

**SPEED POST**

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ICAR-NATIONAL INSTITUTE OF ABIOTIC STRESS MANAGEMENT  
MALEGAON, BARAMATI, PUNE, MAHARASHTRA - 413115.

**STANDARD BIDDING DOCUMENTS FOR ICAR**

**For Hiring of machineries**

**DUE ON: 11.08.2016 AT 13:00 Hrs**

Date of Opening quotation on: 11.08.2016 at 14:30 Hrs

**ADMINISTRATIVE OFFICER**  
NATIONAL INSTITUTE OF ABIOTIC STRESS MANAGEMENT (ICAR)  
MALEGAON, BARAMATI, PUNE,  
MAHARASHTRA-413115.

**\*Please return this original document along with copy of bid after signing all the pages, failing which the same shall be ignored.**

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NATIONAL INSTITUTE OF ABIOTIC STRESS MANAGEMENT  
MALEGAON, BARAMATI, PUNE, MAHARASHTRA - 413115

Quotation No: F. No. 4-184/2016-17

Date: 21.07.2016

To,

Dear Sir,

We have a requirement of the goods & services as indicated below, quotation for which will be opened at 02:30 hrs on 11.08.2016 and you are invited to submit your most competitive rate for the same. All the relevant details are given below.

- i. **DESCRIPTION: Hiring of machineries for this institute.**
- ii. **Guiding specification and other technical details**

Sl. No.	Name of the Machineries	EMD
1	JCB 3D/3DX	Rs. 5000/-
2	Pocklain with Bucket	Rs. 10,000/-
3	Pocklain with Breaker	Rs. 10,000/-
4	Tractor with front dozer (55Hp)	Rs. 5000/-
5	Tractor with single dumping trolley(55Hp)	Rs. 5000/-
6	Tractor for ploughing (MB Plough) (55Hp)	Rs. 5000/-
7	Tractor for Harrowing (55Hp)	Rs. 5000/-
8	Tractor for cultivator (55Hp)	Rs. 5000/-
9	Microblasting	Rs. 5000/-
10	SMS	Rs. 5000/-
11	FYM	Rs. 5000/-

- iii. **Terms of delivery:**  
**Delivery at our site ICAR-NIASM, Malegaon, Baramati**
- iv. **Delivery period for goods: Within 30 days** from the date of getting supply order.
- v. Terms of inspection by the Purchaser's representative.
- vi. Contract period **1 year** from the date of award of this tender.

**vii. Price structure:**

- e) The tenderer shall quote for the complete requirement of goods and services and for the full quantity as shown against a serial number in the List of Requirements in Annexure - 1. Unless otherwise specified in Annexure - 1, the tenderers are, however, free *not* to quote against all the serial numbers mentioned in the list of requirements (in case there are more than one serial number in the list of requirements).
- f) **The rates and prices quoted shall be in Indian Rupees only.**
- g) All duties, taxes and levies payable by the supplier under the contract shall be included in the quoted price. The purchaser will not pay any such duties, taxes and levies separately.
- h) The rates and prices quoted by the supplier shall remain firm and fixed during the currency of the contract and shall not be subject to variation on any account, whatsoever, including statutory variations, if any.

**viii. Receipt of goods and terms of payment:**

- i) **Payment term for supply of goods, including erection/installation and commissioning (as and if applicable) :-**

Immediately on, receiving the goods at site, the purchaser will verify the quantities of the items supplied as specified in the delivery challan of the supplier and also check for any superficial damage etc. in the goods so supplied and issue a provisional receipt accordingly. If the goods supplied do not require erection/installation and commissioning at site, the purchaser, within three working days of issue of the provisional receipt, will issue acceptance certificate (of the goods) to the supplier, provided the goods supplied are acceptable in terms of the contract. However, if the goods supplied also need erection/installation and commissioning, the purchaser will issue acceptance certificate within two working days, after successful erection/installation and commissioning. The supplier will then send invoice along with the purchaser's acceptance certificate and other accompanying documents to the paying authority for payment. The paying will release the full payment to the supplier as due in terms of the contract, within fifteen working days of receipt of supplier's invoice, purchaser's receipt certificate and other accompanying documents, provided the same are in order.

- i) **Payment Terms: In order to facilitate for speedy settlement of Payment, the firm is requested to furnish the following details as below-**

- 1. **Name of the firm**
- 2. **Name of the Bank**
- 3. **IFSC Code of Bank**
- 4. **Name of the Account & Account Number**
- 5. **Branch Code**
- 6. **Amount to be paid:**
- 7. **E-mail address of the party:**

PAYING AUTHORITY:

**THE DIRECTOR, NIASM, Baramati, Pune, Maharashtra-413115**

**ix) Liquidated Damage Clause:**

**If any time during the performance of the contract, the supplier encounters conditions hindering timely delivery of the goods, duration of the same. After receipt of supplier's communication, the purchaser shall decide as to whether to cancel the contract for the unsupplied portion after the existing delivery period, or to extend the delivery period suitably issuing an amendment to the contract. If the supplier fails to deliver the goods and/or perform the services within the contractual delivery period for reasons other than circumstances beyond supplier's control (which will be determined by the purchaser) and the purchaser extends the delivery period, the purchaser will also deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% (half per cent) of the delivered price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance. The maximum limit of such deduction will, however, be 10 %(ten percent) of the contract price of the delayed goods of services.**

Further during such delayed period of supply and/or performance, the supplier shall not be entitled to any increase in price and cost on any ground, whatsoever, of the goods and services, supplied during the period of delay.

The purchaser's letter (to the supplier, with copies endorsed to others concerned) extending the delivery period will be subject to the above conditions.

**x) Dispute Resolution Mechanism**

If any dispute or difference arises between the purchaser and the supplier relating to any matter connected with the contract, the parties shall make every effort to resolve the same amicably by mutual discussions. However, if the parties fail to resolve the dispute or difference by such mutual discussion within 30 days, either the purchaser or the supplier may give notice to the other party of its intention to refer the same to arbitration. The arbitration shall commence thereafter. The arbitration shall be conducted by a sole arbitrator, who will be appointed by the Secretary, ICAR and the procedure to be followed in this respect will be as per the Indian Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be the place from where the contract is issued.

**xi) You are also required to fulfil the following conditions and furnish the details as indicated in subsequent paragraphs.**

- At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to 25%, the quantity of goods and services as specified in the list of requirements, without any change in the unit price or other terms and conditions.
- Please furnish a certified copy of your letter regarding ITCC (INCOME TAX CLEARANCE CERTIFICATE).
- Please indicate if you are currently registered with any Govt organization and if registered, furnish all relevant details.
- Please state whether business dealings with you presently stand banned by any Government organization and, if so, furnishes relevant details.

- ☛ A supplier shall not submit more than one quotation for the same set of goods.
- ☛ The supplier shall at all times indemnify the purchaser, at no cost to the purchaser, against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the goods or any part thereof, with respect to the goods quoted by the supplier in its offer.
- ☛ The quotation(s) as well as the contract shall be written in **English language**. All correspondence and other documents pertaining to the quotation(s) and the contract, which the parties exchange, shall also be written in English.  
The quotation and all correspondence and documents relating to the quotation exchanged between the bidder and the purchaser may also be written in Hindi language provided that the same is accompanied by an English translation, in which case, for the purpose of interpretation of the quotation, the English translation shall govern.
- ☛ The contract shall be governed by the laws of India and interpreted in accordance with such laws.
- ☛ **The quotation/offer shall remain valid for acceptance for a period not less than 90 days after the specified date of opening of the offers.**

j) The quotation shall be sealed in an envelope. The envelope shall be addressed to the Director and it should also bear the tender enquiry no. and the words "**DO NOT OPEN BEFORE 11.08.2016 14:30 Hrs.**" This envelope should then be put inside another envelope, which will also be duly sealed. The outer envelope will bear the full address of the purchaser. The supplier must ensure that its tender (i.e., quotation), duly sealed as above, reaches the purchaser at least one hour before the time and date of opening of tenders. **The supplier may, at its choice, send the tender by registered post or by speed post. Alternatively, the supplier may also hand deliver the tender to the purchaser. In which case the purchaser shall give the supplier a receipt, indicating the time and date of receipt of the tender.**

k) **The tender, which are received late by the purchaser will be ignored. Further, the purchaser does not accept any liability and responsibility for the tenders in case the same are not properly sealed and marked and/or sent as above.**

**l) THE TENDERS WHICH ARE RECEIVED ON TIME (AS PER PARA 3 ABOVE) WILL BE OPENED AT PURCHASER'S OFFICE AT 14:30 HOURS ON 11.08.2016 (DATE)**

m) The purchaser will evaluate and compare the quotations which are substantially responsive i.e., which are properly prepared and signed and meet the required terms, conditions, specification etc. The purchaser will award the contract to the supplier whose quotation will be determined to be responsive and offering the best evaluated price.

n) Notwithstanding the above, the purchaser reserves the right to accept or reject any quotation or annul the tendering process and reject all quotations at any time prior to award of the contract, without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever, to the affected tenderer or tenderers.

o) Please submit your quotation accordingly. You shall sign all the pages of your quotation. Your price quotation may be furnished in the format enclosed as Annexure - 1.

You are also required to return this original tender enquiry (all the pages), as it is, duly signed by you on every page, for our record. You may retain a photocopy of this tender enquiry for your record.

Encl: Annexure -1

-sd-  
ADMINISTRATIVE OFFIER

**Annexure- 1**

**(Annexure -I)**

**FORMAT OF PRICE QUOTATION**

<b>Sr. No.</b>	<b>Item/ Equipment</b>	<b>Rate per hr</b>
<b>1</b>	JCB 3D/3DX	
<b>2</b>	Pocklain with Bucket	
<b>3</b>	Pocklain with Breaker	
<b>4</b>	Tractor with front dozer (55 Hp)	
<b>5</b>	Tractor with single dumping trolley (55 Hp)	
<b>6</b>	Tractor for ploughing (MB Plough) (55 Hp)	
<b>7</b>	Tractor for Harrowing (55 Hp)	
<b>8</b>	Tractor for cultivator (55 Hp)	
<b>Sr. No.</b>	<b>Item/ Equipment</b>	<b>Rate per blast</b>
<b>9</b>	Microblasting	
<b>Sr. No.</b>	<b>Item/ Equipment</b>	<b>Rate per brass</b>
<b>10</b>	SMS	
<b>11</b>	FYM	

We agree to supply the above goods and allied services. We confirm that the same will meet the description, specification and other technical details as required in the tender enquiry.

We confirm that we agree to all other terms and conditions of your tender enquiry including the terms of delivery, period of delivery and warranty provision.

We have furnished all the information, as required in the tender enquiry and attached the relevant documents.

(In case a tenderer desires to put some additional/modified stipulations, terms and conditions etc. the same may be clearly indicated).

We confirm that our offer will remain valid for acceptance for .....days after the date of opening of tenders.

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Signature, name and designation of the authorized executive of the tendering firm)  
For and on behalf of-.....

(Name and address of the tendering firm)

(Seal of the tendering firm)

Dated:

Place: