

RATE CONTRACT

REGISTERED WITH ACKNOWLEDGEMENT DUE

F. No.41-6/2015-16/S&P/

Date : /05/2015

Serial No. _____ Date _____

NOT TRANSFERABLE

ICAR-DIRECTORATE OF MEDICINAL & AROMATIC PLANTS RESEARCH
BORIAMI – 387 310, DIST: ANAND (GUJARAT)

INVITATION TO LIMITED TENDER AND INSTRUCTIONS CONTAINING TERMS
AND CONDITIONS GOVERNING FOR ENTERING IN TO RATE CONTRACT FOR
THE FOLLOWING:

[a] LABEL PAINTING/ WRITING

[B] PASTING OF ECOSOLVENT RADIUM STICKERS WITH LAMINATION.

[A] Cost of Tender Form ₹500/- (Rupees five hundred only) **IN PERSON** and
₹ 600/- (Rupees six hundred only) **BY POST**

[B] Last date of sale of Tender Form is **19/06/2015 up to 05.00 PM**

[C] Last date of receipt of Tenders in Office is **20/06/2015 up to 03.00 PM**

[D] Tenders to be opened at **11.00 AM on 22/06/2015**

NOTE: If the date fixed for opening of Tenders is subsequently declared a holiday the Tenders will be opened on the next working day following the holiday but there will be no change in the time for opening indicated above.

[E] Tender to remain open for acceptance up to 90 days from the date of opening.

NOTE:

1. The Director, ICAR-Directorate of Medicinal & Aromatic Plants Research, Boriavi, Anand may at his discretion, extend this date by a fortnight and such extension shall be binding on Tenderers.
2. If the date up to which the Tenders is open for acceptance is declared to be a holiday the Tenders shall be deemed to remain open for acceptance till the next working day.



**ICAR-DIRECTORATE OF MEDICINAL & AROMATIC PLANTS RESEARCH
BORIAVI – 387310, DIST: ANAND (GUJARAT)**

Note :-All communications must be addressed to the Director (by designation),
ICAR-Directorate of Medicinal & Aromatic Plants Research, Boriavi – 387 310, Dist :
Anand

**INVITATION OF TENDER
FOR ENTERING IN TO RATE CONTRACT FOR LABEL
PAINTING/ WRITING AND PASTING OF ECOSOLVENT
RADIUM STICKERS WITH LAMINATION**

From : The Director, ICAR-Directorate of Medicinal & Aromatic Plants Research,
Boriavi – 387 310, Dist: Anand, Gujarat
To

Dear Sir(s),

Sealed Tenders are hereby invited for **entering in to rate contract for label painting/ writing and pasting of ecosolvent radium stickers with lamination**. The terms and conditions of the contract which will govern any contract made are those contained in the General conditions of contract applicable to the contracts placed by the ICAR and by the Research Institutes of the Council and the special terms and conditions detailed in the Tenders forms and its schedules. Please submit your rates in the Tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.

2. An earnest money of **₹2,000/- (Rupees two thousand only)** must be deposited in the form of demand draft/pay order payable to "ICAR Unit – DMAPR, Anand". The particulars of the earnest money deposited must also be superscribed on the top of the envelope by indicating the draft/pay order number and date, failing which the Tenders will not be opened. The Tenders will not be considered if earnest money is not deposited with the Tenders.

3. The Tenderer is being permitted to give Tenders in consideration of the stipulations on his part that after submitting his Tenders, he will not resale from his offer or modify the terms and conditions thereof. If the Tenderer fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the ICAR-DMAPR. In the event of the offer made by the Tenderer not being accepted, the amount of earnest money deposited by the Tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the ICAR-DMAPR.

4. The Schedules of the Tenders form should be returned intact and pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the Tenderer. In such



cases reference to the additional pages must be made in the Tenders form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along with the Tenders. Overwriting/erasing in rates to be quoted by the Tenderer will not be allowed otherwise the Tenders may be rejected.

5. The Tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the Tenders is not fully filled in. Individual signing the Tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.

6. If Tenderer does not accept the offer, after issue of letter of award by ICAR-DMAPR within 15 days, the offer made shall be withdrawn & Earnest money forfeited.

7. In case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the Tenders and all other related documents must be signed by every partner of the firm. A person signing the Tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the Council shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the Tenders and the schedules to the Tenders and annexure, if any, should be signed by the Tenderer.

8. The original copy of the Tenders is to be enclosed in double cover. The Inner cover should be sealed. The outer cover should be super scribed "**Proposal for entering in to rate contract for label painting/ writing and pasting of ecosolvent radium stickers with lamination**" with address of this office and of the Tenderer. All Tenders should be sent by Registered Post. Tenders to be hand delivered should be put in the Tenders box which will be kept in the Office not later than **03.00 PM on 20/06/2015**.

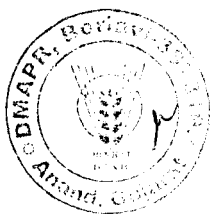
Tender received after the specified date and time for receipt of tender shall not be considered.

9. The rates quoted by each firm for **entering in to rate contract for label painting/ writing and pasting of ecosolvent radium stickers with lamination**. Service contract in Tenders be given both in words and figures failing which the same is liable to be rejected. You are at liberty to be present or to authorize a representative to be present at the time of opening of the Tenders. The name and address of the representative who would be attending the opening of the Tenders on your behalf should be indicated in your Tenders. Please also state the name and address of your permanent representative, if any.

10. The ICAR-DMAPR does not pledge itself to accept the lowest or any other Tenders and also reserve to itself the right of accepting the Tenders in whole or in part of the Tenders. You are however at liberty to Tenders for the whole or any portion or to state in the Tenders that the rates quoted shall apply only if the Tenders are considered fully. Other conditional Tenders will not be accepted.



11. The EMD will be refunded on expiry of the contract. The dues, if any, not settled by the Agency will be recovered from the EMD.
12. No interest on earnest money deposit shall be paid by the Council / Institute to the Tenderer.
13. Sales Tax or any other tax on material in respect of this contract shall be payable by contractor and Institute will not entertain any claim whatsoever in this respect. However the Income tax or any other tax which is as per the rules of the Govt. shall be deducted at source from the invoice/bills of the successful Tenderer, as per rule.
14. The Director, ICAR-Directorate of Medicinal and Aromatic Plants Research reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons, not mandatory to be communicated to the Tenderer.
15. Decision of the Director, ICAR-Directorate of Medicinal and Aromatic Plants Research will be final for any aspect of the contract and binding to all parties. Disputes arising, if any on the contract will be settled at his level and will not be referred to arbitration.
16. Acceptance by the Institute will be communicated by FAX, Express letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the FAX/Express letter etc. should be acted upon immediately.
17. The Agency/Firm shall comply with all the legal requirements for obtaining license under Contract Labour (Regulation and Abolition) Act, 1970 at his own part and cost, and as per rules, if required under this contract.



Yours faithfully,


[Raghuveer K.]
Assistant Administrative Officer
For and on behalf of the Director,

**TENDERS FOR ENTERING IN TO RATE CONTRACT FOR LABEL PAINTING/
WRITING AND PASTING OF ECOSOLVENT RADIUM STICKERS WITH
LAMINATION:**

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

Telephone No. :

Telegraphic Address/FAX/Cellular No. :

E-Mail address :

From

To,
The Director,
ICAR-Directorate of Medicinal and Aromatic Plants Research,
Boriavi – 387 310, Dist : Anand

I / We have read all the particulars regarding the General information and other terms and conditions of the contract for **entering in to rate contract for label painting/ writing and pasting of ecosolvent radium stickers with lamination** and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in Schedule-I to this Tender and I/we agree to hold this offer open till 90 days. The rates quoted will be valid for a period of one year in the event of award of the Contract. I/We shall be bound by a communication acceptance dispatched within the prescribed time.

2. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.

3. The following pages have been added to and form a part of this Tender _____ . The Schedules-I & II to accompany this Tenders are at pages _____

4. Every page so attached with this Tender bears my signature and the office seal.

5. Pay order / DD No. _____ of Rs. _____ drawn in favour of "ICAR Unit – DMAPR, and payable at _____ is enclosed as earnest money required.



Yours faithfully,

Dated :

Signature & Seal of the Tenderer
Telephone No. Office
Resi. Mobile

Witness

Address

Occupation

Signature of witness to contractor's signature

Address :

Name & Signature of Witness :

Address:



SCHEDULE TO TENDERS

PART – I

1. Name of the Firm/Agency
2. Full address with Post Box No.
And Telephone No. if any
3. Constitution of the Firm/ Agency (Attached copy)
 - a) Indian Companies Act, 1956
 - b) Indian Partnership Act, 1932
(Please give names of partners)
 - c) Any other Act, if not, the owners
4. For Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender.
 - i) If answer to the above 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 Tenders to refer dispute condemning business of the partnership to arbitration
 - ii) If the answer to above is in point one and two the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partner
5. Name and Full Address of your Banker's
6. Your Permanent Income Tax No./Circle/Ward



7. Any other relevant information

PART – II

8. Earnest Money Deposited: Yes/No

PART – III

9. Name and Address of the firm's representative and whether the firm would be representing at the opening of the Tenders

10. Name of the Permanent Representative to be visiting DMAPR regarding the contract

Date

Place: _____

AUTHORISED SIGNATORY

Please add supplementary pages to be numbered wherever needed by the Tenderer.



GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE CONTRACT ENTERING IN TO RATE CONTRACT FOR PAINTING/ PASTING OF ECOSOLVENT VINYL STICKER WITH LAMINATION:

1] Scope of Work:

The job of label painting/ writing and pasting of ecosolvent radium stickers with lamination shall include the following:

- i) Label painting/ writing and pasting of ecosolvent radium stickers with lamination may be complete as per the details/ specifications/ size given by the Directorate.
- ii) The material used for label painting/ writing and pasting of ecosolvent radium stickers with lamination should be of the standard quality.
- iii) Agencies must ensure that the label painting/ writing and pasting of ecosolvent radium stickers with lamination once done shall remain effective up to two years, failing which it shall have to be done again without any cost.
- iv) As per job of label painting/ writing and pasting of ecosolvent radium stickers with lamination shall have to be under taken without causing any damage to the ICAR-DMAPR properties. In case, any damage is caused by the man days deployed by the contractor to do the works of label painting/ writing and pasting of ecosolvent radium stickers with lamination the same shall be made good by the contractor.
- v) Validity of the contract: The period of contract shall be for a period of one year from the date of start of contract. However, the contract may be extended for a further period of one year on mutual consent. The Director, ICAR-DMAPR reserves the right to terminate the contract by giving 15 days notice and without assigning.

2) ELIGIBILITY CONDITIONS:

- a) The bidder shall have an experience of at least 2 (two) or more years in this field. The bidder should submit a performance certificate as in form I from any 2 (two) Government Departments or PSUs (Minimum one year experience in one Government Department/PSU). The bids received without prescribed performance certificate shall be rejected.
- (b) Copy of VAT/Sales Tax/ Service Tax Registration Certificate, Income Tax Permanent Account allotted by Income Tax dept.
- c) Successful Tenderer will have to enter into a detailed contract agreement with Institute on non-judicial stamp paper of appropriate value for each work at his own cost.
- d) List of Customer along with the details of contract person, telephone nos, fac



- 11) Income Tax, Service tax etc. will be deducted from the payments due for the work done as per rule.
- 12) The Agency/Firm shall be responsible to the Director of this Institute and other Officers nominated by him for the execution of the contract.
- 13) The Agency/Firm will discharge all his legal obligations in respect of the workers to be employed/ deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The Agency/Firm shall indemnify and keep indemnified the ICAR-DMAPR from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws.
- 14) The Agency/Firm shall comply with all the legal requirements for obtaining license under Contract Labour (Regulation and Abolition) Act, 1970 at his own part and cost, if required as per rules under this Contract.

The Director, ICAR-Directorate of Medicinal and Aromatic Plants Research reserves the right to reject any or all Tenders in whole or in part without assigning any reasons therefore. The decision of the Director, ICAR-Directorate of Medicinal and Aromatic Plants Research shall be final and binding on the contractor / agency in respect of any clause covered under the Contract.



XXXX

FINANCIAL BID :-

(This financial bid to be enclosed in a separate envelop with seal)

Last date for receipt of Tender	: 20/06/2015 UP TO 03:00 PM
Date of opening of Tender	: 22/06/2015 AT 11:00 AM At ICAR-DMAPR , Boriavi – 387 310

To,

The Director,
ICAR-Directorate of Medicinal and Aromatic Plants Research,
Boriav – 387 310

Sir,

I/We wish to submit our Tenders for entering in to rate contract for label painting/ writing and pasting of ecosolvent radium stickers with lamination, on the following rates

Sr.No.	Particulars	Rate per sq. ft.
1.	Entering in to rate contract for label painting/ writing as per the terms and conditions specified in the Tenders.	₹.(in figures) _____ ₹. (in words) _____
2.	Entering in to rate contract for pasting of ecosolvent radium stickers with lamination as per the terms and conditions specified in the Tenders.	₹.(in figures) _____ ₹. (in words) _____

Add: Service Tax @ _____ % [Extra]

I/We agree to forfeit of the earnest money if I/we fail to comply with any of the terms and conditions in whole or in part laid down in the Tender form.

We have carefully read the terms and conditions of the Tender and are agreed to abide by these in letter and spirit.

Signature _____

Name & Address of the Firm

Telephone No. _____ Mobile No. _____

Date: _____

