



भाकृअनुप - केन्द्रीय खारा जलजीव पालन अनुसंधान संस्थान
ICAR - CENTRAL INSTITUTE OF BRACKISHWATER AQUACULTURE

ISO 9001:2008 CERTIFIED www.ciba.res.in



(Indian Council of Agricultural Research, Govt. of India) 75, Santhome High Road, Raja Annamalai Puram, Chennai - 600028, Tamil Nadu, India

F.No.10-14/2020-21/ST

Date: 02.12.2020

TENDER NOTICE FOR ANNUAL RATE CONTRACT 2020-21

Sealed quotations/bids are invited on behalf of the Director, CIBA, Chennai from the recognized service providers to enter into annual rate contract (ARC) to analyze the following chemicals by LC – MS – MS.

Sl.No	LIST OF CHEMICALS
1.	<u>Pesticides:</u> Malathion, Emamectin benzoate, Lufenuron, Deltamethrin
2.	<u>Antibiotics:</u> Florfenicol, Chloramphenicol, Nitrofurazone, Oxolinic acid, Tetracycline, Furazolidone, Sulphadimethoxime.

Annual rate contract (2020-21) is proposed for:

A. CIBA headquarters, Chennai, Tamil Nadu - 600028

B. Kakdwip Research Centre, Kakdwip, West Bengal-743 347

C. NGRC-CIBA, Navsari, Gujarat -396450

Published Date	2 nd December 2020 (04.00 PM)
Bid Document Download Start Date	2 nd December 2020 (04.00 PM)
Bid Clarification Start Date	2 nd December 2020 (04.00 PM)
Bid Clarification End Date	14 th December 2020 (03.00 PM)
Bid Submission Start Date	2 nd Decemberr 2020 (04.00 PM)
Bid Submission End Date	15 th December 2020 (03.00 PM)
Bid Opening Date	16 th December 2020 (03.00PM)



CIBA

केन्द्रीय खारा जलजीव पालन अनुसंधान संस्थान

ICAR - CENTRAL INSTITUTE OF BRACKISHWATER AQUACULTURE

Annual rate contract (2020-21)

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SECTION : 1 – BID SCHEDULE

Tender No.	F.No.10-14/2020-21/ST
Tender Date	27.11.2020
Validity of bid	180 days from the date of submission of offer.
Item Description	Annual Rate contract to Analyze the chemicals by LC – MS – MS.
Tender Type	CPPP (e procurement system)
Last date & Time of submission of Tender/Tender related information	15.12.2020 03.00 PM
Date & Time of Technical Bid opening	16.12.2020 by 03.00 PM
Place of opening of the bids:	Central Institute of Brackishwater Aquaculture, Chennai – 600028.
Earnest Money Deposit(EMD)	Demand Draft Rs.30,000/- in favour of ICAR Unit CIBA, payable at Chennai from a Nationalized Bank/ Scheduled Commercial Bank.
For any clarification, Contact	AAO(Stores), ICAR-Central Institute of Brackishwater Aquaculture Indian Council of Agricultural Research (Ministry of Agriculture and Farmers Welfare) #75, Santhome High Road, Raja Annamalai Puram Chennai, Tamil Nadu. 600028.

SECTION 2- ELIGIBILITY CRITERIA

1. Copy of the PAN card of the firm.
2. Copy of the IEC Code certificate (if applicable).
3. The Bidder must not be black listed/suspended for any service related dispute with any organization/Govt Organization in India or outside.
4. The bidders submitting their offer must have received and executed order from CIBA/ICAR Institutes or Govt. agencies for the similar items. Copies of such order must be enclosed with the offer. Non submission of such credentials may lead to rejection to the offer.
5. The Bidder should have filed ITR for the last three financial years i.e., 2017-18, 2018-19 & 2019-20, Copy of the ITRs and filed acknowledgement to be submitted.
6. If the Bidder is a Local Distributor/Dealer/Stockiest, **it is mandatory to attach latest authorization certificate issued after the issue of this Tender Notice along with the bid.**
7. Acceptance of Terms and Conditions-**Section - 4.**

SECTION- 3 INSTRUCTIONS TO BIDDERS

1. Tender Document:

Tender documents along with terms and conditions and other details can be downloaded from CIBA web site www.ciba.res.in. under heading “ Tender” and CPPP site <https://eprocure.gov.in/epublish/app>

2. Preparation of bid:

1. Tenders are invited in two bid system (Technical Bid and Financial Bid) from the reputed Manufacturer’s/Authorized Distributors/Dealers/Service Provider who have the latest authorization from the Principal Company issued after this Tender Notice for entering into Annual Rate Contract- 2020-21 to analyze the following chemicals by LC-MS-MS

Sl.No	LIST OF CHEMICALS
I	<u>Pesticides:</u> Malathion, Emamectin benzoate, Lufenuron, Deltamethrin
II	<u>Antibiotics:</u> Florfenicol, Chloramphenicol, Nitrofurazone, Oxolinic acid, Tetracycline, Furazolidone, Sulphadimethoxime.

2. The Bidder should upload Technical and Financial Bid separately in the cppp (e-procurement) **on or before 15.12.2020 by 3.00 pm.**
3. Price quoted should be in Indian Rupees only. Price should be for delivery at **CIBA, Hqrs, Chennai and its Research Centers at Muttukadu, Tamil Nadu, Kakdwip, West Bengal and Navsari, Gujarat.** Freight, Insurance charges, if any, is to be borne by the Supplier. Similarly, shortage, pilferage, damage if any in transit will be the sole responsibility of the Supplier and the same will be intimated to the Supplier on receipt of goods. **The short/defective supply will have to be replaced by the Supplier within 7 days without any additional cost including freight/insurance charges.**
4. Communication with bidders will be carried out electronically and /or in hard copy. All bidders must provide their current email address, phone number and present postal address for correspondence.

5. Overwriting and corrections will not be accepted. The bid should be complete in all respects and should be duly signed. Each page of the tender and annexure should be signed by the authorized signatory of the firm with seal. Incomplete and unsigned bids will not be considered. The Institute shall not be responsible for any postal delay and delay in receipt of the offer. Delayed/ Late bids will not be accepted under any circumstances.
6. **Latest printed price list/Catalogue (Hard Copy) must be furnished in bound form along with soft copy (CD/Flash drive). An undertaking may be given that the price list being furnished with the proposal will remain valid during the currency of the rate contract. In the price bid only the discount % to be mentioned for the price list/Catalogue which is being uploaded in the technical bid.**
7. The Firms should be registered with Tax Authorities. Copy of the Registration certification along with the copies of PAN Card, GST Number and IEC (if applicable) must be enclosed.
8. There will be no change in price structure during the currency of contract except of the statutory levies which are made applicable by the Govt. through notifications / regulations change from time to time.
9. Prices charged for the stores supplied under Rate Contract should under no event be higher than lowest prices which the party sells to any other Govt. Organization / Private Organizations during the period of contract. Failing which the “FALL CLAUSE” will be applicable. A certificate to this effect may be provided by the firm that the lowest prices (Maximum Discount) have been offered to CIBA. In case it is found that the price charged by the firm is more, the same will be recovered from the subsequent/unpaid bill of the supplier.

CANCELLATION OF TENDER:

Notwithstanding anything specified in this tender document The Director, CIBA in his sole discretion, unconditionally or without having any reason to assign.

- (i) To accept OR reject lowest tender or any other tender or all the tenders
- (ii) To accept any tender in full or in part
- (iii) To reject the tender offer not confirming to the tender norms
- (iv) To give purchase preference to Public Sector Undertakings when applicable as per Govt Policy/Guidelines.

VALIDITY OF THE OFFER: 180 days from the date of submission of offer.

TRANSFER AND SUBLETTING. The seller shall not sublet, transfer, assign or otherwise part with the acceptance to the tender or any part thereof, either directly or indirectly, without the prior written permission of the Purchaser.

EVALUATION OF OFFER:

1. The final acceptance/decision on the Rate Contract will be taken after screening the offers by a duly constituted committee at CIBA which reserves the right to accept/reject the tender wholly or partially without assigning any reasons thereof.
2. The firm who has offered the maximum discount for a given range of items/services of a particular manufacturer like Merck, Qualigens, Borosil etc., will be selected for that product range among those firms who qualify in the Technical Bid Evaluation. In case, more than one agency offering the same discount for a product, the Institute reserves the right to place order with the agency **who has more turnover in the last three financial year.**
3. In case the bidder is silent on any clauses mentioned in this tender document, CIBA shall construe that the Bidder had accepted the clause as per the invitation to tender. No further claim will be entertained.
4. No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.
5. All the discounts quoted should be valid during of the rate contract period.

6. EARNEST MONEY DEPOSIT:

EARNEST MONEY DEPOSIT (EMD)
Rs. 30,000/- (Rupees Thirty thousand only) Exempted for MSME/NSIC vendors/suppliers

An Earnest Money Deposit (EMD) of as shown above, in the form of DD / FDR, Band guarantee drawn in favour of the “**ICAR Unit, CIBA**” payable at Chennai to be submitted within the due date. The Earnest money will be returned to the unsuccessful bidders within 45 days from the date of finalizing the ARC **2020-21**. However, the **earnest money deposit in respect of the successful bidder would be retained as Performance security deposit**. This performance security deposit will be forfeited in case of the breach of contract. After successful completion of the contract, the performance security deposit will be refunded within 60 days after adjusting dues if any to the CIBA from the ARC holder.

Submission of the EMD is mandatory. Non-submission of the same will lead to rejection of the offer. Separate application for each category and DD towards EMD must be submitted. (DD drawn in favour of “ICAR unit CIBA” payable at Chennai.

SECTION 4 - TERMS AND CONDITIONS

Period of the Contract

- a. The Annual Rate Contract (ARC) will be effective for one year from the date of contract and can be extended if it is agreed mutually by both the parties.
- b. The rates shall remain valid for a period of one year and there will be no change in price structure during the currency of the contract except, the statutory levies which are otherwise made applicable by the Govt. through notification / regulations. Enlistment can be cancelled at any time if the firm found as a habitual defaulter or supplying sub-standard material or for any reason or non – compliance of the terms and condition of the ARC.

Delivery Schedule:

- a. Materials should be door delivered at CIBA, Chennai/Kakdwip Research Centre of CIBA, Kakdwip – 743 347, West Bengal and NGRC-CIBA, First Floor Animal Husbandry & Polytechnic Building, Navsari Agricultural University, Eru Char Rasta, Navsari, Gujarat-396450 as per PO.
- b. Delivery must be made within the period as per the Supply order either directly or through their dealer network unless otherwise specified.
- c. If the supplier fails to deliver the order within the allotted delivery period as specified above, the purchaser may procure goods or services similar to those un-delivered upon such terms and in such manner as it deems appropriate from any other firm and the supplier will be liable to the purchase for any excess cost.
- d. **Part supply is normally not acceptable and payment will be done only after completion of the complete supply of all the items/services as per the Supply Order issued.**

Payment

All payments shall be made on bill basis on receipt of the materials in full normally within 20 days from the date of delivery or otherwise specified in the purchase order. The tenderers shall confirm the above payment terms in their tender. To make payment thro' ECS, furnish IFSC/ MICR number etc. as per overleaf **Annexure - 'III'**.

Appointment of Local Dealer / Stockist

- a. The Manufacturers (OEMs) / principals offering for the ARC may furnish the name and address of their local distributor / dealer, so that the copies of orders can be endorsed to them for expeditious supply. In such cases where local dealer / stockist have been nominated by the principal, the bills raised by them against our purchase order will be accepted.
- b. A manufacturer should authorize only one dealer/distributor to supply their products.
- c. Any addition and deletion of dealership/ distributorship shall be intimated to the undersigned immediately on authorization of a new party.

Taxes & Duties

- a. Ours is a public funded research organisation under the administrative control of ICAR, Ministry of Agriculture and Farmers welfare, Government of India and we are **eligible for concessional tax on submission of concessional certificate**. Hence tax should be charged at **concessional rates of 5%** as applicable to educational and research institutions run without profit motives, for which necessary certificate will be issued on demand at the time of retirement of documents/payments, wherever applicable.
- b. CIBA, Chennai is exempted from paying Excise Duty on procurement of stores vide OM No.TU/V/RG-CDE (321)/2011 dated 1 November 2011.
- c. GST will be admitted as applicable. Any statutory variation will be paid to supplier on production of documentary evidence. Kindly clearly indicate the percentage of GST applicable.

Loss Damage & Shortage:

CIBA, Chennai shall not be responsible for any loss, damages and shortage during transit. Payment shall be made for materials received in good conditions only.

General Terms & Conditions:

- a. The Director, CIBA, Chennai reserves the right to enter into parallel Rate Contract for similar items any time during the period of Rate Contract with one or more parties.
- b. The Rate Contract can be terminated at any time by giving one month's notice by either party.
- c. The products which are supplied will have to be of high quality & grade and in the event of any chemicals/ordered items if found to be of inferior quality, the supplier is liable to be banned or suspended from doing business with CIBA, Chennai and other Govt. organizations. Only one bill should be raised for each supply order.
- d. **Liquidated Damage (LD) @ 0.5% per week** subject a maximum of 10% of the total value of supply order & beyond 10% subject to approval of Director CIBA will be recovered from the vendor for non-compliance of the RC Terms and Conditions. In case of cancellation of order no compensation will be paid towards progress of order/procurement.
- e. FORCE MAJEURE: Force Majeure will be accepted on adequate proof thereof.
- f. The acceptance of the offer will rest with the Director, CIBA, Chennai, who does not bind himself to accept the lowest tender and reserves the right to himself to reject/ accept partially or wholly the tenders received, without assigning any reason.
- g. Mere submission of application/proposal does not imply acceptance of the same at this end and the firms will be enlisted only after meeting the laid down qualifying parameters for which decision of Director, CIBA, Chennai shall be final.

- h. Routine Printed terms and conditions of the applicant on their quotation Form / Literature / Letter etc. if any, will not be binding on us.
- i. Enlistment under Rate Contract with this institute does not ensure business of any quantum, whatsoever.
- j. Any deviation from the Terms and Conditions mentioned above will imply disqualification for the firm.

Acceptance / Rejection:

The Director, CIBA, Chennai reserves the right to accept a quotation in part or in full or to reject all quotations or any of the quotations received, for non-compliance of any of the above items, conditions or instructions without assigning any reason thereof.

Mode Of Payment: In all the cases, CIBA shall make payments only through Electronic Payment mechanism (viz. NEFT/RTGS/ECS/PFMS). Bidders should invariably provide the following particulars along with their offers (model ECS mandate form Appendix – ‘A’ enclosed).

Warranty: The supplier/Manufacturer shall be fully responsible for the manufacturer’s warranty in respect of quality and workmanship of the materials covered under the Rate Contract. In case of any defects found at the time of use, the supplier/Manufacturer will provide free replacement or refund the amount charged for that item.

LEGAL MATTER: The dispute(s) if any, arising in relation to the Rate Contract, shall be subject to Chennai jurisdiction only.

SECTION 5- BIDDERS' INFORMATION – TECHNICAL BID
APPLICATION FORM FOR ENTERING INTO RATE CONTRACT

1. Name & Full address of the applicant

Sl.No	ANALYSIS OF THE FOLLOWING CHEMICALS BY LC-MC-MS
I	<u>Pesticides:</u> Malathion, Emamectin benzoate, Lufenuron, Deltamethrin
II	<u>Antibiotics:</u> Florfenicol, Chloramphenicol, Nitrofurazone, Oxolinic acid, Tetracycline, Furazolidone, Sulphadimethoxime.

Copies of documents having Rate Contract with the CSIR Labs / ICMR Labs / ICAR Labs/IIT Labs / Central Universities / DRDO / Govt. Organization in the past three years.

Annual Turnover of the firm / company

For the last three financial years-

[2016-17] [2017-18]	Rs. _____ Lacs
[2017-18] [2018-19]	Rs. _____ Lacs
[2018-19] [2019-20]	Rs. _____ Lacs

(Enclose CA certified documents in support of the claim)

5. (a) Chartered Accountant Certified copies of GST/TIN/PAN/

Registration No. : _____

(b) IEC copy, if applicable : _____

6. (a) Income Tax PAN No. (in the
name of the firm/company & not
individual : _____

(b) Latest copies of return filed with : Enclosed (Yes / No)

Income Tax Department for the
last 3 years

[FY 2017-18, 2018-19 & 2019-20]

7. Whether latest printed original price list by manufactures : Enclosed (Yes/ No)

8 . Bank details for payment

- (a) Bank A/c No. : _____
- (b) Bank name : _____
- (c) Branch name : _____
- (d) IFSC Code : _____
- (e) Other details : _____

9. Any other information vital for entering into Rate contract:

10. Documents required, placed at page :

1. Turnover Details for 3 yrs : Pg. No. _____
- 2.PAN copy : Pg. No _____
3. GST registration copy : Pg. No. _____
- 4.Authorization Certificate : Pg. No. _____
- 5.Hard Copy of Catalogue / Price list : Pg. No. _____
- 6.Price Bid : Pg. No. _____
- 7.Other Rate Contract copies with the CSIR Labs /
ICMR Labs / ICAR IIT Labs / Central Universities : Pg. No. _____
DRDO / Govt. Organization in the past three years
- 8.IEC Certificate(if applicable) : Pg. No. _____
- 9.ITR for Last 3 Years : Pg. No. _____

SECTION - 6

UNDERTAKING / DECLARATION

We hereby declare that all the particulars given in this application are true and complete to the best of our knowledge and we will produce all the relevant documents promptly, if necessary or as and when asked for by CIBA, Chennai. We understand that information provided by us will serve as pre-qualification Criteria for enlistment on ARC and in the event of any information being found false or incorrect or ineligibility being detected even after the approval of the Rate Contract our contract may be cancelled & all our claims may be forfeited by the CIBA. We have read and understood all the terms and conditions of ARC & we fully agree to it.

We also declare that we will not sell our products at a lesser price to other parties than those given to you and in the event of such happening, we will be bound to refund the difference and our enlistment may be cancelled at the discretion of Director, CIBA, Chennai

We also undertake that all the terms & conditions and such as Product Range, Price, Discount, Delivery / other charges, Terms of payment and also the names of the Dealer / Distributor will remain unchanged during the period of contract and no alteration will be done without official approval. However, we will promptly change our distributor / supplier if a request/ complaint is received from your end with regard to this effect due to any reason.

Date:

Signature:

Place:

Name:

Designation:

Seal of the firm

SECTION – 7 : ANNEXURES

ANNEXURE-I

Declaration for Acceptance of Terms and Conditions

To

The Director

Ref: F.No. 10-14/2020-21/ST for Annual Rate Contract for the
Analysis of the Chemical by LC-MS-MS for the year 2020-21.

Sir,

I've carefully gone through the Terms & Conditions as mentioned in the above referred Request for Tender proposal (RFTP) document. I declare that all the provisions of this ARC 2020-21 are acceptable to my company. I further certify that I'm an authorized signatory of my company and I am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Name :

Designation:

Date:

Seal:

SECTION – 8 –CHECK LIST**The following items must be checked before the Bid is submitted**

Sl.No	Item	Yes / No
1	Demand Draft for EMD	
2	Price List (2020-21)	
3	PAN Copy	
4	GST Certificate	
5	Manufacturing Certificates	
6	Copies of Rate contracts	
7	ITR for last 3 years	
8	Cancelled Cheque & ECS mandate form	
9	Price list/Catalogue for the year 2020-21 uploaded in technical bid	

ANNEXURE - II

FALL CLAUSE NOTICE CERTIFICATE

1. This is to certify that we have offered the maximum possible discount to you in our Quotation / bid No_____ dated_____
2. The prices charged for the stores supplied under Rate Contract should under no event be higher than lowest prices at which the party sells the items of identical description to any other Govt. Organization/PSU's/Autonomous bodies/Pvt Organizations during the period of contract failing which the "FALL CLAUSE" will be applicable.
3. In case, if the price charged by our firm is more, the CIBA, Chennai will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier.

Signature with Seal of the Bidder

Date:

Place:

Note: This letter of authority should be on the **letter head of the quoting firm** and should be signed by a person competent and having the power of attorney to bind the same.

MODEL ECS MANDATE FORMAT

ANNEXURE - III

Customer's option to receive payments through e-Payment (CS/EFT/DIRECT/RTGS/NEFT/Other payment mechanism as approved by RBI).

Credit Clearing Mechanism

- 1. Customer's Name :
- 2. Particulars of Bank Account :
 - (a). Bank Name :
 - (b). Branch Name :
 - (c). Address :
 - (d). Telephone numbers :
 - (e). IFS code :
 - (f). 9 Digit code number of Bank and Branch appearing on MICR :
 - (g). Account Type (S.B. Account/ Current Account or Cash) :
 - (h). Ledger number :
 - (k). Account number as appearing on Cheque book :
 - (l) E. Mail id :
 - (m) Mobile No.
- 3. Please attach a blank cancelled cheque, or, photocopy of a cheque or front page of your bank pass book issued by your bank for verification of the above particulars.
- 4. Date of Effect :

“I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participants under scheme.”

Date: _____
Signature of Customer

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp _____
Date _____ Signature of the Authorized Official from the Bank