council shall be final and binding on the bidder.

7) If the bidder fails to carry out or comply with any instructions issued to him by the Council before onward dispatch of the goods and/or services within a reasonable time, the Council may itself carry out and comply with them at the cost/and expense of the bidder.

8) Each bale or package shall contain a packing note specifying the name and address of the bidder, the number and date of acceptance of tender or supply order and the designation of the Purchase Officer issuing the supply order, the description of the goods and/or services and quantity contained in such bale or package.

11. CHARGES FOR WORK NECESSARY COMPLETION OF CONTRACT

The bidder shall pay all charges for handling, stamping, printing painting marking and for protecting and preserving patent rights and for all such measures which the Council may require the bidder to take for the proper completion of the contract though no special provision in respect there of may have been made in the particulars.

12. DELIVERY

1. The bidder shall deliver the goods and/or services in accordance with the conditions of the contract at the time/times and at the place/places and in the manner specified in the contract. The bidder shall comply with the instructions that the Secretary may from time to time give regarding the safe transit of the goods and/or services.
2. **Passing of property:** Property in the goods and/or services shall not pass to the purchaser unless and until the goods and/or services have been delivered to the consignee in accordance with the conditions of the contract;
 - a. In cases where stipulation is:
 - i) Local delivery or (ii) free delivery at the specified destination and
 - b. in any other case where the bidder has obtained the railway receipt, consignment note, the bill of lading or warehouses certificate as the case may be, in accordance with the terms of the contract.
3. The purchaser shall not be liable to assist in securing or to arrange for or provide transport to the bidder unless it is so specifically stated in the contract, notwithstanding the transport of the goods and/or services is controlled by or under the orders of the Council.
4. **Time for and date of delivery; the essence of contract:** The time for and the date of delivery of the goods and/or services stipulated in the contract shall be deemed to be the essence of the contract, and delivery must be completed not later than the date(s) as specified.
5. **Facilities to the Purchaser's Representative:** The bidder shall allow as reasonable facilities and free access to his works and records to the Purchaser's Representative as may be nominated by the Secretary for the purpose of ascertaining the progress of the deliveries under the contract.
6. The purchaser shall not be bound to apply for delivery but the bidder shall where the goods and/or services are ready for inspection and test send a notice in writing to the Purchaser's Representative specifying the place where inspection is offered and the Purchaser's

Representative shall on receipt of such notice notify to the bidder the date and time when the goods and/or services should be inspected.

(NOTE: The clause is applicable only in respect of contracts which provide inspection before delivery at the consignee's goods and/or services / workshop etc.,)

7. **Failure and termination:** If the bidder fails to deliver the goods and/or services or any installment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the Secretary may without prejudice to the right of the purchaser to recover damages for breach of the contract;

- i) Recover from the bidder as agreed liquidated damages and not by way of penalty, a sum equivalent to 2% of the price of any goods and/or services which the bidder has failed to deliver within the period fixed for delivery in the contract for each month or part of a month during which the delivery of such goods and/or services may be in arrears where delivery thereof, is accepted after expiry of the aforesaid period, or
- ii) Purchase or authorize the purchase elsewhere without notice to the bidder, on the account and the risk of the bidder of the goods and/or services not so delivered or others of similar descriptions (where goods and/or services exactly complying with particulars are not in the opinion of the Secretary, which shall be final readily procurable) without canceling the contract in respect of the installments not yet due for delivery, or
- iii) Cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the goods and/or services not so delivered or other of a similar description (where goods and/or services exactly complying with particulars are not in the opinion of the Secretary, which shall be final, readily procurable) at the risk and cost of the bidder.

Where action is taken under sub-clause (ii) or sub-clause (iii) above, the bidder shall be liable for any loss which the purchaser may sustain on that account provided the purchase or if there is an agreement to purchase, such agreement is made, in case of failure to deliver the goods and/or services within the period fixed for such

delivery within six months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, within six months from the date of cancellation of the contract. The bidder shall not be entitled to any gain in such purchase and the manner and method of such purchase shall be in the entire discretion of the Secretary. It shall not be necessary for the purchaser to serve a notice of such purchase on the bidder.

8. Where delivery is effected within 21 days of the contract delivery period and not any extended date of delivery, the purchaser will accept the same unless the contract specially provides that this provision will not apply.
9. **Notification of delivery:** Notification of delivery or dispatch in regard to each and every installment shall be made to the Purchase Officer. The Bidder shall further supply to the consignee, a packing account quoting number of the A/T and/or supply or repeat order and date of dispatch of the goods and/or services. All packages, containers, bundles and loose materials, part of each and every installment shall be fully described in the packing account and details of the contents of the packing / packages and quantity of materials shall be given to enable the consignee to check the goods and/or services on arrival at destination. The railway receipt / consignment note or bill of loading, if any, shall be forwarded to the consignee by registered post, immediately on the dispatch of goods and/or services. The bidder shall bear to reimburse to the purchaser demurrage charges, if any paid by reason of delay on the part of the bidder in forwarding the railway receipt, consignment note or bill of lading.

13. PROGRESS REPORTS

1. The bidder shall from time to time render such reports concerning the progress of the contract and / or supply of the goods and/or services in such form as may be required by the Secretary.
2. The submission receipt and acceptance of such reports shall not prejudice the rights of the purchaser under the contract nor shall operate as a stopple against the purchaser merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

14. FREIGHT

1. The goods and/or services shall be dispatched at public tariff rates.
2. In the case of a F.O.R. station of dispatch contract, the goods and/or services shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be failure to do so will render the bidder liable for any avoidable expenditure caused to the purchaser.
3. Where alternative routes exist, the Secretary shall if called upon to do so, indicate the most economical route available, or name the authority whose advice in the matter should be taken and acted upon. If any advice of any such authority is sought, his decision or advice in the matter shall be final and binding on the bidder.

15. INSPECTIONS AND REJECTION

1. **Facilities for test and examination:** The bidder shall at his own expenses, afford to the Purchasers Representative all reasonable facilities and such accommodation as may be necessary for satisfying for himself, that the goods and/or services are being and/or have been manufactured in accordance with the particulars. The Purchaser's Representative shall have full and free access at any time during the execution of the contract to the bidder's works for the purpose aforesaid, and he may require the bidder to make arrangements for inspection of the goods and/or services or any part thereof or any material at his premises or at any other places specified by the Purchaser's Representative and if the bidder has been permitted to employ the service of a sub-bidder, he shall in his contract with the sub-bidder, reserved to the purchaser's representative a similar right.
2. **Cost of test:** The bidder shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Purchaser's Representative any demand of him for any test and examination, other than special or independent test which he shall require to be made on the bidder's premises and the bidder shall bear and pay all costs attendant thereon. If the bidder fails to comply with the conditions aforesaid, the Purchaser's Representative shall, in his sole judgment, be entitled to remove for test and examination all or any of the goods and/or services manufactured by the bidder to

any premises other than his (bidder's) and in all such cases the bidder shall bear all the cost of transport and / or carrying such tests elsewhere. A certificate in writing of the Purchaser's Representative that the bidder has failed to provide the facilities and the means, for test and examination shall be final.

3. **Delivery of goods and/or services for test:** The bidder shall also provide and deliver for test free of charge at such place other than his premises as the Purchaser's Representative may specify such material or goods and/or services as he may require.
4. **Liability for cost of laboratory test:** In the event of rejection of goods and/or services or any part thereof by the Purchaser's Representative in consequence of the sample thereof, which is removed to the laboratory or other place of test, being found on test to be not in conformity with the contract/or in the event of the failure of the bidder for any reason to deliver the goods and/or services passed on to test within the stipulated period the bidder, shall, on demand, pay to the purchaser all costs incurred in the inspection and / or test. Cost of test shall be assessed at the rate charged by the laboratory to private persons for similar work.
5. **Method of testing:** The Purchaser's Representative shall have the right to put all the goods and/or services or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The bidder shall not be entitled to object on any ground whatsoever, to the method of testing adopted by the Purchaser's Representative.
6. **Goods and/or services expanded in test:** If the test proves satisfactory and the goods and/or services or any installment thereof is accepted, the quantity of goods and/or services or materials expanded in test will be deemed to have been taken delivery of by the purchaser and be paid for as such.
7. **Representative Purchaser's:** Final authority and to certify performance: The Purchaser's Representative shall have the power: -
 - i) before any goods and/or services are part thereof or submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture,

- ii) to reject any goods and/or services submitted as not being in accordance with the particulars,
- iii) to reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion thinks fit, he is satisfied that the same is unsatisfactory,
- iv) to mark the rejected goods and/or services with a rejection mark so that they may be easily identified if re-submitted.

8. **Consequence of rejection:** If on the goods and/or services being with rejected by the Purchaser's Representative or consignee at the destination, the bidder fails to make satisfactory supplies within the stipulated period of the delivery the Secretary shall be at liberty to;

- i) allow the bidder to re-submit the goods and/or services in replacement of those rejected, within a specified time, the bidder bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on that account, or.
- ii) Purchase or authorize the purchase of quantity of the goods and/or services rejected or others of a similar description (when goods and/or services exactly complying with particulars are not in the opinion of the Secretary, we shall be final, readily available) without notice to the bidder at his risk and cost and without effecting the Bidder's liability as regards the supply of any further installment due under the contract, or.
- iii) Cancel the contract and purchase or authorize the purchase of the goods and/or services or others of a similar description (when goods and/or services exactly complying with the particulars are not in the opinion of the secretary, which shall be final, readily available) at risk and cost of the bidder. In the event of action being taken under sub clause (ii) above or this sub clause the provisions of clause 14 shall apply as far as applicable.

9. Purchaser's Representative's decision as to rejection final.

The Purchaser's Representative's decision as regards the rejection shall be final and binding on the bidder.

10. Where under a contract the price payable is fixed on F.O.R. station of dispatch basis, the bidder shall, if the goods and/or services are rejected at destination by the consignee be liable in addition to his other liabilities to reimburse to the purchaser the freight paid by the purchaser.
11. **Notification of result of inspection:** - Unless otherwise provided in the specification or schedule, the examination of the goods and/or services will be made as soon as practicable after the same have been submitted for inspection and the result at the examination will be notified to the bidder.
12. **Marking of goods and/or services:** - The bidder shall if so required at his own expense mark or permit the Purchaser's Representative to mark all the approved goods and/or services with a recognized Council's or Purchaser's mark. The goods and/or services, which cannot be so marked, shall, if so required by the Purchaser's Representative, be packed in suitable packages or cases each of which shall be sealed and marked with such mark.
13. **Removal of Rejections:** -
 - a) Any goods and/or services submitted for inspection at a place other than the premises of the contraction and rejected shall be removed by the Bidder subject as herein after provided within fourteen days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation and addressed to him and posted at the address mention in the schedule it will be deemed to have been served on the bidder at the time when such letter would in the course of ordinary post reach the bidder. It shall be competent for the Purchaser's Representative to call upon the bidder to remove what he considers to be dangerous, infected or perishable goods and/or services within 48 hours of the receipt of such intimation.
 - B) Such rejected goods and/or services under all circumstances lie at the risk of the bidder from the moment of such rejection and if such goods and/or services are not removed by the bidder within the periods afore mentioned, the Purchaser's Representative may either return the same to the bidder at his risk and cost by such mode of transport as the Secretary or Purchaser's Representative may select, or dispose of such goods and/or services at the Bidder's risk on his account and retain such portion of the

proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected goods and/or services are not removed.

14. Inspection Notes: on the goods and/or services being found acceptable by the Purchaser's Representative he shall furnish the bidder with necessary copies of Inspection Notes duly completed, shall be attached to the bidder's bill in support thereof.

16. RECOVERY OF SUMS DUE

Whenever any claim for the payment of a sum of money arises out of or under the contract against the bidder, the purchaser shall be entitled to recover such sum by appropriating in whole or in part, the security, if any, deposited by the bidder and the purpose aforesaid, shall be entitled to sell and/or release securities forming the whole or part of any such security deposit. In the event of the security being insufficient, the balance and if no security has been taken from the bidder, the entire sum recoverable shall be recovered by appropriating any sum then due or which at any time thereafter may become due to the bidder under the contract or any other contract with the Purchaser or the Council or any person contracting through the Secretary, if such sum even be not sufficient to cover the full amount recoverable, the bidder shall on demand pay to the purchaser the balance remaining due.

For the purpose of this clause, where the bidder is a partnership firm, the purchaser shall be entitled to recover such amount by appropriating in whole or in part any sum due to any partner of the firm whether in his individual capacity or otherwise.

A. SET-OFF

Any sum of money due and payable to the bidder (including security deposit returnable to him) under the contract may be appropriated by the secretary and set-off against any claim of the Purchaser or Council for the payment of a sum of money arising out of or under any other contract made by the bidder with the Council.

17. PAYMENT UNDER THE CONTRACT

1. Unless otherwise agreed upon between the parties, payments for supply of goods and/or services, and equipment's etc., shall be made on the submission of bill in respect of goods delivered and accepted by the purchaser.
2. Where, however, the supplier insists on advance payments for the supplies, 90 percent of the price of goods and/or services or each consignment thereof, shall be paid on proof of dispatch of the goods. The documents together with the railway receipt etc. shall be presented for payment through the bankers of the Indian Council of Agricultural Research. The bank Commission paid by the Council for collection of documents will be borne by the supplier. In the case of local delivery, advance 90 percent payment may, however, be allowed on proof of inspection and delivery to the Institute.
3. The advance payment shall be restricted to the supplies of i) Scientific Instruments ii) Chemicals and apparatus and iii) equipment's only and shall be made only to a firm of repute and standing where: -
 - a) The secretary, Indian Council of Agricultural Research or Director of the Institute etc., has satisfied himself about the dependability of the firm.
 - b) The firm gives an undertaking in writing to replace the items found defective, unsuitable and short or damaged at destination.
 - c) Prescribed security money, amounting to 10 percent of the value of contract has been deposited by the firm.
 - d) The bidder furnishes a bank guarantee from a scheduled bank for the amount of such advance in the prescribed form.
4. The balance of 10 percent shall only be paid after the goods and/or services have been received in full, duly inspected and found of such quality, material and workmanship as is specified in the contract. Before making the final payment, it should also be seen that:
 - a) Delay in supplies, if any, has been regularized and
 - b) The contract price, where it is subject to verification has been finalized.

5. Payment of insurance charges:- In the case of F.O.R. station of dispatch contracts, insurance and other incidental charges incurred by and payable to the bidder in accordance with the terms of the contract as specified in the schedule or as intimated in subsequent instructions by the purchaser will be reimbursed to him along with the payment of 90 percent of the price on production of documentary evidence providing that such charges have actually been paid and / or such expenses have been actually incurred to the satisfaction of the authority paying the bill.

18. LAWS GOVERNING THE CONTRACT

1. The laws of India shall govern this contract for the time being in force.
2. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of the tender has been issued.
3. Jurisdiction of Courts:- The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
4. Marking of goods and/or services: The marking of the goods and/or services must comply with the requirements of the laws relating to Merchandise Marks for the time being in force in India.

19. INDEMNITY

1. The bidder shall at all times indemnify the purchaser against all claims which may be made in respect of the goods and/or services for infringement or any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of letters patent, registered designs, or trade mark being made against the purchaser, the purchaser shall notify the bidder of the same and bidder shall at his own expense either settle any such dispute or conduct any litigation that may arise there from;
2. The bidder shall not be liable for pay of any royalty license fee or other expenses in respect of or for making use of patents or designs with respect to which he is according to the terms of the contract, to be treated as an agent for the Council for the purpose of making use of patent or trade mark fulfillment of the contract.

20. CORRUPT PRACTICES

The bidder shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of the Secretary any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or for-borne to do any act in relation to the obtaining or execution of the contract or any other contract with the Council or for showing or for bearing to show favour or disfavor to any person in relation to the contract or any other contract with the Council. Any breach of the aforesaid condition by the bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the bidder) or the commission of any offence by the bidder or by any employed by him or acting on his behalf (whether with or without the knowledge of the controller) or the commission of any offence by the bidder or by any one employed by him or acting on his behalf under chapter IX of the Indian Penal Code 1860, or the Prevention of Corruption Act 1947 or any other Act enacted for the prevention of corruption by public servants shall entitle the Secretary to cancel the contract and all or any other contracts with the bidder and to recover from the bidder the amount of any loss arising from such cancellation in accordance with the provisions of clause 14.

21. INSOLVANCY AND BREACH OF CONTRACT

The Secretary may at any time by notice in writing, summarily determine the contract without compensation to the bidder in any of the following events, that is to say;

- i) If the bidder being an individual or if a firm, any partner thereof, shall at any time, be adjusted insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment or if the firm may dissolved under the Partnership Act or
- ii) If the bidder being a company is wound up voluntarily or by the order of a court or a receiver, liquidator or Manager on behalf of the Debenture holders is appointed or circumstances shall have arise which entitle the court or Debenture holders to appoint a receiver, liquidator of Manager, or
- iii) If the bidders commits any breach of the contract not herein specifically provided for; provided always that such determination shall

not prejudice any right or action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the bidder shall be liable to pay to the purchaser for any extra expenditure he is thereby put to and the bidder shall under no circumstances be entitled to any gain or repurchase.

22. **ARBITRATION**

In the event of any question, dispute of difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters the decision of which is specifically provided for by these or special conditions) the same shall be referred to the sole arbitration of an officer appointed to be the arbitrator by the Director General, Indian Council of Agricultural Research, It will be no objection that the arbitrator is a Government Servant / Council Servant that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government Servant / Council's servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract. In the event of the arbitrator dying, neglecting or refusing to act, or resigning or being unable to act for any reason, or his award being set aside by the Court for any reason, it shall be lawful for the Director General, Indian Council of Agricultural Research to appoint another arbitrator in place of the out-going arbitrator in the manner aforesaid. It is further a term of this contract that no person other than the person appointed by the Director General, Indian Council of Agricultural Research, as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to arbitration at all.

The arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award. Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be the discretion of the arbitrator. Subject as aforesaid, the Arbitration, Act, 1940 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

Work under the contract shall, if reasonable possible, continue during the arbitration proceedings and no payment due or payable by the purchaser shall be withheld on account of such proceedings.

The venue of arbitration shall be the place from which the acceptance note is issued or such other place as the arbitrator at his discretion may determine. In this clause the expression "the Director General, Indian Council of Agricultural Research" means the Director General, Indian Council of Agricultural Research for the time being and includes, if there be no Director General, Indian Council of Agricultural Research, the officer who is for the time being the Administrative head of the Indian Council of Agricultural Research, whether in addition to other functions or otherwise.

SPECIAL CONDITIONS OF CONTRACT



CENTRAL RESEARCH INSTITUTE FOR DRYLAND AGRICULTURE

(Indian Council of Agricultural Research)

Santoshnagar, Hyderabad - 500 059. (AP), India

☎ (40) 24530161 / 24532243 ❖ Fax 91-040-24531802

Website # <http://www.crida.ernet.in>

SECTION IV
SPECIAL CONDITIONS OF CONTRACT (SCC)

- ***Due Date:*** The last date for receipt of tenders is indicated in each Schedule of Requirements. Tenders received after due date and time will not be considered. Academy will not be responsible for postal delays.
- ***Submission:*** Tenders in two bid system (Technical & Financial) should submit with proper superscription on the cover as "**Tender for supply Scientific Equipment in the Office of the Director, CRIDA, Santoshnagar, Hyderabad - 500 059** on or before the due date and time as given in the tender document

Note: The Envelope containing the tender, as well as all subsequent Communications should be addressed/delivered to:

Director

Central Research Institute for Dryland Agriculture

Santoshanagar, HYDERABAD - 500 059 (A.P), India

All communications must be addressed to the above Officer by designation but not by name.

- ***Payment:*** No advance payment is permissible. Payment will be made only after satisfactory supply, installation / erection and commissioning of the goods / equipment material in couple of weeks with due certification of the concerned inchrages.
- ***EMD:*** The prescribed EMD amount as indicated in Notice Inviting Tenders / Schedule of Requirements should be deposited in the form of Demand Draft drawn on any *nationalized bank* in favour of **ICAR Unit - CRIDA Account**, and the DD has to be submitted along with the tender. Tenders received without EMD will not be considered. EMD in full will be refunded soon after the tenders are finalized to all except in case of the accepted tender. The EMD of the accepted tender will be refunded only after the receipt of required Security Deposit and signing of the contract. In case the bidder is failed to sign the contract or make the required Security Deposit, the EMD will be forfeited.
- ***Security Deposit:*** The successful bidder has to furnish an amount equivalent to ten (10) per cent of the order value as Security Deposit which will be refunded / returned only after satisfactory completion of the contractual obligations including warranty. The Security Deposit should be in the form of Demand Draft drawn on any nationalized bank and on which no interest will be paid. EMD can be adjusted against the Security Deposit on specific request of the Tenderer.

- ***Delivery Schedule:*** Unless otherwise specified, the material should be supplied & installed on receipt of Purchase Order. No part supply is allowed. Specific mention should be made as to whether delivery will be from ready stock or will have to be imported / acquired and in the latter case the time required for delivery after firm purchase order is placed should be indicated clearly.
- ***Expiry date:*** The supplied goods should be from latest stock by the manufacturers.
- ***Period of Validity:*** The rates quoted shall be valid for a minimum period of 90 days, beyond the date of opening of tenders.
- ***Rates:*** Rates should be quoted per item basis in the prescribed Price Schedule in Indian Rupees only.
- ***Specifications:*** Full specifications of the item quoted for should be indicated in the tender along with illustrated pamphlets, drawings etc. wherever available. The supplier has to submit the compliance statement on the technical specifications in the prescribed format enclosed to this schedule.
- ***Indigenous items:*** Articles of indigenous origin are required except where specified otherwise. Where indigenous make is not available foreign made articles can be quoted for, provided, payment is acceptable in Indian currency.
- ***Shipment:*** Supply is to be made by passenger train or by road transport securely packed at supplier's risk, unless otherwise specified.
- ***Rate Contracts:*** In case of any of the item mentioned in the schedule are covered by Rate Contract of DGS&D etc. the rate contract number and date of validity may be specified invariably. Supply of copy of the Rate Contract is more helpful.
- ***Taxes / Duties:*** If taxes, duties, or any other charges over and above the rates quoted are payable by the purchaser, actual / percentage of such taxes / duties / charges should be clearly indicated.
- ***Regn. for Sales Tax:*** Necessary declaration on the following lines should be furnished: "Certified that the goods on which sales tax is chargeable have not been exempted under the relevant sales tax act or rules made there under and the charges on account of sale tax on these goods are correct under the relevant act or rules made there under. Certified that we are registered dealers in the State of _____ under Regn. No. _____ dated _____ for the purpose of Sales Tax and Regn. No. _____ dated _____ for the purpose of Central Sales Tax.

Excise Duty: On production of proof of actual payment to the Central Excise authorities. Packing and forwarding charges on production of vouchers only will be paid.

- **Warranty.** The Equipment / goods supplied should be under on-site comprehensive warranty as specified in the document including accessories attached to the equipment from the date of installation and acceptance by the academy as specified in the Schedule of Requirements. However, the manufacturer's warranty, which exceeds 1 year OR the period specified in the Schedule of Requirements, should be extended accordingly.
- **Enquiry's on tender.** Any enquiry's regarding the tenders will not be entertained once the tenders are opened.
- **Acceptance of tender.** Director, CRIDA reserves the right to accept or reject any of the tenders either in part or in full without assigning any reason thereof.
- **Quantities.** Director, CRIDA reserves the right to reduce or increase the quantity at the time of placing the Purchase Order.
- **Decision.** The Decision of the Director, CRIDA on any dispute in the matter will be final and legally binding.
- **Rejection of tenders.** Tenders not complying with the above conditions are liable to be rejected.
- **IMPORTANT NOTE:** The bidders should submit technical & financial bid separately. The technical bids consists all technical specs/details along with terms and conditions. Financial bids indicating item-wise price for the items mentioned in the technical bid. The bid must be accompanied bid security in the form of DD for the quoted items in the tender document. Both bids should be sealed by the bidder in separate covers duly superscribed and both sealed covers are to be put in a bigger cover which should also be properly sealed and duly superscribed and submit to the above office as the date and time specified above. The technical bids submitted by the firm will be opened in the presence of bidders in the above office on 28-12-2010 at 15 30 hrs.