E-TENDERS NOTICE INVITING
(NATIONAL COMPETITIVE BIDDING)

Online bids are invited on single stage two bid system for “Green Fodder Seed at ICAR-NDRI, Karnal”

Tender documents may be downloaded from NDRI web site www.ndri.res.in (for reference only) and CPPP site https://eprocure.gov.in/eprocure/app as per the schedule as given in CRITICAL DATE SHEET as under:-

<table>
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<tr>
<th>CRITICAL DATE SHEET</th>
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<tbody>
<tr>
<td>Published Date</td>
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<tr>
<td>Bid Document Download / Sale Start Date</td>
</tr>
<tr>
<td>Bid Submission Start Date</td>
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<tr>
<td>Bid Submission End Date</td>
</tr>
<tr>
<td>Bid Opening Date</td>
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<tr>
<td>Place of opening of Technical bid</td>
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<tr>
<td>Address for communication</td>
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1. On behalf of Director, ICAR-NDRI, Karnal, Electronic Quotations/tenders under Open tender enquiry, Bids are invited from the registered firms/their authorized dealer registered on portal etc. for the goods mentioned below. The Quotations/bids duly sealed/signed & completed in all respect should be submitted with scan documents online at CPPP latest by 10:30 AM on 30th June, 2020 The incomplete Quotations/bids will be treated as rejected. The Quotations received after stipulated date & time will not be considered & rejected, and no correspondence in this regard will be entertained.
2. The Tender form/bidder documents may be downloaded from the [https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app). **Online submission of Bids through Central Public Procurement Portal (https://eprocure.gov.in/eprocure/app)** is mandatory. Manual/Offline bids shall not be accepted under any circumstances. However, for the purpose of realisation, the bidder has to send the Demand Draft/ banker’s cheque/ pay order in original to this institute through post or by hand so as to reach by the time of tender opening. Tenderers/bidders are requested to visit the website [https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.

3. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time.

4. The firms are required to upload copies of the following documents:-

   **Technical Bid**
   
   i. The SSI/MSEs Registered with NSIC are exempted from EMD subject to submission of NSIC Registered with valid certificate with the items list
   
   ii. Scanned copy of signed and stamped Firm’s registration, PAN Card, GST Number.
   
   iii. Scanned copy of Tender acceptance letter. The bidder shall also mention in the letter that the supply of material will be done strictly as per the specifications given in the tender.
   
   iv. Scanned copy of Income Tax Statement for the last two years.
   
   v. Scanned copy of signed and stamped Purchase Orders of its supply during last two years. Yield performance certificate of each crop seed should be attached.
   
   vi. The scanned copy of signed and stamped undertaking stating that if the information/declaration/scanned documents furnished in respect of eligibility criteria are found to be wrong or misleading at any stage, the firm will be liable to punitive action.
   
   vii. The bidder should submit duly signed and stamped Certificate of Non-Blacklisting/ Not Banned/Temporarily suspended by any Govt. Deptt. / Organizations.
   
   viii. Scanned Copy of signed and stamped Certificate indicating details/name of blood relatives of the bidder engaged/employed in ICAR-NDRI, Karnal at a prominent permanent post/position, if any. Otherwise, Nil-Engagement certificate, signed and stamped, is to be given.
   
   ix. Company should be / preferably on ISO certified (latest).

   **Financial Bid:-**
   
   Financial bid should be quoted as per BOQ.

5. The Bidders may submit their Techno-Commercial bids and price bids online on the portal of CPP. No conditional bids shall be allowed/accepted. Bidders will have to upload scanned copies of various documents required for their eligibility and all other documents as specified in NIT, techno-commercial bid in cover-I, and price bid in Cover-II. To enable system generated techno-
commercial and price comparative statements, such statement may be submitted in Excel formats strictly. The bidder will have to give an undertaking online that if the information/declaration/scanned documents furnished in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action. EMD (demand draft/ banker’s cheque/ pay order) amounting Rs. 54,000/- for Sugargraze / Sweet Spot / Dairy Green Seed and Rs. 15,000/- for Nutrifeed / Poshan / Wonder Leaf / S.B.H.-100 Seed is to be submitted in the electronic format (by scanning) while uploading the bid. This submission shall mean that EMD is received electronically. However, for the purpose of realisation, the bidder has to send the Demand Draft/ banker’s cheque/ pay order in original to this institute through post or by hand so as to reach by the time of tender opening. The bidder can also submit EMD through RTGS or NEFT before the last date of submitting the tender in the following account:

Name of Account Holder: ICAR-Unit NDRI, Karnal
Bank Name: State Bank of India
Branch name: NDRI, Karnal
Account No.: 65270548352
IFSC Code: SBIN0050326

In case of exemption of EMD, the scanned copy of the document in support of exemption will have to be uploaded by the bidder during bid submission.

6. The Financial Bid of the Technically Qualified bidders only will be opened after short listing of techno-commercially acceptable bidder with due information through system generated emails & SMS alerts.

7. Description of the services required:

<table>
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<tr>
<th>S.No.</th>
<th>Name of the item</th>
<th>Quantity</th>
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<tbody>
<tr>
<td>1.</td>
<td>Sugargraze / Sweet Spot / Dairy Green Seed</td>
<td>2700 Kgs.</td>
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<tr>
<td>2.</td>
<td>Nutrifeed / Poshan / Wonder Leaf / S.B.H.-100 Seed</td>
<td>500 Kgs.</td>
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8. Technical Specifications for Sugargraze / Sweet Spot / Dairy Green Seed and Nutrifeed / Poshan / Wonder Leaf / S.B.H.-100 Seed:

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Contents</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Genetic Purity (Minimum)</td>
<td>95%</td>
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<tr>
<td>2.</td>
<td>Pure Seed (Minimum)</td>
<td>98%</td>
</tr>
<tr>
<td>3.</td>
<td>Inert Matter (Maximum)</td>
<td>2%</td>
</tr>
<tr>
<td>4.</td>
<td>Other Crop Seeds (Minimum)</td>
<td>10/KG</td>
</tr>
<tr>
<td>5.</td>
<td>Weed Seeds (Maximum)</td>
<td>10/KG</td>
</tr>
<tr>
<td>6.</td>
<td>Other Distinguishable Varieties (maximum)</td>
<td>20/KG</td>
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</table>
9. **Bid Opening**: Both the techno-commercial and price bids will be opened online by the bid openers mentioned at the time of creation of the tender online. Relevant bidders can simultaneously take part in bid opening online and can see the resultant bids, of all bidders. The system automatically generates a technical scrutiny report and commercial scrutiny report in case of the techno-commercial bid opening and a price comparative statement in case of price bid opening which can also be seen by participating bidders online.

10. **Price structure**:
    The ICAR Research Institutes are exempted from *Excise* and *Customs Duties* on Research Consumables, vide Notification No. 10/97-CE dated 1.3.1997 (as amended by 16/07-CE) and Notification No. 51/96-Customs respectively. However, for the ICAR Institutes to avail the aforesaid Duty Exemption benefits, the Prices are required to be quoted by Manufacturers preferably on Ex-Works basis, *without including any Excise/Customs Duty component*. Freight & Transit Insurance are required to be quoted extra, *as per actuals*, for insured transportation from Ex-Works to Destination. **However, there seems to be some changes in GST recently introduced by G.O.I which will be intimated at the time of order to the selected firm.**
    a. Alternatively, however, the Authorized Dealers/Retailers may quote their most competitive *FOR Prices*, with maximum possible Dealer’s *Special Discount*.
    b. 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 stator variations, if any.

11. **Supply of services & Terms of Payment**:
    a. **Paying Authority**: Comptroller, NDRI, Karnal-132001.
    b. **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 communications, 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 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 damage, 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 per cent) of the contract price of the delayed goods or services.

Further, during such delayed period of supply and / or performance, the supplier shall not be entitled to any increase in price 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, during the period of delay.

The purchaser’s letter (to the seller with copies endorsed to other concerned) extending the delivery period will be subject to the above conditions.

c. Dispute Resolution Mechanism:
If any dispute or difference of any kind arises between the purchaser and the supplier in connection 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 disputes or differences 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 will 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 act, 1996.

The venue of the arbitration shall be the place (i.e. NDRI, Karnal), from where the contract is issued.

In case of any Legal Dispute, the jurisdiction will be at Karnal.

e. The Director, ICAR-NDRI, Karnal reserves the right to accept or reject any or all the tenders.

12. You are also required to fulfil the following conditions and also furnish the required 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 above requirement, without any change in the 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 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) Bidders are advised that one bidder cannot represent two suppliers or quote on their behalf in a particular tender. Specifications mentioned in Firm's Brochure will only be acceptable.

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 of 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 the interpreted in accordance with such laws.

i) The quotation / offer shall remain valid for acceptance for a period not less than 60 days after the specified date of opening of the offer.

j) Alternate/ conditions/ Optional bids will not be accepted.

13. Notwithstanding the above, the purchaser, reserves the right to accept or reject any quotation or annual 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.

    Before executing supply, the successful Bidder will have to deposit Performance security as per Rule which is equal to 5% to 10% of the ordered value of goods, in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment.

    NOTE:- All the participating bidders should be complying with GST provisions enacted by Govt. of India from the date of 1st July, 2017.

Assistant Administrative Officer (P)