

**STANDARD BIDDING DOCUMENTS
FOR PURCHASE OF
LOW VALUE ITEM (S)**



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STANDARD BIDDING DOCUMENT FOR LOW VALUE PURCHASE

Tender Enquiry No. _____

Date. _____

To,

Dear Sir,

We have a requirement of the goods & services as indicated below, tender for which will be opened at _____ hrs. On _____ (date) and you are invited to submit your most competitive quotation for the same. All the relevant details are given below:

- i) Description of the goods required and the required quantity :
As enclosed in Annexure – 1
- ii) Guiding specification and other technical details :
As enclosed in Annexure – 2
- iii) Terms of delivery :
Delivery at site, viz. _____

- iv) Delivery period for goods :
Within 21 / 30/ 45 / 60 days from the date of the Purchaser's signing the contract.
- v) Erection/installation and commissioning (if required, depending on the goods ordered) are to be completed within _____ days of delivery of the goods at site.
- vi) Terms of inspection by the purchaser's representative:

- vii) Training of purchaser's operator (s) for operating the goods ordered, as and if necessary:
_____ operator(s) is/are to be trained for a period of _____ weeks at purchaser's premises/suppliers premises for successfully operating the goods purchased. The training if required shall be completed by _____ days from the date of satisfactory installations.

viii) Price structure:

- a) The tenderer shall quote for the complete requirement of goods & services and for the full quantity as shown against a serial number in the list of requirements in Annexure-1. Unless otherwise specified in Annexure-1, the 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).
- b) The rates and prices quoted shall be in Indian Rupees only.
- c) 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.
- d) The rates and prices quoted by the supplier shall remain firm and fixed during the currency of the contract and shall not be subject to variation on any account, whatsoever, including statutory variations, if any.

ix) Receipt of goods and Terms of payment :

- a) Payment terms 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 supplied do not require erection/installation and commissioning at site, the purchaser, within three working days of issue of the provisional receipt, will issue acceptance certificate (of the goods) to the supplier , provided the goods supplied are acceptable in terms of the contract. However, if the goods supplied also need erection/installation and commissioning, the purchaser will issue acceptance certificate within two working days, after successful erection/installation and commissioning. The supplier will then send its invoice along with the purchaser's acceptance certificate and other accompanying documents to the paying authority for payment.

The paying authority will release the full payment to the supplier as due in terms of the contract, within seven working days of receipt of supplier's invoice purchase's receipt certificate and other accompanying documents, provided the same are in order.

- b) Payment for training of purchaser's operator(s), if applicable.

After release of payment to supplier as per sub Para (a) above and after successful completion of training of the operator (s) in terms of the contract, the purchaser will immediately issue a certificate to this effect to supplier. The supplier will thereafter send its invoice for training charges, along with the above certificate to the paying authority. The paying authority will release the payment to the supplier in terms of the contract within seven working days of receipt of supplier's invoice provided the invoice and the accompanying documents are in order.

- X) Paying Authority

- xi) Liquidated Damage clause:

If any time during the performance of the contract, the supplier encounters conditions hindering timely delivery of the goods, the supplier shall promptly inform the purchaser in writing the fact of the delay and the likely duration of the same. After receipt of supplier's communication, the purchaser shall decide as to whether to cancel the contract for the un-supplied portion after the existing delivery period, or to extend the delivery period suitably by issuing an amendment to the contract. If the supplier fails to deliver the goods and/or perform the services within the contractual delivery period for reasons other than circumstances beyond supplier's contract (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 of performance. The maximum limit of such deduction will, however, be 10% (ten percent) of the contract price of the delayed goods or services.

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

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

xii) Warranty Clause: At least 12 months from the date of installation as per the satisfaction of the Indenter.

Xiii) 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.

2. You are also required to fulfill the following conditions and furnish details as indicated in subsequent paragraphs.

a) At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to 25% the quantity of goods & services as specified in the List of Requirements, without any change in unit price or other terms conditions.

b) Please furnish a certified copy of your latest ITCC (Income Tax Clearance Certificate).

c) Please indicate if you are currently registered with any Govt. organization and if registered, furnish all relevant details.

d) Please state whether business dealings with you presently stand banned by any Government organization and, if so, furnish relevant details.

e) A supplier shall not submit more than one quotation for the same set of goods.

f) The supplier shall at all times indemnify the purchaser, at no cost to the purchaser, against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the goods or any part thereof, with respect to the goods quoted by the supplier in its offer.

g) The 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.

h) The contract shall be governed by the laws of India and interpreted in accordance with such laws.

i) The quotation / offer shall remain valid for acceptance for a period not less than 180 days after the specified date of opening of the offers.

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

4. The tenders, which are received 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 & marked and /or sent as above.

5. The tenders, which are received on time (as per pare 3 above), will be opened at purchaser's office at _____ hours on _____ (date). The purchaser will open the tenders in the presence of the tenderer's duly authorized representatives, who choose to attend the tender opening.

6. The purchaser will evaluate and compare the quotations which are substantially responsive i. e. which are properly prepared & signed and meet the required terms, conditions, specification etc. The purchaser will award the contract to the supplier whose quotation will be determined to be responsive and offering the best evaluated price.
7. 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.
8. Please submit your quotation accordingly. You shall sign all the pages of your quotation. Your price quotations may be furnished in the format enclosed as Annexure-3. 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 , 2 & 3.

(Signature of the purchaser)

Name : _____

Address: _____

Tel. Phone No. _____

Fax No. _____

LIST OF REQUIREMENTS

Serial No.	Description of goods and allied services	Accounting unit	Quantity

Special instruction (if any) :

**SPECIFICATIONS & OTHER TECHNICAL DETAILS
OF THE ITEMS AND SERVICES (SHOWN IN ANNEXURE-1)**

FORMAT OF PRICE QUOTATION

Sr. No.	Description of Goods & Allied services	Specification	Accounting unit	Qty.	Quoted unit price In Rs.		Total amount In Rs.
					In Figures	In words	

Ground Total Cost : Rs. _____

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

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

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

(in case a tendere desire to put some additional / modified stipulations, terms & conditions etc. the same may be clearly indicated.)

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

(Signature, name and designation of the authorized executive of the tendering firm)

For and on behalf of _____

(Name and address of the tendering firm)

(Seal of the tendering firm)

Date:

Place:

CONTRACT FORM

Contract No. _____

Date: _____

1. Name & address of the Supplier
2. Purchaser's tender enquiry No. _____ dated _____ (followed by further communication No. and date, if any, from the purchaser to the supplier)
3. Supplier's tender No. _____ dated _____ (followed by further communication No. and date, if any, from the purchaser to the supplier)
4. The contract is hereby placed for the following goods & services in terms of the communication indicated under paras 2 & 3 above.
5. Purchasers of the goods and service, which shall be supplied / provided by the supplier are as under:

Serial No.	Brief description & Guiding specifications of goods / services	Accounting unit	Quantity to be supplied	Unit Price Rs.		Total Price in Rs.
				In figures	In words	

Total value (in figures) _____ (in words)

6. Terms of Delivery
7. Schedule of erection / installation and commissioning (as and if applicable)
8. Operator's training (if applicable)
9. Delivery Schedule
10. Details of inspection, test and quality assurance, as and if required
 - a. Designation and address of inspection agency
 - b. Mode(s) and place (s) of conducting inspections and test.
11. Liquidated Damage clause
12. Payment terms

- 13. Payment Authority
- 14. Warranty clause
- 15. Dispute Resolution Mechanism
- 16. Other terms & conditions, not mentioned above, will be in terms of the communications indicated in paras 2 & 3 above.

(_____)

(Signature, name and address of the Purchaser's authorized functionary, Signing the contract)

For and on behalf of _____

Received and accepted this contract

(Signature, name and designation of the supplier's authorized executive)

For and on behalf of _____

(Name and address of the supplier)

(_____)

(Seal of the supplier)

Date:

Place: