



पूर्वी क्षेत्र के लिए भारतीय कृषि अनुसंधान परिषद का अनुसंधान परिसर
ICAR RESEARCH COMPLEX FOR EASTERN REGION
(भारतीय कृषि अनुसंधान परिषद INDIAN COUNCIL OF AGRICULTURAL RESEARCH)

आई.सी.ए.आर. परिसर, पोस्ट – बिहार भेटनरी कॉलेज, पटना – 800014 (बिहार), भारत
ICAR Parisar, P/o - Bihar Veterinary Collage, Patna – 800 014 (Bihar), INDIA
फोन सं. Phone No. (0612) 2228805, 2228882*104, फैक्स सं. Fax No.2223956, Website - <http://www.icarrcer.org>

Invitation of Tender And Instruction To Tenders

"NIT" No. 02/08-09

Dated: _____

Note: The envelope containing the tender as well as all subsequent communications should be addressed and delivered to: -

**The Director,
ICAR Research Complex for Eastern Region,
ICAR Parisar, P.O.: Bihar Veterinary College,
Patna – 800 014 (BIHAR)**

All communications must be addressed to the officer named above be TITLE only and not by name.

To,

On behalf of the purchaser (named in the schedule attached to tender form enclosed), I invite you to tender for the supply of the stores detailed in the said schedule. The conditions of contract, which will govern any contract made, are to contained I the general conditions of contract applicable to the contract placed by Indian Council of Agricultural Research and the research Institute under it and the special conditions to quote for supply in accordance with the requirements stated in the attached schedule, please submit your quotations to this office on the prescribed tender form attached.

Only in 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/ICAR Research Complex for Eastern Region and provided these telegraphic or letter quotations are complete in all respects with regard to price (itemized prices where necessary) specifications, delivery and other particulars essential to enable a purchase decision to be taken and provided also the quotations are confirmed with in three days from the due date of receipt of tender in the prescribed form.

2. EARNEST MONEY: Earnest money Rs.5000/- must be deposited in the shape of Demand Draft only payable to "ICAR Unit: ICAR Research Complex for Eastern Region, Patna" drawn in favour of any National issued bank, preferably on bank, preferably on State bank of India with all the tenders the Director, ICAR Research Complex for Eastern Region, Patna for their tenders.

No other mode will be accepted as Earnest Money Deposit.

ANY TENDER WILL NOT BE ACCEPTED FOR THE ZONE OF CONSIDERATION OF THE OFFER IF THE EARNEST MONEY DEPOSIT IS NOT ENCLOSE 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 revise his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation, the aforesaid amount will be forfeited to the Indian Council of Agricultural Research/ICAR Research Complex for eastern Region. In the even of the offer made by the tenderer not being accepted, the amount of Earnest Money deposited by tenderer will be refunded to him on submission of pre-receipted bill for the same in a manner prescribed by Indian council of agricultural Research/ICAR research Complex for Eastern Region.

The Earnest Money should not on any account fall short of the amount actually required.

3. PREPARATION OF TENDER:

- (a) The tender form should be submitted in duplicate. Out of the two copies, one should be marked as "ORIGINAL" and the second copy as "DUPLICATE". The schedule marked "ORIGINAL" will only be considered for the purpose of evaluation.
- (b) The schedule of the tender form should be returned intact whether you are quoting for any items or not. Page should not be detached but when items are not being tendered for the corresponding space should be defaced by some words as 'Not quoting'.
- (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 the tenderer. In such cases reference to the additional pages must be made in the tender form.
- (d) In any modification of the schedule is considered necessary, tenderers should communicate the same by means of a separate letter sent with the tender.

4. SIGNING OF TENDER:

- (a) The tender is liable to be ignored if complete information is not given there in 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 to the General Conditions of the Contract as the Contract would be governed by them.
- (b) Individual signing the tender or other documents connected with a 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 list have authority to refer arbitration disputes concerning the business of the Partnership either by virtue of the partnership agreement of a power of attorney.
 - iii) Constituted attorney.

N.S.

- (A) In case of (ii) a copy of the partnership agreement or general power of attorney in either case attested by a notary public should be furnished unless the same has been previously furnished to Indian Council of Agricultural Research/ICAR Research Complex for Eastern Region or affidavit on stamped paper of all the partners submitting the execution of general power of attorney should be furnished.
- (B) In the case of partnership firms where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm.
- (C) A person signing the Tender form or any, documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind each other and if on enquiry it appears that the person so signing has 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 cost and damages.
- (D) Each page of the tender, schedule to tender and annexure, if any should be signed by the tender.

5. DELIVERY OF TENDER:

The original copy of the tender is to be enclosed in a double cover. The inner cover should be sealed. 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 which fails to comply with the instructions all outstation tenders should be sent by registered post. Only one tender should be included in one cover. Where more than one tender is included in a cover, all tenders so enclosed in one cover will be liable to be ignored.

6. LATEST HOUR FOR RECEIPT OF TENDER:

Unless otherwise specified in the schedule to tender, your tender, must reach this office not later than 5 p.m. on the date of opening of the tender. Tenders sent by hand delivery should be put in the Tender box at this office not later than 5 p.m. on the due date unless otherwise stipulated in the schedule to tender.

7. PERIOD FOR WHICH OFFER WILL REMAIN OPEN:

(i) Firms tendering should note that it is desired that their offers should remain open for acceptance for 180 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 upto which they want their tenders to remain open for acceptance for the period as per schedule.

(ii) Quotations qualified by such vague and indefinite expressions such as "SUBJECT TO IMMEDIATE ACCEPTANCE". "SUBJECT TO PRICR SALE" WILL NOT BE CONSIDERED.

8. OPENING OF TENDER:

You are at liberty to be present or authorise a representative to be present at the time of opening of the tender on your behalf should be indicated in your tender. Please also state that name and address of your permanent representative, if any.

9. PRICES:

(1) i) The prices quoted MUST BE PER UNIT SHOWN in the schedule and must exclude all packing and delivery charge Refunds on account of returnable packages (if any) are to be separately specified. Prices and refunds must be clearly shown in figures and works in Indian currency.

ii) The price must be stated for each items separately, the percentage of reduction, in the total price for the entire demand should also be quoted, and order to that extent be placed with you.

(2) i) If it is decided to ask excise duty or any other charges as extra, the same must be specifically sated. In the absence of any such stipulation it will be presumed that the prices include all such charge and no claim for the same will be entertained.

ii) The price quoted by the tenderers should be exclusive of sales tax (and should be clearly sated to be so) which will be paid by the purchaser, it legally leviable at the ruling on the of supply as specified in the Acceptance of Tender.

10. TERMS OF DELIVERY:

The delivery of stores is required by date (s) specified in the schedule to Tender if, however, it is not possible for tenderer to effect delivery by the date (S) you should specify the date by which you can guarantee delivery in prescribed schedule to the tender.

11. SAMPLES:

Tender samples are not required unless specifically called for QUOTATIONS/OTHERS WITHOUT SAMPLES WERE SAMPLES ARE SPECIFICALLY CALLED FOR ARE LIABLE TO BE CANCELLED.

Samples of what you offer to supply should not be less than the quantity necessary for test as per specification, if ay, or in the schedule to tender. In case the quantity of sample required for test is given either in specification or in the schedule to tender, this should be adhered to. Each sample should bear either in specification or in the schedule to tender: -

- (a) Your name and address.
- (b) Tender No.
- (c) Date of opening
- (d) Item No. Against which tender submitted.
- (e) Any other description of necessary, written clearly on it.

The samples should be sent to the Inspector or other officer (named in the schedule to tender) to reach him by the date specified in the schedule. The cost & freight to sending the samples shall be borne by the tender & there will be no obligation on the part of the receiving officer for the safe custody. Tenderers who do not submit the sample by the time specified in the schedule will run the risk of their tenders being ignored.

SAMPLES SENT FREIGHT TO PAY WILL NOT BE ACCEPTED. The packages & the Railway Receipt should be addressed to the Inspecting officer or other office concerned & not is 'self'.

If the samples are sent by Railway parcel, the Railway Receipt should not be enclosed with the tender documents but should be posted separately to the office to whom the samples are sent (under a covering letter giving the necessary particulars to enable him to connect the Railway receipt easily with the parcel). Samples submitted by Tenderers whose offers are not accepted (provided they have not been destroyed during testing) will be delivered to their representatives if they call for the same or can be returned to them at their cost provided the application for return is made to the officer to whom the samples are sent, within one month after the contract is placed on the successful tenderer or after notification of cancellation of demand. If no application is received within the due date, the samples will be disposed of by public auction and the sale proceeds credited to Council/ICAR Research Complex for Eastern Region).

12. EXAMINATION OF PARRTERNS OF CERTIFIED SAMPLE:

When sealed patterns of stores are mentioned in the schedule to the tender form, specification in these or certified samples thereof may be seen at the place stated in the schedule to tender and should be examined by a competent person on your behalf (who should take this invitation with him) before the tender is submitted

13. 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 contractor processes to employ must be described in the Schedule to Tender Form.

Contractors are at liberty to quote for additional alternatives sizes and description of packs and these must be described in the schedule to tender.

14. RIGHT TO 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 or portion of the quantity offered and tenderer shall supply the same at the rate quoted. Tenderer is at liberty to tender for the whole or any portion or to same in the tender that the rate quoted shall apply only if the entire quantity is taken from the tender.

15. COLLECTION OF ACCEPTANCE:

Acceptance by the purchaser will be communicated by telegram, express letter of acceptance or formal "Acceptance of tender". In case where acceptance is communicated by telegram or express letter, the formal Acceptance of Tender, will be forwarded to tenderer by registered post as soon as possible but the instructions contained in the telegram or express letter should be acted upon immediately.

16. RESERVATION OF RIGHTS TO ORDER ADDITIONAL QUANTITY:

The purchaser reserve the right to place order on the successful tenderer for additional quantity (up to 25%) of the quantity offered by them at the quoted. Tenderer are bound to accept if placed on them within six months from the date of issue of Acceptance of Tender.

17. PRE-INSPECTION OF STORES BY THE SUPPLIER:

In case a contract is placed on you as a result of this tender, your should satisfy yourself that the stores ate in accordance with the terms of the contracts and fully confirm to the required specification by carry out through pre-inspection. Such precaution on your part should minimize the change of rejection in inspection and the consequences thereof.

18. The suppliers should also ensure that the items/stores for which rates are quoted are under the running rate contracts concluded by the DGS&D. If so copy of the r/c may also be supplied alongwith the tender.

(Administrative Officer)
For and behalf of ICAR/ICAR-RCER, Patna



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GENERAL CONDITION OF CONTRACT

GENERAL CONDITION OF CONTRACT APPLICABLE TO CONTRACT PLACED BY THE INDIAN COUNCIL OF AGRICULTURAL RESEARCH OR THE INSTITUTE UNDER IT.

1) **DEFINATIONS AND INTERPRETATIONS:**

1. In the contract the general and special conditions governing in, unless the contract otherwise requires:-
 - (a) “Acceptance of Tender” means the letter of memorandum communicating to the Acceptance of his tender and includes an advance acceptance of his tender.
 - (b) “Consignee” means the persons to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified.
 - (c) “Contract” means the invitation to tender, instructions tenders, tender acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted upon by the contractor.
 - (d) “Contractor” means persons with whom the contract is made and includes his heirs, executors, administrators or successors and permitted assignees, as the case may be.
 - (e) “Drawing” means the drawing or the drawings specified in or annexed to the schedule or specification.
 - (f) “Council” means the Indian Council of Agricultural Research or the institute under its administrative control.
 - (g) “Inspector” means the person specified in the contract for the purpose of inspection of work under the contract and includes authorized representative.
 - (h) “Material” means anything used in the manufacturing or fabrication of stores.
 - (i) **Particulars include:-**
 - i) Specification
 - ii) Drawing
 - iii) Pattern tearing the seal and signature of the inspector (herein after called the sealed pattern), which shall include also a certified copy thereof sealed by the purchaser for the guidance of the inspector.
 - iv) Sample sealed by the purchase for the guidance of the inspector (hereinafter called the certified sample), which shall include a certified copy thereof by the purchaser for the guidance of the inspector.
 - v) Trade pattern, that is to say, a pattern, scores conforming to which are obtainable in the open market & which denotes a standard of the Indian Standards Institute or other standardizing authority or a general standard of the industry.
 - vi) Proprietary mark or brand means the mark or brand of a produce, which is owned by an industrial firm.

- vii) Any other details governing the construction, manufactures or supply of stores as may be prescribed by contract.
 - (j) “Purchaser Officer” means the officer the office signing the acceptance of tender & includes any officer who has authority to execute the relevant contract on behalf of the purchaser.
 - (k) “Purchaser” means the purchaser named in the schedule of acceptance to the tender & includes his successor or assignees.
 - (a) “Secretary” means the Secretary of Indian Council of Agricultural Research & Includes my other office of the council or of any other body, institute under the Administrative control of the Council, who has been authorized for the time being to execute relevant contracts relating to purchase of stores on behalf of the purchaser.
 - (b) Director means the Director of ICAR Research Complex for Eastern Region, Patna.
 - (l) “Schedule” means the Schedule annexed to the acceptance of tender or any amendment thereof.
 - (m) “Signed” includes stamped except in the case of an acceptance of tender or any amendment thereof.
 - (n) “Site” means the place specified in the schedule at which any works is required to be executed by the contractor under the contract or another place approved by the Secretary/Director for the purpose.
 - (o) “Stores” means the goods specified in the schedule which the contractor has agreed to supply under the contract.
 - (p) “Supply Order” means an order for supply of stores & included an order for performance or service.
 - (q) “Test” means such test as is prescribed by the particulars or considered necessary by the Inspector, whether performed or made by the Inspector or any agency acting under the direction of the Inspector.
 - (r) “Unit & quantity” means the unit & quantity specified in the schedule.
 - (s) “Writing” includes matter either in whole or in part, in manuscript typewritten, lithographed, cyclostyled, photographed, or printed or under or over signature or seal as the case may be.
2. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval of the Inspector, to-
 - i) The consignee his premises or,
 - ii) The consignee at the destination station in case of contracts stipulating for delivery of stores at destination station.
 3. Words in the singular include the plural & Vice-versa
 4. Words importing the masculine gender shall be including the feminine gender & word-importing persons shall include any company or association or body of individuals, whether incorporated or not.
 5. The heading of these conditions shall not effect the interpretation or construction thereof.

6. Terms & expressions not herein defined shall have the meaning assigned to them in the sale of Goods Act, 1930 or the Indian Contract Act. 1872 or the General clause Act, 1897, as case may be.

a) **PARTIES:** The parties to the contract are the contractor and the purchaser, named in the schedule.

(b) **AUTHORITY OF PERSON SINGING THE CONTRACT ON BEHALF OF THE CONTRACTOR:** A persons signing the tender or any other documents in respect of the contract on behalf of the contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that person so signing had no authority to do so the Secretary may without prejudice to any other right on remedy of the purchaser cancel the contract and make or authorize the making or purchase of the stores at the risk and cost of such persons and hold such person liable to purchaser of all costs and damages arising from the cancellation of the 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 CONTRACTOR AND NOTICES AND COMMUNICATION ON BEHALF OF THE PURCHASER:**

(i) For all purpose of the contract, including arbitration there under, the address of the contractor mentioned in the tender shall be the address to which all communication addressed to the contractor shall be sent, unless the contractor has notified a change be a separate letter containing on other communication and sent by registered post acknowledgment due to the Director, ICAR-Research Complex For Eastern Region, Patna. The contractor 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 relaxation to the contract may be issued to the contractor by a purchaser office and all such communication and notices may be served on the contractor either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such officer.

3) **AUTHORITY OF THE SECRETARY/DIRECTOR:** For all purpose of the contract including arbitration proceedings there under, the Secretary/Director shall be entitled to exercise all rights and powers of the purchaser.

4) **RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT:**

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

(2) **Consignee's right of rejection** : - Not with standing any approval which the Inspector may have given in respect of the stores for any materials or other particulars or the work or workmanship involved in the performance of the contract or the contract (whether with or without any test carried out any test carried out by the contractor or Inspector or under the direction or the Inspector) it shall be lawful for consignee, to reject the stores or any 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 stores rejected FBI the purchaser's Representative shall mutates mutinies, apply to stores rejected FBI the consignee herein provided.

(3) (a) **Subletting and assignment:-**

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

(b) **Change in a Firm:-**

(i) Where the contractor is partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Secretary/Director which may be granted only upon acceptance of a written undertaking by the new partner to perform the contract & accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.

(ii) On the date of retirement of any partner of the contractor firm before complete performance of contract the Secretary/Director may at his option cancel the contract and in such case the contractor 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 retirements of a partner from the firm he shall continue to be eligible 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 Director, ICAR-Research Complex for Eastern Region, Patna by registry post acknowledgement due.

(c) **Consequence of breach:-** Should the contractor or a partner in the contractor's firm commit breach of either of the conditions (a) or (b) of this sub clause, it shall be lawful for the Secretary/Director to cancel the contract & purchase or authorize the purchase of the stores at the risk & cost of the contractor & in that event the provisions of clause 14 shall as far as applicable apply.

(d) The decision of the Secretary, ICAR/Director, ICAR/Director-Research Complex for Eastern Region, to any matter or thing concerning or arising out of this sub-clause or on and any question whether the contractor or any partner or the contractor firm has committed a breach of any of the conditions in this sub clause contained shall be final and binding on the contractor.

(4) **Assistance to the Contractor:-**

(a) The contractor 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/Director or any other authority of a quota certificate or permit required under any law for distribution or acquisition of any material or tender 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, undertaking or assurance on the part of the purchaser regarding the procurement of the same or affect any variation in the rights and liabilities of the parties under the contract. But, if by reason any such assistance as aforesaid the contractor obtains any material at less than their market price or the cost of production of the stores is lowered, the price of the stores payable under contract shall be determined by the Secretary/Director whose decision shall be final and binding on the contractor.

(b) Every agreement made by the Secretary/Director to supply, or give assistance in the procurement of materials whether from the Government stock or on by the purchase under a permit or release order issued by law or under other arrangement made by the Secretary/Director shall be deemed to be subject to the condition that it will be performed with due regard to other demands and only if it is found practicable to do so within stipulated time and the decision of the Secretary/Director whether it was practicable to do so within stipulated time and the decision of the Secretary/Director whether it was practicable to supply or assistance as aforesaid or not shall be final and binding on the contractor.

(5) **USE OF RAW-MATERIALS SECURED WITH COUNCIL'S ASSISTANCE**

A. 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's stock and where advance

payments are made to the contract to enable him to purchase such raw materials for the execution of the contract, the contractor: -

- (i) Shall hold such materials as trustee for the Council.
- (ii) Shall use such material economically and solely for the propose of contract.
- (iii) Shall not dispose – off the same without the previous permission in writing of the Secretary/Director, and
- (iv) Shall render due account of such material and return to the Council/ICAR Research Complex for Eastern Region at such place as the Secretary/Director way 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 contract shall be entitled to such price there of as the Secretary/Director may fix having regard to the condition of such material.

B. Where the contract is terminated due to any default on the part of the contractor, the contractor shall pay all transport charge incurred for returning any material up to such destination as may be determined by the Secretary/Director in that behalf shall be final and binding of the contractor.

C. If the contractor commits breach of any the conditions in this clause specified, he shall without prejudice to any other liability, penal in otherwise be liable to account to the Council/ICAR Research Complex for Eastern Region are rejected, to the Council/ICAR Research Complex for Eastern Region, for all moneys advantages or profits accruing from or which in the usual course would have accrued to him by reason of such breach.

D. Where the stores manufactured or fabricated by the contractor cut of the materials arranged or procured by or procured by or on behalf of the council/ICAR Research Complex for Eastern Region are pajeected, the contractor shall without prejudice to any other right or remedy of the Council/ICAR Research Complex for Eastern Region, pay to the Council/ICAR Research Complex for Eastern Region, on demand the cost price or market value of such materials which ever is greater.

(6) QUOTATIONS OR RATES BY CONTRACTORS:

(i) The price quoted by the contractor shall not be higher than the controlled price fixed by law for the stores or where there is no controlled price, save for special reasons stated in the tender, be higher than the price usually charged by the contractor for stores of the same nature class or description to a private purchaser.

(ii) In the price quoted higher the controlled price or where there is no controlled price, the price usually charged by the contractor from private purchaser for the stores of the same nature class or description. The contractor will specially mention this fact in his tender giving reasons for quoting higher prices(s). If he fails to do or make any misstatement, it shall be lawful for the Secretary/Director:- i) above, or ii) to terminate the contract and purchase stores at risk and the consent of the contractor and in that event the provisions of clause 14 shall apply as for applicable if the contractor has failed to deliver the stores within the period fixed.

(7) SECURITY DEPOSIT :

1. The contractor shall within days from the communication of the acceptance of tender such extended time as may be specified by the Secretary/Director at his sole discretion, furnish a security deposit at the rate not less than 10% of the Secretary/Director may specify and the security shall be in any of the following forms.

(i) Bank Deposit Receipts of the State Bank of India, Demand Drafts on any Nationalized Scheduled bank, on Govt. Treasury Receipts paid to on in favor of the Director, ICAR Research Complex for Eastern Region, Patna.

(ii) Treasury savings Deposits, post office cash Certificate or Defense saving Certificate, 10 years Dividend Deposits Certificate at their surrender value at the time of tender endorsed in favor of the Director, ICAR Research Complex for Eastern Region, Pantana.

(iii) Nation plan, National Saving or National plan Saving Certificates, 12 years National Defense certificates as their surrender value at the time to tender, post Office Saving Banks (Security Deposit account) placed in favour of the Director, ICAR Research Complex for Eastern Region, Patna.

NO OTHER FORMS OF SECURITY SHALL BE ACCEPTED:

2. If the contractor fails to furnish security within the specified period it shall be lawful for the Secretary/Director or otherwise howsoever, or
 - i) To recover from the contractor the amount of such security deposit by deducting the amount of such security deposit by deducting the amount from the pending bills of the contractors under the contract or any other contract with the purchaser or the Govt. or any person contracting through the Secretary/Director or otherwise howsoever, or
 - ii) To cancel the contract or any part thereof and part thereof and to purchase or authorize the purchase of the stores at the risk and cost of the contractor 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 deprecate on in the Security. In case of Bank Deposit receipts the purchaser shall not be responsible for any loss that any result on account of failure of such Bank.
4. If the contractor fails to neglects to observe or perform any of his obligations. Under the contract, it shall be lawful for the Secretary/Director to forfeit either in whole or in part, in his absolute discretion, the Security deposit furnished by the contractor save as aforesaid if the contractor duly performs and completes the contract in all respects and present an absolute "NO DEMAND CERTIFICATES" in the prescribed form & returns in good conditions the specifications, drawing & samples or other property belonging to the purchaser, the Secretary/Director shall refund the security deposit to the contractor after deducting all costs & other expenses that the purchaser may have incurred & all dues other moneys including all losses & damages which the purchaser is entitled to recover from the contractor.

(8) **SPECIFICATIONS ETC.**

- 1) The stores be of best quality & workmanship. The contractor shall supply the stores in accordance with the particulars, unless any deviation has been expressly specified in the acceptance of the tender. The stores shall further be in all respects acceptable to the inspector.
- 2) In particular & without prejudice to all the forgoing conditions when tender are called for in accordance with the particulars, the contractor's tender to supply the store in accordance with such particulars shall be deemed to be an admission on his part that he has acquainted himself with the details thereof & no claim shall lie against the purchaser on the ground that the contractor 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 stores will govern only workmanship & 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 stores shall be of such quality, material & workmanship as is specified in contract & in any such case the stores supplied shall in all respects correspond to the approved sample submitted by the contractor & specified in the contract.
- 5) If any dimension figured upon a drawing differs from that obtained by sealing the drawing, the contractor should bring the discrepancy to the notice of the purchase officer, the council's/Directorate's decision in the matter shall be final & binding.
- 6) It shall be lawful for the Secretary/Director to alter by mutual consent at any time & from time to time, the specifications, pattern & drawings, & as from the dates specified by him, stores to be supplied shall be in accordance with such altered specification, patterns & drawings provided that, if and such alterations involve increase or decrease in the costs of the contract price & or of the period prescribed for delivery shall be made by mutual agreement in respect of the stores to which the alterations applied. In all other respects the contract shall remain unaltered.

(9) **SAMPLES:-**

1) Advance Samples: Where an advance sample is required to be approved under the terms of the contract the contractor shall submit the sample free of cost to the Council/Institute within the time specified in the Acceptance of Tender. If the contractor is unable to do so, he must apply immediately to the office issuing the Acceptance of Tender for extension of the time stating the reason for delay. If the Secretary/Director is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified and his decision shall be final with or without alternation in three delivery period stipulated in the Acceptance of tender and on such conditions as he deems fit in the event of the failure of the contractor to deliver the advance sample by the date specified in the Acceptance of Tender or any other date to which the time may be extended as aforesaid by the Secretary/Director shall be entitled to cancel the contract and if so desired, purchase or authorize the purchase of the stores at the risk and cost of the contractor, in that case the provision of clause 14 shall apply as far as applicable.

2) Unless otherwise provided in three contract all samples required for test shall be supplied by the contractor, free of cost. Where a sample or whatever remains of the sample after examination and test, will be returned to the contractor at his requested and cost within three months of the date of such rejection. The reasons for rejection shall be communicated to the contractor.

3) Marking: Samples submitted shall be clearly labeled with the contractor's name and address and the Acceptance of Tender number.

4) If the contractor submits a sample whether with, before or after the tender, the same shall not govern the standard of supply when it has been so specifically stated in the Acceptance of Tender.

5) Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk before the sample has been approved unconditionally, shall be borne by the contractor and shall not claim any compensation in the event of such sample being found unacceptable by the Council/ICAR Research Complex for Eastern Region.

6) The rejection of the sample of the sample by the Inspection authority shall be final and binding on the contractor.

7) Where the contract does not required any advance sample to be approved the contractor may before proceeding with bulk manufacture or delivery of the stores, if he so desires, submit for inspection & sample of the stores in which case quantity not less than 01 (one) percent of the total quantity to be supply shall be submitted. The contractor shall not, however, be entitled to be entitle to be shown any consideration or given any extension of time or claim to be exonerated from completing the delivery within the stipulated period only on the ground of delay in the approval of such sample.

8) If under the contract supplies are governed by a sealed pattern,; the contractor shall be bound to examine such pattern before preparing a sample or manufacturing the store ion bulk as the case may be.

9) Loan of Samples: If a certified sample is lent to the contractor, it will bear a label containing inter-alia variations known to the Council/ICAR Research Complex for Eastern Region, between the said sample and the stores desired. If the contractor finds any further variations between the sample and the particulars or specification mentioned in the schedule he shall at once refer the matter to Council/ICAR Research Complex for Eastern Region. The contractor shall not detach the said label from the certified sample and if for any reason the said label gats detached, the contractor shall at once return the certified sample to the Council/ICAR Research Complex for Eastern Region, Patna, for attaching a fresh label.

10) **RETURN OF PARTICULARS:**

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

11) **RISK OF LOSS OR DAMAGE TO COUNCIL OR PURCHASER'S PROPERTY:**

1. All the property of the Council or purchaser loaned what her with or without deposit of the contractor in connection with the contract shall remain the Property of the council or the purchaser, as the shall remain the property for the purpose of the execution of the contract and for no other purpose whatsoever.
2. All the property shall be deemed to be in good condition when received by the contractor unless he shall have within seven days of the receipt thereof, any defect in the condition or quality of such property shall be deemed to have lost the right to do so at any subsequent stage.
3. The contractor shall return all such property and shall be responsible for the full value thereof to be assessed Secretary/Director whose decision shall be find and binding on the contractor. The contractor shall be liable for loss or damage to such property form whatever cause happening while such properly is in the possession of or under the control of the contractor, his servants, workman, or agents.
4. Where such property is insured by the contractor against loss or fire at the request of the Council of Purchaser such insurance shall be deemed to be effected by way of additional precaution and shall not prejudice the liability of the contractor as aforesaid.

12) **PACKING:**

1. The contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provide 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 packing cases, boxes tins, drums and wrapping) in the stores are supplied by the contractor, shall be considered as non-returnable and their cost as having include in the contract price.
3. If the schedule provided that the containers shall be returnable, they must be marked “returnable” and they will be returned to the contractor as per terms of the contract.
4. If the schedule provided that returnable containers shall be separately charges, they shall be invoiced by the contractor at the price satisfied in Acceptance of Tender. In such cases, the contractor shall give full credit for the involved amount if the containers are returned the contractor. Return of containers shall be made within a reasonable time and in the even of any dispute or difference arising as to whether the container were so returned the decision of the Secretary/Director thereon shall be final and binding and the 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 contract shall be marked by the contractor at his own expense. Such marking shall be distinct (all previous irrelevant markings being carefully obliterated) and shall clearly indicate the description & quantity of the stores, the name & address of the consignee, the gross weight of the package & the name of the contractor with a distinctive No or mark sufficient for the purpose of identification. All marking shall be carried out with such material as may be found satisfactory by the Council/ICAR Research Complex for Eastern Region, Patna as regards quickness of drying, fastness, indelibility.
6. The Council/ICAR Research Complex for Eastern Region, Patna may reject the stores if the stores are not packed &/or marked as aforesaid & in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Council/ICAR Research Complex for Eastern Region, Patna shall be final & binding on the contractor.
7. If the contractor fails to carry out or comply with any instruct. Issued to him by the Council/ICAR Research Complex for Eastern Region, Patna. before onward dispatch of the stores within a reasonable time Council/ICAR Research Complex for Eastern Region, Patna, may it can out & comply with them at the & expenses of the contractor.
8. Each bale or package shall contain a packing note specifying the name & address of the contractor, the number & date of the Acceptance of tender or supply order & the designation of the Purchase Officer issuing the Supply Order, the description of the stores & the quantity contained in such bale or package.

13) **CHARGES FOR WORK NECESSARY FOR COMPLETION OF CONTRACT:-**

The contractor shall pay all charges for handing, stamping, marking & for protecting & preserving patent rights & for all such measures which the Council/ICAR Research Complex for Eastern Region, Patna may require the contractor to take for proper completion of the contract though no special provision in respect there of may have been made in the particulars.

14) **DELIVERY:-**

- 1) The contractor shall deliver the stores in accordance with the condition of the contract at the time/times and at the place/places and in the manner specified in the contract shall comply with the instructions that the Secretary/Director may from time to time give regarding the safe transit of the stores.
- 2) Passing of property:- Property in the stores shall not pass to the purchaser unless and until the stores have been delivered to the consignee in accordance with the condition of the contract.
 - a) In case where stipulation is for:-
 - i) Local delivery, or
 - ii) Free delivery at the specified destination, and
 - b) If any other case where the contractor has obtained the receipt consignment note, the bill of lading or the warehouse certificate as the case may be, in accordance with the terms of the contract.
 - c) The purchaser shall not be liable to assist in securing or to arrange for/provide transport to the contractor, unless it is specifically stated in the contract notwithstanding the transport of the stores controlled by or under the orders of the Council/ ICAR Research Complex for Eastern Region, Patna.
- 3) The purchaser shall not be liable to assist in securing or to arrange for/provide transport to the contractor unless it is so specifically stated in the contract notwithstanding the transport of the stores controlled by or under the orders of the Council/ ICAR Research Complex for Eastern Region, Patna.
- 4) Time for and date of delivery, the essence of contract:- The time of and the date of delivery of the stores stipulated in the contract shall be deemed to be the essence of the contract and delivery must be completed not later than the date specified.
- 5) Facilities to the purchaser's Representative:- The contractor shall allow reasonable facilities & free access to his works & records to purchaser's Representative, as may be nominated by Secretary/Director 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 contractor shall where the stores are ready for inspection & test, send a notice in writing to the purchaser's Representative specifying the place, where inspection is offered & the purchaser's Representative shall on receipt of such notice notify to the contractor the date & time when the stores would be inspected.

Notes: This clause is applicable only in respect of contracts, which provide inspection before delivery at the consignee's stores/workshop etc.

- 7) Failure and termination:- If the contractor fails to deliver of the stores or any installment thereof within the period fixed for such delivery or at any time repudiates and contract before the expiry of such period the Secretary/Director may without prejudice to the right of the purchaser recover damage for breach of the contract:-
 - (i) Recover from the contractor as agreed liquidate damage and not or way of penalty a sum equivalent to 2% of the price of any stores, which the contractor has failed to deliver within the period for delivery in the contract for each month or part of a month during which, the delivery of such stores 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 contractor, on the account and the risk of the contractor, of the stores not so delivered or others of similar description (where stores exactly complying with particulars are not in the opinion of the Secretary/Director, 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 & portion thereof and if so desired purchase or authorize the purchase of the stores not so delivered or other of similar description (where stores exactly copying with particulars and not in the option of the Secretary/Director, which shall be final, readily prosecutable) at and cost of the contractor.

Where action is taken under sub-clause ii) or sub clause iii) above, the contractor shall be liable for any loss which the purchaser may sustain on that account of purchase, in case of failure to deliver the store 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 contractor 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/Director. It shall not be necessary for the purchaser to serve risk the notice of such purchase on the contractor.

8) Where delivery is affected within 21 days of the contract delivery period and not any extended date of delivery, the same will be accepted by the purchaser unless the contract specifically provides that those provisions 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 contractor shall further supply to the consignee a packing account quoting number of the acceptance of tender and or supply or repeat order and date of dispatch of stores. All packages containers, bundles and loose materials part of each and every installment shall be fully described in the packing account and full details of the contents to check the stores on arrival at destination. The railway receipt/confinement note or bill of landing, if any shall be forwarded to the consignee by registered post, immediately on the dispatch stores. The contractor shall bear and reimburse to the purchaser demurrage charges, if any, paid by reason of delay on the part of the contractor in forwarding the railway receipt, consignment note or bill of landing.

15) **PROGRESS REPORT:-**

1) The contractor shall from time to time tender such reports concerning the progress of the contract and/or supply of the stores in such form as may be required by the Secretary/Director.

2) The submission, receipt and acceptance of such reports shall not prejudice the right of the purchaser under the contract nor shall operate as an estoppel 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.

16) **FREIGHT :**

1) The stores shall be dispatched at public tariff rates.

2) In the case of a for station of dispatch, the stores shall be booked at full wagon rates wherever 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 contractor liable for any available expenditure caused to the purchaser.

3) Where alternative routes exist the Secretary/Director shall if called upon so to do, indicate the most economical route available or name the authority whose advice in the matter should be taken & acted upon. If any advice of authority is sought his decision or advice in the matter shall be final and binding on the contractor.

17) **INSPECTION AND REJECTION :**

1) **Facilities for test and examination :** The contractor shall at his own expenses offer to the purchaser's Representative all reasonable facilities and such accommodation as may be necessary for satisfying himself that the stores 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 contractor's work for inspection of the stores or any part thereof or material at his premises or at any other place specified by the purchaser's representative and if he contractor has been permitted to employ the service of a sub-contractor, he shall in his contract with the sub-contractor, reserve to the purchase representative a similar right.

2) **Cost of test:** The contractor shall – provide, without any extra charge, all materials, tools, labor and assistance of every kind which the purchaser's representative may demand of him for any test, examination, other, than special or independent test which, he shall require to be made on the contractor's premises, and the contractor shall bear and pay all costs attendant thereon. If the contractor fails to comply with the conditions aforesaid the purchaser's representative shall in his sole judgment be entitled to remove for contractor to any premises other than his (contractor's) and in all such case the contractor shall bear all the cost of transport and/or carrying out, such tests elsewhere. A certificate in writing of the purchaser's representative that the contractor has failed to provide the facilities and the means for the test and examination shall be final.

3) **Delivery of Store for Test :** The contractor shall also provide and deliver for test, free of charges, at such place other than his premises at the purchaser's representative may specify such material or stores as he may require.

4) **Liability for cost of Laboratory Test :** In the event of rejection of stores 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 of test to be not in conformity with the contract/or in the event of the failure of the contractor for stipulated period, the contractor, shall on demand, pay to the purchaser all cost incurred in the inspection and /or test. Cost of test shall be assessed at the rates 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 store of materials forming part of the same or any thereof to such tests as he may think fit and proper. The contractor shall not be entitled to object on any ground whatsoever to the method of testing by the Purchaser's adopted Representative.
- 6) **Stores expended in Test :** If the test proves satisfactory and the stores or any installment thereof is accepted, the quantity of the stores or materials expended in test will be deemed to have been taken delivery of by the purchaser and be paid for as such.
- 7) **Purchaser's Representative:** Final authority and to certify performance. The purchaser's representative shall have the power :
- i) Before any stores, or part thereof as 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 stores 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 think fit he is satisfied that the same is unsatisfactory.
 - iv) To mark the reject stores with a rejection mark so that they may be easily identified if resubmitted.
- 8) **Consequence of Rejection :** If on the stores being rejected by the purchaser's representative or consignee at the destination, the contractor fails to make satisfactory supplies within the stipulated period of delivery the Secretary/ Directory shall be at liberty to :
- i) Allow the contractor to resubmit the stores in replacement of those rejected within a specified time, the contractor bearing the cost of freight. If say, on such replacement without being entitled to any extra payment or that account or.
 - ii) Purchaser or authorize the purchase of quality of the stores rejected or other of a similar description (when stores exactly complying with particulars are not in the opinion of the Secretary/Director, which shall be final, readily available without notice to the contractor at his risk and cost without affecting the contractor's liabilities are regards the supply of any further installment due under the contract or.
 - iii) Cancel the contract and purchased or authorize the purchase of the stores or others of a similar description when stores exactly complying with particulars are not in the opinion of the Secretary/Director which shall be readily available at risk and the cost of the contractor, 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 decision as regards the rejection shall be final and binding on the contractor.
- 10) Where under a contract the price payable is fixed on FOR station at dispatch basis, the contractor shall, if the stores 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 in schedule the examination of the stores will be made as soon as practicable after the same have been submitted for Inspection and the result of the examination will be notified to the contractor.
- 12) **Marking of Stores :** The contractor shall if so required at his own expenses mark or permit the purchaser's representative to mark all the approval stores with a recognized Council's or purchaser's mark. The stores which cannot be so marked shall, if so required by the purchaser's representative, be packed in suitable package or case each of which shall be sealed and marked such mark.
- 13) **Removal of Rejection :**
- (a) Any stores submitted for inspection at a place other the premises of the contractor subject as herein after provided, within fourteen days of the date of receipt of initiation of such rejection. If it is proved that letter containing such intimation and addressed to him & posted at the address mentioned in the schedule, it will be deemed to have been served on the contractor at the time when each letter would be in course of ordinary post reach the contractor. It shall be competent for the purchaser's representative to call up to the contractor to remove what he hours of the receipt of such intimation.

(b) Such rejected stores shall under all circumstances lie at the risk of the contractor from the moment of such rejection and if such stores are bit removed by the contractor within the period aforementioned the purchaser's represented way either return the same to the contractor at his risk and cost in such mode of transport as the Secretary/Director or purchaser's representative may select or dispose as such of the proceeds as may be necessary to cover any expenses incurred in connection with such disposal. The purchaser's shall also be entitled to recover handling and storage charge for the period during which the rejected stores are not removed.

14) **Inspection Notice:** On the stores being found remarkable by the purchaser's representative he shall furnish the contractor with necessary copies of inspection notes duly completed for being attached to the contractor support thereof.

18) RECOVERY OF SUMS DUE :

Whenever any claim for the payment of a sum of money arises out or under the contract against the contractor; the purchaser shall be entitled to recover such sum by appropriating in whole or in part of the security, if any, deposited by the contractor, and for the purpose aforesaid, shall be entitled to sell and or realize securities forming the whole or part of any such security deposit. In the even of the security has been taken from the contractor, the entire sum recoverable shall be recovered by appropriating any sum then due to or which at any time thereafter may become due to the contractor under the contract or any other contract with the Purchaser or Council/ICAR Research Complex for Eastern Region or any person contracting through the Secretary/Director, if such sum even be not sufficient to cover the full amount recoverable the contractor shall on demand pay to the purchaser the balance remaining due.

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

18) (a) SET OFF: Any sum of money due and payable to the contractor (including security deposit returnable to him) under the contract) under the contract may be appropriated by the Secretary/Director and set-off against any claim of the purchaser or Council/ICAR Research Complex for Eastern Region for the payment of a sum of money arising out of or under any other contract made by the contractor with the Council/ICAR Research Complex for Eastern Region.

19) PAYMENT UNDER THE CONTRACT:

Payment for supply of stores and equipments etc. shall be made on the submission of bill in respect of goods delivered and accepted by the Purchaser within a reasonable period say 30 days. No advance payment either directly or through bank is admissible payment terms qualified by such VACUE AND INDEFINITE EXPRESSIONS SUCH AS 90% AGAINST DOCUMENTS THROUGH BANK "10% IN ADVANCE WITH THE ORDER" WILL NOT BE CONSIDERED.

20) LAWS COVERING THE CONTRACT:

1. The contract shall be governed by governed by the laws of India for the time being in forced.
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 tender has been issued.
3. Jurisdiction of Courts: The marking of stores must comply with the requirements of the laws relating to Merchandise Marks for the time being in force in India.
4. Marking of Stores: The marking of stores must comply with the requirements of the laws relating to Merchandise Marks for the time being in force in India.

21) INDEMNITY:

(1) The contractor shall be at all times indemnity purchaser against all claims, which may be made in respect of the stores fro infringement of any rights protected by patent; registration of design or trade mark. Provided always that in the event of any claim in respect alleged breach of letters patent, registered designs of trade mark being made against the purchaser, the purchaser shall notify the contractor of the same and the contractor shall at his own expense either settle any such dispute or conduct any litigation that my arise there from.

(2) The contractor shall not be liable for any payment 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 of the Council/ICAR Research Complex for Eastern Region or the purpose of making use of patent or trademark for fulfillment of the contract.

22) CORRUPT PRACTICES :

(1) The contractor shall not offer or give or agree to give to any person in the employment of the purchaser or working under the order of the Secretary/Director any gift of consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or any act in relation to the obtaining or execution of the contract or another contract with the Council/ICAR Research Complex for Eastern Region or for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Council/ICAR Research Complex for Eastern Region. Any breach of the aforesaid condition by the contractor, or any one employed by him or acting on his behalf (whether with or without knowledge of the contractor) or the commission of any offence by the contractor or by one employed by him or acting of his behalf under Chapter IX of the India 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/Director to cancel the contract and all or any other contracts with the contractor and to recover from the contractor the amount of any loss arising from such cancellation in accordance with the provisions of Clause – 14.

(2) Any dispute of difference in respect of either the interpretation effect or application of the above condition shall be decided by the Director General, Indian Council of Agricultural Research, New Delhi or his nominee whose decision shall be final & binding on the contractor.

23) INSOLVENCY AND BREACH OF CONTRACT :

The Secretary/Director may at any time, by notice in writing, summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

(1) If the contractor being an individual or if a firm, any partner thereof, shall at any time be adjusted insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding of 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 be dissolved under the Partnership Act, or

(2) If the contractor 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 arisen which entitle the court of Debenture holders to appoint a Receiver, liquidator or Manager, or

(3) If the contractor commits any breach of the contract not herein specifically provided for : Provided always that such determination shall not prejudice any right action or remedy which shall have accrued or shall accrue thereafter to the contractor for any extra expenditure he is thereby put to, the contractor shall under no circumstances be entitled to any gain on repurchase.

24) ARBITRATION:

In the event of any question, dispute or difference arising under these contract (except as to any matters the decision of which is specially 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 Govt. of Indian Servant/Council's Servant that he had dealt with the matters to which the contract relates or that in the course of his duties as a Govt. of Indian 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 & 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, ICAR to appoint another 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 referred to arbitration at all.

The arbitration 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 costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.

Subject as aforesaid, the Arbitration Act, 1940 and the rules there under and any statutory modification thereof for time being in force shall be deemed to apply to the arbitrator under this clause.

Work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or payable by the purchaser be with held 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", "ICAR" means the Director General, Indian Council of Agricultural Research or the time being and includes, if there be no General, ICAR, the officer who is for time being the administrative head of the ICAR whether in addition to other functions of otherwise.

SPECIAL INSTRUCTIONS :

1. Purchaser: ICAR Research Complex for Eastern Region, Patna.
2. The stores are required by (time indicated in supply order). Please quote earliest possible guaranteed date by which you can offer supply.
3. Consignee: Director, ICAR Research Complex for Eastern Region, ICAR Parisar, P/o - Bihar Veterinary Collage, Patna – 800 014 (Bihar), INDIA.
4. Tender must quote clear terms indicating F.O.B. (Free on Board) / FAS (Free at ship port of export for Imported stores & FOR (Free on Rail)/ Station dispatch for indigenous as applicable. Incomplete tender is liable to be ignored.
5. Condition of contract as contained in special/general conditions or contract & schedule and annexure to the tender attached herewith.
6. Tenderers are bound to accept order for additional quantity (upto 25%) at the rate quoted only, if order is placed on them within six months from the date of issue Acceptance of Tender.
7. In case the tendered wants to furnish in separate covering letter any additional information particulars or quote conditions (e.g. those relating to allowance discount, rebate etc.) which cannot be accommodated in the tender form, an indication to that effect should be given in the tender form by means of note in the absence of such should be given in the tender form, the contents of the covering letter will be ignored in consideration of tender.
8. Firms should note that it is desired that their offer should remain open for acceptance for 90 days from the date of opening the tender. If the firms are unable to keep their offers open for the specified period then upto what date they want their tender to remain open for acceptance must be stated clearly. In the absence of such an indication in the tender form, it will be assumed that their offers will remain open for acceptance for the period as specified in the schedule to Tender.
9. Unattested amended figures, overwritten figures will not be considered.
10. (a) Where there is provision for payment of Sales Tax, it will only be paid, if registration number both under State and Central Sales Tax Rules/Act are specifically mentioned on the bill/invoice.

(b) Photostat copy, duly attested as correct, of the Sales Tax declaration to the effect that the firm is registered under the Sales Tax department, and

(c) 3-GA (5) or 3/ga (2) Form, as the case may be, should be attached alongwith each bill of supply, the purchase tax as may be applicable, will be deducted from each bill of supply.
If the above requirements are not fulfilled and Photostat copy of registration certificate issued by the Sales Tax Department is not attached with the tender form, the tender may not be accepted even though the rates may be the lowest.
11. **The Institute does not issue any 'C' or 'D' forms.**
12. Manufacturer name, their trademark and Brand, if any, should invariably be mentioned in the tender. Illustrated Leaflets giving technical particulars, operation manual etc. should be sent alongwith the tender to facilitate consideration of offer.

Date: _____

(Signature of the Tenderers)

NIT No. _____ Reference: _____

Full Name & Address of the Tenderer
In addition to Post Box No., if any,
should be quoted in all communications
to this officer.

1. Contractor's Telegraphic Address :
2. Telephone No.
3. Telex No.
4. Code used.

From :

M/s _____

To,

**The Director,
ICAR-Research Complex for Eastern Region
ICAR Parisar, P/o - Bihar Veterinary Collage,
Patna – 800 014 (Bihar), INDIA**

Dear Sir,

I/We hereby offer to supply the stores detailed in the schedule here to or such portion thereof as you may specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till _____, I/We shall be bound by a communication of acceptance dispatched within the prescribed time.

2. I/We understood the institution to Tenderers & conditions of contract included in the General Conditions of Contract covering contracts of Contract covering contracts placed by the Indian Councils of Agricultural Research and Research Institutes under it & in the special conditions of contract & have thoroughly examined the specification drawing &/or pattern quoted in the schedule thereof &/are fully aware of the nature of the stores required & my/our offer is to supply stores strictly in accordance with the requirements.

3. The following have been added to & form part of this Tender _____.

Yours faithfully,

(SIGNATURE OF THE TENDERER)

Address: _____

Signature of witness: _____

Address: _____



पूर्वी क्षेत्र के लिए भारतीय कृषि अनुसंधान परिषद का अनुसंधान परिसर
ICAR RESEARCH COMPLEX FOR EASTERN REGION
(भारतीय कृषि अनुसंधान परिषद INDIAN COUNCIL OF AGRICULTURAL RESEARCH)

आई.सी.ए.आर. परिसर, पोस्ट – बिहार भेटनरी कॉलेज, पटना – 800014 (बिहार), भारत
ICAR Parisar, P/o - Bihar Veterinary Collage, Patna – 800 014 (Bihar), INDIA
फोन सं. Phone No. (0612) 2228805, 2228882*104, फैक्स सं. Fax No.2223956, Website - <http://www.icarrcer.org>

ANNEXURE TO SCHEDULE TO TENDER

(To be returned by Tenderers alongwith the Tender duly signed).

1. **GENERAL:** Tenderers should furnish a clear declaration as follows:-

I/We declare that I am/we are:-

- (i) Manufactures.
- (ii) Manufacturer's authorized agents
- (iii) Holders in stock of the stores tendered for

(Strike out what is not applicable)

2. **CONDITIONS OF CONTRACT:** Printed on cyclostyled or such terms & conditions of the tendering firms not appearing in the body of the tender will not be considered as forming part of their tender. Tendering firms should, quote on the basis of the conditions referred to in a Para-I of the Invitation to Tender & Instructions to Tenderers. In case any terms and conditions of contract applicable to this invitation to Tender are not acceptable to the tendering firms, they should specifically state deviation there form the body of their tender.

3. **EVIAION FORM SPECIFICATION:** It is in the interest of the Tenders to study the specification drawing etc. specified in the tender schedule thoroughly before quoting so that if any deviations are made by the Tenders the same are promptly brought out in the body of their tender.

4. **PRICE:**

- (a) Price must be in terms of new coinage system, viz. Rupees and Paise.
- (b) The unit prices should be for the same units indicated in the schedule to tender enquiry and not any other unit.
- (c) Price quoted should be invariably for delivery station of destination (of despatch) in India & exclusive of charge as packing, forwarding, freight insurance, excise, custom, duty, octroi etc., where ever applicable, which should be indicated separately in clear terms as mentioned in item 9 of invitation to tender & instructions to tenderers.
- (d) Quantity discount, if any, should be indicated prominently.
- (e) The F.O.R. station of dispatch prices shall be deemed to include free delivery to the consignee situated within Municipal Corporation limits/a radius of 20 kilometres from the firms premises in case of local delivery.
- (f) Offers on firm price basis will only be accepted.

5. **CUSTOM DUTY:**

- (i) For imported stores offered against forward delivery, the tenderers shall quote price thereof exclusive of custom duty.
- (ii) In cases where all the Tenderers have quoted only for imported stores against forward delivery, the tenders will be on prices exclusive of customs duty. In such cases, the amount of customs duty as legally leviable calculated with reference to the tariff value of the stores declared by the Tenderers in their tender, but not exceeding the actually paid, will be reimbursed to the successful tenderer.

(iii) Customs Duty actually paid, not exceeding the amount legally leviable, will be provisionally reimbursed to the successful tenderer to the extent of 90% on production of relevant document (bill of entry etc.) along with advance payment of 90% that may be stipulated in contract provided that the said imported stores are delivered in full or before the date quoted in the contract and accepted by the Council, ICAR Research Complex for Eastern Region, Patna in case of delay in the delivery thereof, only 90% of the customs duty as defined above will be provisionally reimbursed. All such provisional reimbursement of customs duty as defined above will be subject to final adjustment on satisfactory completion of the supply stipulated in the contract. It is a specific condition of this Tender enquiry that any increase in customs duty payable or paid by the successful tenderer after the date delivery stipulated in the contract shall not be reimbursed.

(iv) If the purchaser is of the opinion that the Customs duty has been wrongly assessed either because of wrong classification or any reason whatsoever, the supplier shall be bound at the request of the purchaser to pursue all legal remedies to challenge that assessment at the suppliers cost. If as a result of such proceedings a refund is obtained, it shall be deposited forthwith by the supplier with the Director, ICAR-RCER, Patna.

6. TRANSIT INSURANCE:

The purchaser will not pay separately for transit insurance unless asked for specifically. The supplier will ensure that the entire stores contracted for arrive in good condition at destination.

The consignee will, as soon as possible, but not later than 30 days of the date of arrival of stores at destination, notify the supplier of any loss or damage to the stores that may have incurred during transit.

Tender/quotations in which transit insurance cost has been claimed as an extra, may not be considered.

7. PRICE PREFERENCE FOR EARLIER DELIVERY: It should be noted that if a contract is placed on a higher tenderer as a result of this invitation to tender in preference to the lowest acceptable offer in consideration of offer of earlier delivery, the supplier will be liable to pay to the Council/ICAR-RCER the difference between the contract rate & that of the lowest acceptable tender on the basis of an FOB destination including all elements of freight, sales tax, local taxes, duties & other incidentals in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender & incorporated in the contract. This is an addition to & without prejudice to other rights under the terms of the contract.

8. PAYMENT TERMS :

(i) The standard terms of payments as embodied in the General conditions of contract and/or special conditions of contract will apply and no relaxation will be possible.

(ii) If payment is desired to be made to the supplier's Bankers or other parties, the endorsement must be completed in the bill from & signed separately and the word self scored out. In addition, a power of attorney on the Bankers or the party concerned to receive payment on behalf of the contractor.

9. ADDITIONAL PARTICULARS TO BE FURNISHED BY THE TENDERER:

Tenderers shall submit along with their tenders:-

(i) An Income tax clearance certificate (duly countersigned by Income Tax Officer of the circle concerned under the seal of his office).

(ii) Name & full address of their Banker.

(iii) Performance statement duly signed by them regarding supplies made by them against contract received from the DGS&D, Chief Controller of Printing & Stationery (Govt. of India) for similar stores for the past three years. In case the tenderer has not secured any contract during the past three years he should give the performance against earlier contract placed on him, if any.

- (iv) The equipment they possess for the manufacture of the stores & for quality.
- (v) A copy of running rate contract, if any, concluded by DGS&D in station office, Kolkata.

Note :- Tenders not containing the above particulars are liable to be ignored.

10. **GUARANTEE/WARRANTY:** The tenderers shall furnish along with their quotations the under noted guarantee/ warranty :-

- (i) Guarantee that they will supply spare parts of & when required on the agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogues or on agreed percentage of profit on the landed cost.
- (ii) Warranty to the effect that before going out of production for spare parts they will give adequate advance notice to the purchaser of the equipment. So that the latter may undertake the balance of the life time requirements.

OR

- (iii) The contractor shall furnish the following warranty in case contract is placed on him :-

The contractor /seller hereby declares that the goods/stores, articles sold to the buyer under this contract shall be of the best quality & workmanship & shall be strictly in accordance with the specifications & particulars contained/mentioned in the clause 8 of general conditions of contract application to contracts placed by the ICAR or Research Institute under it & sub-clause hereof & the contractor/seller hereby guarantees that the said goods/stores/articles would continue to conform to the description & quality aforesaid for a period of one year from the date of delivery of the said goods/stores/articles to the purchaser & that notwithstanding the facts that the purchaser (Inspector) may have inspected and/or approved the said goods/stores/articles, be discovered not to conform to the description & quality aforesaid or have deteriorated (& the decision of the purchaser in that behalf will be final & conclusive) the Purchaser will be entitled to reject the said goods/stores/articles or such portion thereof which may be discovered not to conform to the said description & quality. On such rejection the goods/stores/articles will be at the seller's risk and all the provision herein contained relating to rejections of goods etc, shall apply. The contractor/seller shall, if so, be called upon to replace within a period as may be extended from time to time by the purchaser in his discretion on an application made thereof by the contractor/seller or the goods/stores articles or such portion thereof as is rejected by the Purchaser & in such an event the above mentioned warranty period shall apply to goods/stores/articles replaced from the date of replacement thereof otherwise the contractor/seller shall pay to the purchaser such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise.

11. **JURISDICTION :**

All questions, disputes of difference under, out of or in connection with the contract if concluded, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction the place from which the Acceptance to Tender is issued, is situated i.e. Patna.

(Signature of Tenderer)

Date :

TENDERERS MUST GIVE SPECIFIC ANSWERS AGAINST EACH OF THE FOLLOWING QUESTIONS.
TENDERS CONTAINING EMBIGGLED OR EVASIVE REPLIES WILL BE IGNORED.

1. Whether stores offered conform to particulars quoted in the schedule:
if not details of deviations must be stated here:
2. (i) Brand :
- (ii) Name & address of manufacturer :
- (iii) Station of manufacturer :
3. Guaranteed date by which delivery can be completed :
4. Packing that is proposed to be employed :
Whether specification packing will be adhered to
5. Whether sample submitted :
6. GROSS WEIGHT OF CONSIGNMENT :
Net weight of each item
7. Whether you agree to the inspection clause :
as stipulated
8. Stock in hand at the present time consist of :
(a) Held by us.....
(b) Held by M/s..... over which we have secured an option.
9. Stock enrooted to India.
10. If the stores offered are manufactured in India whether all the raw materials, components etc; used in their manufacture are also produced in India. If not, give details of materials components, etc; that are imported and their countries of origin. A clear break up of the indigenous and imported components together with their value and the proportion it bears to the total value of the stores should also be given.
11. Raw materials are held in stock sufficient for the manufacture of.
12. (i) State specifically whether the price tendered by you is to the best of your knowledge and belief, not more than the price usually charged by you for the stores of the same nature, class or description to any private purchaser domestic or foreign, as well as purchaser Government, Autonomous organization etc., If not, state the reasons thereof and also indicate the margin of difference.

(iii) In respect of indigenous stores for which there is controlled price fixed by law, the price quoted shall not be higher than the controlled price. If the price quoted exceeds the control price the reason thereof shall be specifically stated.
13. Business name and constitution of tendering firm registered under:-
(i) The India Companies Act. 1956
(ii) The Indian Partnership Act. 1932 (please give the name of parties).
(iii) Any Act. If not, who are the owners (please give the full names).
14. Do you agree to the arbitration clause stipulated? (your acceptance or not acceptance on this clause will not influence the decision of the tender. It should be noted that an omission to answer the above question will be deemed as an acceptance of the clause.

(FOR PARTNERSHIP FIRMS WHETHER REGISTERED OR NOT REGISTERED UNDER INDIAN PARTNERSHIP ACT 1932)

Should the answer to this question by a partnership firm be in the affirmative, please state further:

- (a) Whether by the partnership agreement authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.
- (b) If the answer to (a) is in negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.
- (c) If the answer to either (a) or (b) is in the affirmative, have you already furnished a copy of either the partnership agreement or the general power of attorney as the case may be Directorate of water Management Research. Please quote the reference to the communication by which this was done.

N.B. : If a copy of neither the partnership agreement nor the general power of attorney has previously been furnished to the Directorate of water Management Research please attach to the tender copy of other documents on which reliance is placed for authority of partner of the partners signing the tender to refer disputes to arbitration. The cost should be attested by a notary public or its execution should be admitted by affidavit on a properly stamped paper by all the partners.

II. Where authority to refer disputes to arbitration has not been given to the partner signing, the tender must be signed by every partner of the firm.

15. (FOR MANUFACTURING FIRMS)-

- (i) What is your installed capacity?
- (ii) What is your working capacity?
- (iii) What is the existing load?
- (iv) What portion of your capacity are you prepared to reserve and allocate to this Rate Contract?

16. (FOR SOLE AGENTS/STOCKIST)

- (i) What is your present stock?
- (ii) What is the volume of orders (Including Government and others) pending with you at present?
- (iii) What is the rate of low of stocks?
- (iv) What is the rate of issue?

- 17. (i) What stock you will maintain at each important centre in India.
(ii) What is the time and rate required for replenishment of the stocks at these rates?

18. Whether earnest money has been deposited? If so, the receipt No. date & Amount deposited quoted.

Date: _____

(Signature of Tenderer)

Note: Clauses not required in a particular Tender should be scored out duly authenticated before issuing tender documents to the intending Tenderers.