

COLLEGE OF AGRICULTURAL ENGINEERING AND POST HARVEST TECHNOLOGY
(CENTRAL AGRICULTURAL UNIVERSITY)
RANIPOOL, GANGTOK – 737 135 (SIKKIM)
TENDER DOCUMENTS



(TERMS AND CONDITIONS)
FOR
Annual Rate Contract for Stationery Items

College of Agricultural Engineering & Post Harvest Technology (CAE&PHT), Ranipool, Sikkim invites tender for annual rate contract with agencies for supply of various stationeries & toilet cleaning items as and when required on demand basis.

INTRODUCTIONS:

1. The purchaser is the "Dean, CAEPHT" hereinafter called "**The Purchaser**".
2. The technical specifications, terms and conditions and other details mentioned in this document shall hereinafter be referred as the "**Tender Document**".
3. The firm or the manufacturer or the dealer who is a prospective participant to this Tender shall hereinafter be referred to as the "**Bidder**".
4. Unless, otherwise stipulated the word "Tender" and "Bid" shall have the same meaning.
5. Unless, otherwise stipulated the word "Tenderer" and "Bidder" shall have the same meaning.

BID VALIDITY:

6. The Tender submitted by the bidder shall be valid for a period of at least 1 (one) year from the last date of submission which can be extended on mutual consent and no claim/demand for price escalation during the period shall be entertained under any plea or excuse. Bids not conforming to this provision may be treated as non-responsive and rejected.

Pre-qualifications:

The interested firms are requested to submit the following:

1. The bidder should have experience for a period of 3 years (2021-22, 2022-23, 2023-24) or
Institute registered vendor or is a manufacturer/authorized dealer/sole distributor of any item. (Enclose copy of Certificate of Incorporation/Registration Certificate and Dealer/Distributor certificate of the firm.)
2. Earnest Money Deposit (EMD) of Rs.2,000/- and tender fee of ₹ 1000/- by DD in favour of Dean, CAEPHT, Ranipool, Gangtok payable at SBI, Ranipool (along with Tender bid)
3. Income Tax Returns for last three years.
4. Enclose copy of PAN CARD of the firm/Proprietor.
5. The bidder must not be blacklisted /Suspended for any service related dispute with any Govt. Organizations/PSU/ Semi-Govt. Organization/Private Organization in India. (attach proof or declaration).
6. The bidder should accept Tender Terms & Conditions.
7. The bidder must have experience of supplying of Office stationeries & toilet cleaning items or similar items to various Government/Semi-Government/PSU/Private Firms during three financial years i.e. (2021-22, 2022-23, 2023-24). (**Enclose copy of Annual Accounts or Chartered Accountant certificate for turnover for the last three years**).
8. Enclose copy of valid GST Registration certificate.



BID SECURITY (EARNEST MONEY):

1. The bidder shall send a bid security money amounting to ₹ 2,000/- in the form of a Bank Draft/Bankers Cheque from a nationalized bank in favour of "Dean, CAEPHT" payable at State Bank of India, Ranipool. No Earnest money deposit will be accepted in the form of other receipts. **The Scanned copy of Earnest Money Deposit may be send.** The purchaser shall reject the Bids that are not accompanied by the aforesaid bid security. The bid security of the unsuccessful bidders will be released immediately after signing of the contract with the successful bidder and the bid security of the successful bidder will be released upon submission of the performance security which should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. (No interest is payable against the performance security/Security deposit). The earnest money will be forfeited in the following cases:
 - i. When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender.
 - ii. When tenderer does not execute the agreement if any, prescribed within specified time.
 - iii. When the tenderer does not deposit the security money after the supply order is given.
 - iv. When he fails to commence the supply of the items as per supply order within the time prescribed.

Scan copy of tender fee of Rs.1000/- (Rupees One thousand) only (non refundable) to be submitted in the form of Demand Draft drawn from any of the nationalized bank in favour of Dean, College of Agricultural Engineering and Post Harvest Technology, Payable at SBI Ranipool.

BID OPENING AND EVALUATION:

2. **Critical dates in regard to publishing, sale start date, bid submission date, bid closing date to be observed scrupulously as indicated in the website.**

INSTRUCTIONS TO BIDDERS

A) COST OF BIDDING:

- a. The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Purchaser shall not be responsible or liable for those costs.

B) VALIDITY OF THE BID: 90 Days from the date of submission of bid.

C) AMENDMENT OF BIDDING DOCUMENTS:

- a. At any time prior to the deadline for submission of bids, CAE&PHT may, for any reason, whether on its own initiative or in response to the clarification request by a prospective BIDDER may modify the bid document.
- b. All prospective BIDDER's who have downloaded the bidding document may visit website (cau.ac.in).



D) PAST EXPERIENCE:

(a) Having at least 3 (Three) years of continuous experience in rendering services in the field of stationeries & toilet cleaning items supply services rendered at Government/Semi-Government/PSU/Private Firms (Work Order Copies / Experience Certificate are to be enclosed) i.e, Financial year 2021-22, 2022-23 and 2023-24).

(b) In any one of the year total cumulative order value should not be less than Rs.2 lakh. Enclose copy of at least 3 purchase orders or completion certificates/invoices.

F) CONFIDENTIALITY:

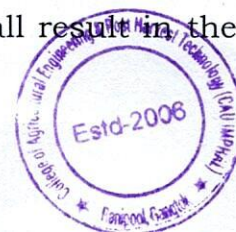
1. Information relating to the evaluation of Bids, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
2. Any attempt by a Bidder to influence the Purchaser in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
3. Notwithstanding, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it shall do so in writing.

G) DEVIATION, RESERVATIONS AND OMISSIONS:

1. During the evaluation of Bids, the following definitions apply:
 - a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

H) CORRECTION OF ARITHMETICAL ERRORS:

1. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
 - a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
2. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with the same shall result in the rejection of the Bid.



I) PRICE BID:

1. Quoting of Price (s) : Price quoted should be in Indian Rupees, free delivery at CAE&PHT head office Campus at site (including labour charge).
2. Price must be quoted for all items, if found not quoted for all items per unit wise then
CAEPHT has full right to disqualify that bidder or to reject the bid.
3. Quantity : The quantity mentioned in the bid is for quoting the price. Supply order will be placed as per the requirement from time to time. L1 price of the priority items will be taken into account for award of rate contract.
4. Finalized rates must be fixed during the full contract period.
5. Under any circumstances, quoted rates should not be more than MRP.
6. The successful bidder must sign a contract on non judicial stamp paper (which is to be provided by the bidder) (₹ 100/-) for 1(one) year as per the quoted rate.

J) CORRUPT & FRAUDULENT PRACTICES:

- a. CAEPHT requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. I
- b. In pursuit of this policy, the terms set forth below are defined as follows:

“Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract. “Collusive practice” means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels and “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract

- c) CAE&PHT will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

K) TRANSFER AND SUBLETTING:

1. 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.

L) CANCELLATION OF TENDER:

1. Notwithstanding anything specified in this tender document, Purchaser / CAE&PHT in his sole discretion, unconditionally and without assigning any reasons, reserves the rights:

- 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 tenders terms.



2. To give purchase preference to Public Sector undertakings when applicable as per Govt. Policy/ Guidelines.
3. Offer which deviates from the vital conditions (as illustrates below) of the tender shall be rejected:
 - a. Non - submission of complete offers.
 - b. Receipt of offers after due date and time.
 - c. Receipt of offers in open conditions.

M) DELIVERY:

- a. The successful BIDDER should deliver the material as per tender document/purchase order.

SECTION 4 – TERMS & CONDITIONS OF CONTRACT

A) TERMS OF PAYMENT:

- a. 100% Payment will be made within 45 days after delivery and acceptance certificate from concerned department.
- b. Payment shall be made by Cheque or such other mode / electronic fund transfer offered by the bank.
- c. No payment will be admissible for goods rejected due to under quality item supplied.
- d. Rates of Taxes and other taxes leviable should be indicated in clear terms separately.
- e. Unless otherwise mentioned in the quotation, it will be presumed that the quoted rates are inclusive of all taxes levies and delivery at our college.
- f. TDS on IGST @ 2 % will be deducted as per rules if the total amount of order exceeds ₹ 2.5 lakh.
- g. Quotation should be **sent by Speed Post/Courier/Registered Post** in a sealed cover superscribed as “**Quotation for Stationery Items**” with reference No and date on the envelope.
- h. Filled in quotation with covering letter along with other necessary documents / certificates should reach the Dean, CAEPHT, Ranipool, Gangtok **on or before 31.09.2024 before 4 pm.**
- i. Quotation received in unsealed cover without superscription or received after the due date and those which are ambiguous are liable to be rejected.

B) DELIVERY:

- a. Free delivery at CAEPHT. Delivery should be made within 48 hours from the date of issue of Purchase order. Non-availability of the stock should be informed in writing immediately. Defective items or items not as per given specification, if any supplied must be taken back and be replaced with no additional cost.

C) FORCE MAJEURE:

- a. Force Majeure will be accepted on adequate proof thereof.

D) LEGAL MATTER:

- a. In the event of any dispute over this contract, CAE&PHT's decision shall be final and binding.

