

ICAR - INDIAN INSTITUTE OF MAIZE RESEARCH

PAU CAMPUS, LUDHIANA – 141 004

iimr.icar.gov.in; Tele: 0161-2440038

F.No.: 44-01/Tenders /IIMR/18-19

Date: 23.7.18

To,

TENDER DOCUMENT

On behalf of the Director, ICAR-IIMR, Ludhiana electronic Tender/Quotations are invited from the reputed manufacturers dealing in **Insecticides, Fungicides, Mixture fungicides/bactericides, Herbicides/Weedicides, Bio-agents etc. for experiments at IIMR, Ludhiana** for entering into Annual Rate Contract for supply of these items to ICAR - IIMR, Ludhiana for a period of one year.

The tender document may be downloaded from the Central Public Procurement Portal (CPP Portal). **Bidders are required to submit the tenders (Technical and Financial bid separately) online through CPP Portal only** (<https://eprocure.gov.in/eprocure/app>). **The EMD in the shape of Demand Draft alongwith the hard copy of technical bid** is to be submitted in the Office, IIMR, PAU Campus, Ludhiana before the due date and time failing which the tender/quotation will not be entertained/accepted. The Demand Draft is to be made in favour of **“DIRECTOR ICAR-IIMR LUDHIANA”** from any nationalized bank payable at Ludhiana.

The Director, IIMR, Ludhiana reserves the right to accept or reject any or all the offers without assigning any reasons.

| | | |
|---------------------------------------|---|------------------------|
| Last date for submission of quotation | : | 16.8.18 till 1030 hrs. |
| Opening of Technical bids/quotations | : | 17.8.18 at 1100 hrs. |

THIS TENDER DOCUMENT HAS THE FOLLOWING CHAPTERS:

| | |
|-------------|---|
| Chapter I | : Instructions to Bidders |
| Chapter II | : Conditions of Contract |
| Chapter III | : Schedule of Requirements |
| Chapter IV | : Specifications and Allied Technical Details |
| Chapter V | : Price Schedule (to be utilized by the bidders for quoting their prices) |
| Chapter VI | : Contract Form |

Sd/-
(Administrative Officer)

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Chapter – I: Instructions to Bidders

On behalf of the Director, ICAR-IIMR, Ludhiana electronic Tender/Quotations are invited from the reputed manufacturers dealing in **Insecticides, Fungicides, Mixture fungicides/bactericides, Herbicides/Weedicides, Bio-agents etc. for experiments at IIMR, Ludhiana** for entering into Annual Rate Contract for supply of these items to ICAR - IIMR, Ludhiana.

1. The last date for submission of Tender is **16th August, 2018 till 1030 hrs.** The quotation/bid is to be submitted online through CPP Portal only. Quotation received after the due date will not be entertained at all. The Tenders will be opened on **17th August, 2018 at 1100 hrs.**
2. The ICAR Research Institutes are exempted from Excise and Customs Duties on research consumable in terms of Govt. Notification No. 51/96 -Customs Dated 23.07.1996 and Central Excise Duty Exemption in terms of Govt. notification No. 10/97-Central Excise dated amended from time to time and accordingly the prices are required to be quoted by Manufactures on Ex - works basis without including any Excise/Customs Duty Component. RC will be made only in Indian Rupees.
3. If tenderer does not accept the offer, after issue of letter of award by IIMR within 15 (fifteen) days, the offer made shall be deemed to be withdrawn without any notice and Earnest money deposit (EMD) will be forfeited. Price list once submitted with the tender will not be changed during the period of Rate Contract.
4. An **EMD of Rs. 10,000/-** (Rupees Ten Thousand only) must be deposited in the form of Demand Draft/Bankers Cheque in favour of **DIRECTOR ICAR-IIMR LUDHIANA** and payable at Ludhiana. Bids not accompanied with valid EMD will not be considered. Whoever availing exemption for submission of EMD must submit the original/certified copy of certificate (alongwith technical proposal) clearly mentioning the said exemption in the certificate.
5. The total set of tender document should be uploaded intact also affixing tenderers signature on all pages of the tender document and pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases, reference to the additional pages must be made in the tender form. If any modification of the schedule is considered necessary, it should be communicated by means of a separate letter alongwith the tenders. However, this should be communicated on or before opening of tender document. Overwriting/erasing of the rates by the tenderer are not allowed, failing which will invite the summarily rejection of the tenders. The rates quoted in tenders should be mentioned both in words and figures.

6. The firm/Contractor in whose favour the contract is finalized has to sign **Agreement Deed for the contract on non-judicial stamp paper of Rs. 100/- at his cost.**
7. The tenderer is being permitted to tender the consideration of the stipulations of his part that after submitting his tender, he will not resile from his offer or modify the terms and conditions thereof. **If the tenderer fail to observe and comply with the forgoing stipulations, the amount of Earnest Money will be forfeited.**
8. The tenders shall be submitted through CPP Portal online only not later than **1030 hrs 16th August, 2018.** Offline tenders will not be accepted.
9. The firm(s) which have been black-listed with ICAR or any other Central Govt. or State Govt. department will not be entertained.
10. **The following documents must be enclosed along with tenders/quotations duly filled in failing which tenders/quotations will be declared as non-responsive and will not be considered. These are the technical terms and conditions:**
 - (a) Tender Notice duly signed/initiated with stamp/seal.
 - (b) Certificate of registration of firm.
 - (c) List of the Govt. Department/Organization/Institutes to whom the firm having rate contract for supply of pesticides/chemicals. Minimum 3 copies of Rate contract with another organization/Institute.
 - (d) Printed catalogue with price list. In case the price list for the previous year 2017-18 is still valid for the entire period of rate contract for the year 2018-19, a certificate to this effect may please be furnished duly signed by the authorized signatory.
 - (e) Bank detail for e-payment i.e. Name of the bank with full address, Branch Code Account No. & Type of Account, IFSC Code (India Finance Code).
 - (f) PAN of the principal firm and authorized dealer.
 - (g) Latest copy of Return filed with Income Tax Department.
 - (h) GST certificate issued by Govt.
 - (i) Minimum turnover of the firm not less than Rs. 5,00,000/- (Rs. Five Lakh only) in any of three years out of last 5 years.
 - (j) An undertaking as per Annexure to the effect that the firm has not been black-listed by any Govt. Office/Institute/ICAR for any reason.
 - (k) In case of supply of goods made through valid authorized dealer, their name & mail address for Ludhiana may be declared /indicated in the tender.
 - (l) The Manufacturing firms and authorized dealers will submit the enclosed undertaking jointly otherwise the tender will not be considered further:

We _____ (manufacturing firm) and
_____ (Authorized Dealer) hereby declare that
we have offered the maximum discount to ICAR -IIMR. No more discount has been given

to any other Govt. organization/Institutes etc. by us than what has been given ICAR-IIMR, Ludhiana. If any discrepancy is found by the ICAR-IIMR later in the matter of discount, we will be held responsible jointly and severely and will be liable to pay/remit the excess amount of discount with interest to ICAR-IIMR and ICAR-IIMR will be free to take such other action as may be deemed fit by the Institute.

11. **The technical bids and financial bids should be submitted separately. Only those firms will be considered for financial bid who will qualify in the technical bid.**
12. Tenderers should note that their offer should remain open/valid for acceptance for at least 90 days from the date of opening of the financial proposal.

Director, IIMR reserves the rights to reject any or all tenders in whole or in part without assigning any reasons thereof. The decision of Director, IIMR shall be final and binding on the contractor/agency in respect of any clause covered under the contract.

Important Notes:

1. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at "Instructions for online Bid Submission".
2. Only bids received on e-tendering portal will be considered for opening. Bids in any physical form sent through fax/email/courier/post/delivered personally will not be considered.
3. IIMR will not be responsible for any delay in enrollment or submission of the offer/up-loading the offer on e-tender portal for any reason whatsoever. Hence vendors are advised to register in e-tendering website & enroll their Digital Signature Certificate (Class – II or above) and upload their quotations well in advance to avoid last minute problems.
4. Any Addendum/Corrigendum/date extension in respect of above tender shall be issued on our website iimr.icar.gov.in and CPP Portal only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website (iimr.icar.gov.in) to keep themselves updated.

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Chapter – II: Conditions of Contract

The general terms and conditions of the contract are given below:

1. Decision of Director, IIMR will be final and binding on all parties.
2. If any point of time the services of the firm are not found satisfactory, the Director or the agency is not able to perform their part under the agreement, IIMR reserves the right to terminate the contract immediately without the notice and in such a case the security deposit will be forfeited.
3. No interest on security deposit and earnest money deposit shall be paid by the Institute to the Tenderer.
4. GST or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and IIMR will not entertain any claim whatsoever in this respect. The GST/TDS/Income tax or any other Tax which is as per the rules of the Govt. of NCT/ other states; shall be deducted at source from monthly bills of the successful Tenderer, as per rules/ instructions made applicable from time to time by government.
5. **This contract is for a period of 1 year initially and liable to be extended on monthly/yearly basis subject to the satisfactory services/performance and on the approved terms and conditions basis.**
6. That the freight, insurance charges, if any will not be borne by the purchaser. Similarly shortage, pilferage in transit will be sole responsibility of the supplier and the same will be intimated to the supplier on receipt of goods by the purchaser to make good the loss caused on this account. The defective supply will have to be replaced by the supplier within 7 working days without freight/transport charge.
7. The ICAR Research Institutes are exempted from Excise and Customs Duties on research consumable in terms of Govt. Notification No. 51/96-Customs dated 23.7.1996 and Central excise Duty Exemption in terms of Govt. notification No. 10/97-Central Excise dated amended from time to time. However, for availing the aforesaid Duty Exemption benefits, the prices are required to be quoted by Manufactures essentially on Ex-works basis, without including any excise/customs duty component.
8. That the delivery/supply will be made on F.O.R. basis to ICAR-IIMR Ludhiana as per the requirement by road transport or train.
9. The Institute will not issue any “C” or “D” form. GST and any Govt. levies, if applicable, will be paid extra by the purchaser. However, the firm may clearly indicate the rate of GST clearly otherwise it

will be treated as the rates are inclusive of all taxes. ICAR-IIMR is exempted from paying octroi charges.

10. The firm must clearly mention that billing and supply will be done by them directly or their authorized dealer. The firm may authorize only one dealer for supply and billing and disclosed in the bid itself.
11. The firms in whose favor the contract is accepted must deposit security money in the form of Bank Guarantee/FDR of Rs. 25,000/- (Rupees twenty thousand only) in favour of “**DIRECTOR ICAR-IIMR LUDHIANA**” for the contractual period within 15 days from the date of issue of Principal Letter of Approval (PAL). In the event of non-deposition of the same, it will be presumed that firm is not interested to undertake the rate contract leading to forfeiture of its earnest money or any action deemed fit as per the rule of ICAR. The security money will be refunded after the expiry of the contract subject to satisfactory performance during the period of contract. The Bid Security will be valid for a period of 60 days beyond the final bid validity period.
12. The articles should be securely packed to avoid damages etc. in transit. Supply be made from the latest batch of production with the maximum life period & original packing. If the firm supplies expired/damaged/tampered items, the same will be rejected.
13. The supplier shall deliver the goods within the delivery period mentioned in the purchase order. In case of any delay in executing the contract, the supplier shall promptly inform the purchaser in writing, explaining the reason of delay and probable date of supply before the expiry of the delivery period. Otherwise liquidated damage @0.5% per week of the cost of purchase order will be deducted subject to a maximum of 10%.
14. The bidders in whose favour Rate Contract is awarded will be bound to execute every supply order issued under this contract, within the stipulated period mentioned therein from the date of issue of such supply order. In case of non-execution of supply order within stipulated period, their security money is liable to be forfeited or penalty to be charged as per penalty clause. The final decision will be the sole discretion of Director, IIMR or competent authority as decided by Director.
15. Penalty clause: The supplier shall deliver the goods within the delivery period mentioned in the purchase order. In case of any delay in executing the contract, the supplier shall promptly inform the purchaser in writing, explaining the reason of delay and probable date of supply before the expiry of the delivery period, and get the same approved from Director, IIMR or competent authority as decided by Director. Otherwise liquidated damage @0.5 % per week of the cost of purchase order will be deducted subject to a maximum of 10%. The institute reserves the right to reject the order and/or invoke the condition of forfeit of security money as per clause no. 15 above.
16. The institute reserves the right to reject any inferior quality material.

17. Supply should be made in full against the order and any shortage in supply will have to be supplied within the delivery period mentioned in the purchase order.
18. No payment will be made in advance. No payment will be made for unsatisfactory supply.
19. The dispute(s), if any, arising in relation to the Rate Contract, shall be subject to Ludhiana jurisdiction
20. In case of discrepancy between unit price & total price, the unit price shall prevail.
21. Consolidated Maximum discount from Sole manufacturer or Local Distributor is allowed. No discount separately for General and Bulk order is permissible.

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Chapter – III: Schedule of Tentative Requirements

The requirement is given below:

| S.No. | Technical Name |
|--------------|--|
| A | INSECTICIDES |
| 1 | Chlorantraniliprole 18.5% SC |
| 2 | Chloropyrifos 20% EC |
| 3 | Deltamethrin 2.8% EC |
| 4 | Dimethoate 30% EC |
| 5 | Imidachlopid 17.8% SL |
| 6 | Imidachlopid 48% SL/FS |
| 7 | Quinalphos 25% EC |
| 8 | Fipronil 5% SC |
| B | FUNGICIDES |
| 9 | Carbendazim 50% WP |
| 10 | Mancozeb 75% WP |
| 11 | Thiram 75% DS |
| C | Mixture fungicides/bactericides |
| 12 | Azoxystrobin 18.2% + Difenconazole 11.4% SC |
| D | Herbicides/Weedicides |
| 13 | Atrazine 50% WP |
| 14 | Glyphosate 41% SL Iso-propyl-amine (IPA) Salt |
| 15 | Pendimethaline 30% EC |
| 16 | Paraquat Dichloride 24% SL |
| 17 | Tembotrione 42% SC |
| E | Bio-agents |
| 18 | Trichoderma harzianum |
| 19 | Pseudomonas fluorescens |

The supply orders will be placed as and when required.

The requirement may increase or decrease.

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| S.No. | Particulars | Description |
|--------------|--|--------------------|
| 1 | Name of the Firm/Agency | |
| 2 | Full Address with Post Box No. and Telephone No. and e-mail id, if any | |
| 3 | Certificate of registration of firm (Attached/Not attached) | |
| 4 | Details of EMD | |
| 5 | Authorization letters valid for the current period in original and latest date (Attached/Not attached) | |
| 6 | List of the Govt. Department/Organization/Institutes to whom the firm having rate contract for supply of pesticides/chemicals. Minimum 3 copies of Rate contract (Attached/Not attached) | |
| 7 | Printed catalogue with price list (Attached/Not attached) | |
| 8 | Bank detail for e-payment i.e. Name of the bank with full address, Branch Code Account No. & Type of Account, IFSC Code (India Finance Code) | |
| 9 | PAN No. of the Principal firm and their authorized dealer | |
| 10 | Latest copy of Return filed with Income Tax Department (Attached/Not attached) | |
| 11 | GST registration no. | Rs. _____ |
| 12 | Turnover of the firm during the year 2017-18 _____ 2016-17 _____ 2015-16 _____ 2014-15 _____ 2013-14 _____ | |
| 13 | Undertaking that the firm has not been black-listed by any Govt. Office/Institute/ICAR (Attached/Not attached) | |
| 14 | Name & Address of authorized/valid dealers (With Mobile No.) for ICAR-IIMR, Ludhiana, if any for the year 2018-19 | |
| 15 | Undertaking to the effect that No more discount has been given to any other Govt. organization/Institutes | |
| 16 | Any other information vital for entering into rate contract. | |

1. I/We have read all the particulars regarding the General information and other terms and conditions of the **“Rate contract for Insecticides, Fungicides, Mixture fungicides/bactericides, Herbicides/Weedicides, Bio-agents etc. for experiments at IIMR, Ludhiana”** and agree to provide the same at the rates given in price bid to this tender and I/We agree to hold this offer open till 90 (ninety) days. The rates quoted will be valid for a period of one year in the event of award of the Contract.
2. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
3. Every page so attached with this tender bears my signature and the office seal.

Yours faithfully,

Dated:

Name and signature of Witness _____ **Signature & Seal of the Tenderer** _____

Address _____ **Telephone No. Office** _____

Occupation _____ **Resi. Mobile** _____

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Chapter – V: Price Schedule

| S.No. | Technical Name | Discount offered (in %) |
|--------------|--|--------------------------------|
| A | INSECTICIDES | |
| B | FUNGICIDES | |
| C | MIXTURE FUNGICIDES/BACTERICIDES | |
| D | HERBICIDES/WEEDICIDES | |
| E | BIO-AGENTS | |

Date:

Place:

Phone No.:

Email id:

Signature of the Firm with Seal

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Chapter – VI: Contract Form

This agreement is made at _____ on _____ day of _____ between _____ (designation of the competent authority in the Instt.) through _____ which term shall include its successors, assignees etc. on the first part and _____ (hereinafter called the Firm) which term shall include its authorized representatives, successor, assignees etc. on the other part.

Whereas the _____ (here in after called the Institute) has decided to assign the _____ at _____ to the firm on the terms and conditions hereinafter contained.

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

1. This agreement shall come into force w.e.f. _____ and will remain in force for a period for one year but can be terminated by _____ by giving, one calendar month's notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, on mutually agreed terms.
2. The firm shall be responsible for _____ at _____.
3. Decision of Director, IIMR will be final and binding on all parties.
4. If any point of time the services of the firm are not found satisfactory, the Director or the agency is not able to perform their part under the agreement, IIMR reserves the right to terminate the contract immediately without the notice and in such a case the security deposit will be forfeited.
5. No interest on security deposit and earnest money deposit shall be paid by the Institute to the Tenderer.
6. GST or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and IIMR will not entertain any claim whatsoever in this respect. The GST/TDS/Income tax or any other Tax which is as per the rules of the Govt. of NCT/ other states; shall be deducted at source from monthly bills of the successful Tenderer, as per rules/ instructions made applicable from time to time by government.
7. This contract is for a period of 1 year initially and liable to be extended on monthly/yearly basis subject to the satisfactory services/performance and on the approved terms and conditions basis.
8. That the freight, insurance charges, if any will not be borne by the purchaser. Similarly shortage, pilferage in transit will be sole responsibility of the supplier and the same will be intimated to the supplier on receipt of goods by the purchaser to make good the loss caused on this account. The defective supply will have to be replaced by the supplier within 7 working days without freight/transport charge.
9. The ICAR Research Institutes are exempted from Excise and Customs Duties on research consumable in terms of Govt. Notification No. 51/96-Customs dated 23.7.1996 and Central excise Duty Exemption in terms of Govt. notification No. 10/97-Central Excise dated amended from time to time. However, for availing the aforesaid Duty Exemption benefits, the prices are required to be quoted by Manufactures essentially on Ex-works basis, without including any excise/customs duty component.
10. That the delivery/supply will be made on F.O.R. basis to ICAR-IIMR Ludhiana as per the requirement by road transport or train.

11. The Institute will not issue any "C" or "D" form. GST and any Govt. levies, if applicable, will be paid extra by the purchaser. However, the firm may clearly indicate the rate of GST clearly otherwise it will be treated as the rates are inclusive of all taxes. ICAR-IIMR is exempted from paying octroi charges.
12. The firm must clearly mention that billing and supply will be done by them directly or their authorized dealer. The firm may authorize only one dealer for supply and billing and disclosed in the bid itself.
13. The firms in whose favor the contract is accepted must deposit security money in the form of Bank Guarantee/FDR of Rs. 25,000/- (Rupees twenty thousand only) in favour of "DIRECTOR ICAR-IIMR LUDHIANA" for the contractual period within 15 days from the date of issue of Principal Letter of Approval (PAL). In the event of non-deposition of the same, it will be presumed that firm is not interested to undertake the rate contract leading to forfeiture of its earnest money or any action deemed fit as per the rule of ICAR. The security money will be refunded after the expiry of the contract subject to satisfactory performance during the period of contract. The Bid Security will be valid for a period of 60 days beyond the final bid validity period.
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17. Penalty clause: The supplier shall deliver the goods within the delivery period mentioned in the purchase order. In case of any delay in executing the contract, the supplier shall promptly inform the purchaser in writing, explaining the reason of delay and probable date of supply before the expiry of the delivery period, and get the same approved from Director, IIMR or competent authority as decided by Director. Otherwise liquidated damage @0.5 % per week of the cost of purchase order will be deducted subject to a maximum of 10%. The institute reserves the right to reject the order and/or invoke the condition of forfeit of security money as per clause no. 15 above.
18. The institute reserves the right to reject any inferior quality material.
19. Supply should be made in full against the order and any shortage in supply will have to be supplied within the delivery period mentioned in the purchase order.
20. No payment will be made in advance. No payment will be made for unsatisfactory supply.
21. The dispute(s), if any, arising in relation to the Rate Contract, shall be subject to Ludhiana jurisdiction
22. In case of discrepancy between unit price & total price, the unit price shall prevail.

23.Consolidated Maximum discount from Sole manufacturer or Local Distributor is allowed. No discount separately for General and Bulk order is permissible.

The decision of the Director, IIMR shall be final and binding on the contractor/agency in respect of any clause covered under the contract and any matter incidental to the contract.

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

(Name & Address of the Firm)

(For the Institute)

Witnesses

1 _____

2 _____

Annexure (Undertaking)

TO WHOM IT MAY CONCERN

We hereby certify that our firm M/s _____

has not been blacklisted by any Govt. Office/Institute/ICAR for any reason.

Signature of the Authorized signatory

Name & stamp of the official

Place: _____

Date: _____