



भारतीय कृषि अनुसंधान परिषद,
उत्तरपूर्वी पर्वतीय क्षेत्र अनुसंधान परिसर
उमियम, मेघालय – 793 103
INDIAN COUNCIL OF AGRICULTURAL RESEARCH
ICAR Research Complex for NEH Region
Umiam, Meghalaya – 793 103



File No. RC/EC-438/NEC/Mawkyrwat/2018-19

Date: 06/03/2020

e-TENDER BIDDING DOCUMENT

Critical Date Sheet

Tender No.	F. No. RC/EC-438/NEC/Mawkyrwat/2018-19
Date of release of Tender through e-procurement	06/03/20 at 4.00 P.M
Bid Submission Start date & time	06/03/20 at 4.30 P.M
Bid Submission End date & time	27/03/20 at 2.30 P.M
Date & time for opening of technical bid	28/03/20 at 3.00 P.M
Address for Communication	Director, ICAR Research Complex for NEH Region Umiam-793103, Meghalaya

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SECTION - I

NOTICE FOR INVITING TENDER (NIT)



भारतीय कृषि अनुसंधान परिषद,
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Umiam, Meghalaya – 793 103



File No. RC/EC-438/NEC/Mawkyrwat/2018-19

Date: 06/03/2020

NOTICE FOR INVITING TENDER THROUGH E-PROCUREMENT

Online Bids are re-invited from interested firms under two bid systems for the work of “Construction of embankment and spillway at Mawkyrwat village, South West Khasi Hills District, Meghalaya under NEC Project”.

The **CRITICAL DATE SHEET** of the e-tender is given below:

CRITICAL DATE SHEET

Tender No.	F. No. RC/EC-438/NEC/Mawkyrwat/2018-19
Date of release of Tender through e-procurement	06/03/20 at 4.00 P.M
Bid Submission Start date & time	06/03/20 at 4.30 P.M
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Date & time for opening of technical bid	28/03/20 at 3.00 P.M
Address for Communication	Director, ICAR Research Complex for NEH Region Umiam-793103, Meghalaya

The Tender form/ bidding documents may be downloaded from the Institute website www.icarneh.ernet.in/www.kiran.nic.in/www.icar.org.in/www.icarnehadmin.org and <https://eprocure.gov.in/eprocure/app>.

Online submission of Bids through **Central Public Procurement Portal** (<https://eprocure.gov.in/eprocure/app>) is mandatory.

Manual/Offline bids shall not be accepted under any circumstances.

1. Tenderers/Bidders after submission of their bids online through CPP Portal must submit Hard Copy of all the submitted documents except Financial Bid (BOQ) along with Tender Fees and EMD which should reach at ICAR, Research Complex for NEH Region, Umiam, Meghalaya on or before **2.30 P.M, 27.03.2020** failing which their tenders/bids will not be considered.
2. Tenderers/bidders are requested to visit the above website regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.
3. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Institute reserves the right to accept or reject any or all the tenders.
4. The work should be started within **10 (ten) days** positively from the date of issue of work order. Failing which the order shall stand automatically cancelled.
5. The interested bidders are required to compulsorily deposit the Tender Fees and Earnest Money Deposit (EMD) of the amount mentioned against the items in any of the following ways:
 - a) Demand Draft/Bank Gurantee/Earnest Money from **State Bank of India, Bank** in favour of **DIRECTOR – ICAR, Research Complex for NEH Region, Umiam, Meghalaya payable at SBI, ICAR Complex Branch (Code-12464)**. The Demand Draft may be sent by speed post/Regd. Post or submit in person to the Admin. Officer, ICAR-Research Complex for NEH Region, Umiam, Meghalaya on or before the bid opening date & time as mentioned in the Critical Date Sheet. Tender fee & EMD submitted through Courier Services will not be accepted.

6. The payment of the Tender Fee & EMD by any of the above modes has to be invariably made on or before the bid opening date & time as mentioned in the Critical Date Sheet.
7. Bidders need not come at the time of Technical as well as Financial Bid opening at ICAR-Research Complex for NEH Region, Umiam, Meghalaya. They can view live bid opening after logging in on CPMP e-procurement portal at their remote end. If bidder wants to join bid opening at ICAR-RC, Umiam, Meghalaya then they have to come with bid acknowledgment slip that is generated after successfully submission of online bid.
8. The Cost of Tender paper is Rs. 500.00 (Rupees Five Hundred only, Non-refundable) to be deposited in the favour of the Director, ICAR Research Complex for NEH Region, Barapani by means of Demand Draft/Banker's Cheque only payable at Barapani. In case of Banker's cheque, the SBI, ICAR Research Complex Branch, Umiam will be accepted only.
9. The rates must be valid for at least for 6 (six) months from the date of quotation.
10. Rates quoted must be given in the prescribed format only and must be all inclusive, including GST/IGST as may be applicable.
11. Time completion for the work is allowed for 1 (one) month from the 7th day after the written order to commence the work. No extension of time will be allowed unless written permission with valid reasons granted by the competent authority.
12. Any taxes and/or other Governmental levies as applicable or becoming applicable later due to or under any law shall be deducted from the bill.
13. The Technical Bid should consist of all the technical details like literature, attested and up to date copies of **Registration certificate with full validity, GST/IGST, PAN Card, Labour License, one passport size photograph, Caste certificate, IT exemption certificate in respect of ST Tenderers etc. along with past experiences/work orders of the last 3-5 years.** Lack of any required Technical Literature may result in the non – consideration of the Quotation. Financial bids of technically acceptable offers would only be considered for further evaluation and analysis.
14. The Contractors shall have to deposit 2% of the tender amount i.e. Rs. 10,000/- (Rupees ten thousand) only in the form of Demand Draft/Banker's Cheque/Bank Guarantee valid for 6 (six) months, drawn in favour of the Director, ICAR Research Complex, payable at SBI, ICAR Complex, Umiam, Meghalaya, as Bid Security/EMD, along with the quotation.
15. Performance Guarantee @ 5% of the Contract Value shall have to be deposited by the successful contractor immediately on the receipt of the Work Order in the form of Demand Draft/Banker's Cheque/Bank Guarantee valid for 6 (six) months, drawn in favour of the Director, ICAR Research Complex, payable at SBI, ICAR Complex, Umiam, Meghalaya. In case of Banker's cheque, the SBI, ICAR Research Complex Branch, Umiam will be accepted only.
16. Quotation/ Tender must be for the whole work & not in fragments.
17. Payment shall be made only on the satisfactory completion of the work. No part payment / supplementary/ enhanced/ revised bill shall be considered in any circumstances.
18. The tender submitted by the Contractor shall remain valid for a period of 6 (six) months from the date of opening of the tender and the contractor shall be bound to take-up the allotted work at his own quoted rates, till the completion of the work. No revised rate will be paid for increasing cost of the materials, labour charges etc. **and shall be governed by the rules as per CPWD works manual, Govt. of India.**
19. Other General Terms and Conditions are:
 - a. Except where specification provided, all materials including tools/ basic facilities etc., required for the execution of the works shall have to be arranged by Contractor at his own means and cost. No materials for the work shall be provided/issued by the Department.
 - b. The construction materials, as required, shall be arranged and borne by the Contractor himself & the quality of ISI standard/ as per estimate should be maintained strictly without fail. The required cash memo in support of the quantity and quality of materials utilized are to be submitted with the bills.
 - c. The work should be completed invariably within the stipulated time as per Drawing/ Plan at the allocated site only. Sub-standard work is not acceptable.

- d. Canvassing in any form in connection with the Tender is strictly prohibited and shall lead to strict administrative measures including Black Listing.
- e. The contractors will have to make their own arrangement for water/lighting and arrangement of stay of workers etc. for carrying out the work in time. No labour of the contractor will be allowed to stay within the Campus/ site of the work.
- f. Samples of all materials and fittings to be used in the work in respect of brand, Manufacturer and quality shall be got approved from the Estate Officer. Sample must be produced on demand free of cost.
- g. The Contractor shall be fully liable for observance of all statutory & legal dues/norms viz. EPF, ESIC, Child labour Act, Minimum Wages Act etc. No child labour shall be employed on work. Payment to the labourers shall be paid as per the prevalent norms and in toto compliance of the Minimum Wages Act. Non Compliance of any statutory or legal dues/ norms shall be the sole responsibility of the Contractor.
- h. The contractor shall take all safety measures and precautions and wholly responsible for ensuring safety during execution of work till completion of entire work allotted to him.
- i. For carrying out the works on Sunday/Holiday or during night, proper prior permission should be obtained from the Estate Officer or In-Charge of the Division concerned.
 - j. The successful Contractor shall have to sign an agreement in the prescribed form with the Estate Officer/In-charge concerned, as the case may be, before the start of the work.
 - k. If the Contractor fails to sign the formal agreement or start the work within the specified time, after award of the work, the earnest money/performance guarantee, as the case may be, shall be forfeited and the Work order shall stand cancelled.
- l. No compensation shall be paid to the contractor for any damages caused by natural calamity during the execution of the work.
- m. If any Contractor fails to complete the work within the specified time, **LIQUIDATION DAMAGE CLAUSE** shall be invoked and penalty @ 1% of the Contract Value per week shall be levied, subject to a maximum of 10% of the total Contract Value.
20. After satisfactory completion of the work, Bills in triplicate may be submitted to the office for arranging payment. While submitting the bills, the Contractor shall give in writing that all the statutory & legal dues/norms have been fully complied with and in case of any default, the Contractor shall be lone and sole responsible for the same. Necessary taxes will be deducted from the bill at the time of payment.
21. Payment will be made based on actual measurement of work.
22. The Director, ICAR Research Complex reserves the right to reject any tender either in part or full without assigning any reason thereof.
23. In case of any dispute, the Director, ICAR Research Complex, Umiam shall act as the arbitrator and his decision shall be final and binding on the Contractor.
24. Legal jurisdiction for all disputes shall be within the purview of the Shillong Court.
25. All Contractors should mandatory sign on every page of the Tender Document and should give an undertaking that they fully and unconditionally agree to abide by all the terms and conditions, which, if needed, may be modified at the discretion of the Competent Authority, in Work Order, for which confirmation from the Contractor shall be taken.
26. All Contractors should also mandatory give their Bank A/C details to enable e-payment by the office.
27. It is not mandatory to accept the lowest rate of the tenders. The decision of the competent Authority shall be the final to select the competent firms/contractors.
28. Please note in case of closing/opening day of the tender happen to be non-working day due to bandh/strike/holiday etc., the tender will be received/opened on the next working day at the same venue and time.

29. Contractor should put his/her full name and address in the specified column in the tender document. Tenders of those contractors who give only the initial without giving full name will be rejected.

30. Please note that near relatives of the officers and staff of ICAR Research Complex for NEH Region, Umiam, Meghalaya are not allowed to participate in the tender. In case it is found so, the tender of such tenderer will be disqualified.

Note: A near relative means wife, husband, parents, in-laws, children, brothers, sisters, uncles, aunts and cousins.

31. Contractor should not employ labour or staff of doubtful integrity of the State. If anti-state or anti-social elements is employed by the contractor, his tender will be cancelled and no claim whatsoever will be entertained for any loss or damages

32. Concrete vibrators should be used for all concrete structural members in cement concrete works. The contractor should arrange the concrete vibrators by himself.

33. For concrete works only 'River sand' which is clean and free from dust and dirt should be used in the works.

34. Other terms & conditions, as may be decided by the Competent Authority from time to time, depending upon the condition & requirement of the supply. The intimation in this regard, shall be provided well in advance & the bidder/supplier shall be bound by the said terms & conditions.

35. For any query/clarification may be approached at the following address:

Designation : Estate Officer / Estate Cell

Contact No. : (0364) 2570594

E-mail : estatecell.icarneh@rediffmail.com

36. **KHADC license.**

37.

- I. The Firm/Agency run by the Non-tribal contractor's /firms/companies/ suppliers/ stockiest/ banded warehouse/Private carriage contractors/Co-operative Societies etc. should produce Trading License issued by the KHADC (Govt. of Meghalaya) and may be kept in the Technical Bid (Bid – I).
- II. Submission of tender paper does not fall under trade as per the above said act. However, if a Non-tribal becomes a successful bidder he has to furnish License issued by the KHADC (Govt. of Meghalaya) before any work involving trade is issued to him.

*Further those firm/agency opting for clause II above are requested to submit an **undertaking** mandatorily to this effect along with the technical bids as a certification about their capability of submission of the trade license when ask for, failing which the tender are liable to be rejected/not to be considered at any circumstances. (If not applicable submit the relevant document).*

Sd/-
Estate Officer

SECTION - II
GENERAL INSTRUCTIONS TO BIDDERS (GITB)

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	<u>GENERAL INSTRUCTIONS TO BIDDERS (GITB)</u>	
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GENERAL INSTRUCTIONS TO BIDDERS (GITB)

A. PREAMBLE

1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2. Definitions:

- (i) “Purchaser” means the organization purchasing goods and services *as incorporated in the documents*.
- (ii) “Bid” means quotation / tender / bid *as received from a firm / supplier*.
- (iii) “Supplier” means the individual or the firm supplying the goods and services.
- (iv) “Goods” means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. *which the supplier is required to supply to the purchaser under the contract*.
- (v) “Services” means services allied and incidental to the supply of goods, *such as transportation, installation, commissioning, provision of technical assistance, training, after-sales service, maintenance service and other such obligations of the supplier covered under the contract*.
- (vi) “Bid Security” (i.e. Earnest Money Deposit) means monetary guarantee to be furnished by a Bidder along with its Bid.
- (vii) “Contract” means the written agreement entered into between the purchaser and the supplier together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (viii) “Performance Security” means monetary guarantee to be furnished by the successful Bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (ix) “Consignee” means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person *as provided in the Contract*, then that “another” person is the consignee, also known as ultimate consignee.
- (x) “Specification” means the document/standard that prescribes the requirement *with which product or service has to conform*.
- (xi) “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

- (xii) “Day” means calendar day.
- (i) “Bid Document” means Bidding Document (i.e. Tender Enquiry Document).
- (ii) “NIT” means Notice for Inviting Tender.
- (iii) “BOQ” means Bill of Quantity.
- (iv) “GITB” means General Instructions to Bidders.
- (v) “SITB” means Special Instructions to Bidders.
- (vi) “GCC” means General Conditions of Contract.
- (vii) “SCC” means Special Conditions of Contract.
- (viii) “DGS&D” means Directorate General of Supplies and Disposals.
- (ix) “NSIC” means National Small Industries Corporation.
- (x) “PSU” means Public Sector Undertaking.
- (xi) “CPSU” means Central Public Sector Undertaking.
- (xii) “LSI” means Large Scale Industry.
- (xiii) “SSI” means Small Scale Industry.
- (xiv) “FDD” means Foreign Demand Draft
- (xv) “DP” means Delivery Period.
- (xvi) “BG” means Bank Guarantee.
- (xvii) “ED” means Excise Duty.
- (xviii) “CD” means Custom Duty.
- (xix) “WDO” means Women’s Development Organization.
- (xx) “ACASH” means Association of Corporations and APEX Societies of Handlooms.
- (xxi) “KVIC” means Khadi Village Industries Commission.
- (xxii) “RR” means Railway Receipt.
- (xxiii) “BL” means Bill of Lading.
- (xxiv) “FOB” means Free on Board.
- (xxv) “FAS” means Free Alongside Ship.
- (xxvi) “FOR” means Free On Rail.
- (xxvii) “CIF” means Cost, Insurance and Freight.
- (xxviii) “CIP” means Carriage and Insurance Paid.
- (xxix) “INCOTERMS” means International Commercial Terms.

11. PREPARATION OF BIDS

11.1 Document Comprising the Bid (The firms are required to upload scanned copies of the following documents):-

1. Technical Bid:

1. Scanned copy of Tender fee and Earnest Money Deposit (EMD)/its exemption certificate, if any.
2. Scanned copy of Firm's registration.
3. Scanned copy of PAN Card.
4. Scanned copy of GST allotted to the firm.
5. Scanned copy of Tender Specification as per Section V.
6. Scanned copy of duly filled and signed Annexure – I.
7. Scanned copy of duly filled and signed Annexure –II.
8. Scanned copy of duly filled and signed undertaking Annexure III.
9. Scanned copy of Bid form as per Section VII
10. Scanned copy of Questionnaire as per Section IX.

2 Financial Bid:-

A Price Bid as BoQ.xls

- 11.2 The authorized signatory of the Bidder must sign all the documents at appropriate places and upload it.
- 11.3 A Bid, which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 11.4 Bid sent by fax/telex/cable shall be ignored

12. Bid currencies

- 12.1 Unless otherwise specified, the Bidder shall quote only in Indian rupees.
- 12.2 Where the Bid condition specifies acceptance of quotations in different currencies, then, for domestic goods, prices shall be quoted in Indian rupees only and for imported goods, prices shall be quoted either in Indian rupees or in the currency of the country of origin of goods. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees, if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only.
- 12.3 Bids, where prices are quoted in any other way shall be treated as un-responsive and rejected.

13. Bid Prices

- 13.1 The Bidder shall quote in the financial bid provided in the excel sheet (BOQ) all the specified components of prices shown therein of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required.
- 13.2 If there is more than one schedule in the List of Requirements, the Bidder has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the Bidder shall quote for the complete requirement of goods and services as specified in that particular schedule, *failing which the Bid for that schedule shall be treated as unresponsive and ignored.*
- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price/Financial Bid (BOQ).
- 13.4 While filling up the columns of the price schedule, the following aspects should be noted for compliance:-
 - 13.4.1 For goods offered from within India, the prices in the corresponding price schedule shall be entered separately in the following manner:-
 - a) the price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, *as applicable, including all taxes and duties like sales tax, VAT,GST, custom duty, excise duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.*

- b) any sales or other taxes and any duties including excise duty, *which will be payable on the goods in India, if the contract is awarded.*
- c) Charges towards inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination *as specified in the List of Requirements*

And

- d) the price of incidental services, as and if mentioned in List of Requirements.

13.4.2 For goods offered from abroad, the prices in the corresponding price separately in the following manner:-
Schedule shall be entered

- a) the price of goods quoted FAS / FOB port of shipment, CIF port of entry in India or CIP specified place of destination in India as indicated in the List of Requirements.
- b) wherever applicable, the amount of custom duty and import duty on the goods to be imported.
- c) the charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, as specified in the List of Requirements.

and

- d) the charges for incidental services, as and if mentioned in the List of Requirements. 13.5

Additional information and instruction on Duties and Taxes:-

13.5.1 If the Bidder desires to ask for excise duty, sales tax, custom duty etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation, the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

13.5.2 Excise Duty:-

- a) *Vide Notification No. 10/97-CE dated 1.3.1997 (as amended by 16/07-CE), the goods to be supplied to Indian Council of Agricultural Research (ICAR) and its constituent Institutes against ICAR contracts (including contracts executed by ICAR Institutes) for any Research-related purposes are fully exempted from levy of any Excise Duty, consequential sales tax / VAT, etc., provided *the prices are quoted ex-works by the Supplier.**

Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any Excise duty or consequential sales tax and, accordingly, obtain the necessary Excise Duty Exemption Certificate from the purchaser.

- b) For supplying the Goods to the purchaser for purposes not related to any Research, if the reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation, it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of Bids.
- c) If a Bidder chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the Bidder must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that Bid.
- d) Subject to sub clauses 13.5.2 (b) & (c) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision

in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

13.5.3 Sales Tax:-

If a Bidder asks for sales tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The sales tax, *if payable*, will be paid as per the rate at which it is liable to be assessed or has actually been assessed, *provided the transaction of sale is legally liable to sales tax and is payable as per the terms of the contract.*

13.5.4 Local Duties & Taxes:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.

However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser take necessary action in the matter.

13.5.5 Customs Duty:

In respect of imported stores offered from abroad, the Bidder shall specify the rate as well as the total amount of customs duty payable. The Bidder shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods in question.

It must be always kept in view that *vide Notification No. 51/96-Customs dated 23.7.1996 (as amended on date)*, the imported goods to be supplied to Indian Council of Agricultural Research (ICAR) and its constituent Institutes against ICAR contracts (including contracts executed by ICAR Institutes) for any Research-related purposes are substantially exempted from levy of any Custom duty, and, subsequently fully exempted from any consequential excise duty / sales tax / VAT, etc..

Keeping this in view, the supplier shall ensure that the imported stores to be supplied by the supplier against the contract placed by the purchaser are exempted to the admissible extent from levy of any Custom duty or consequential excise duty or sales tax and, accordingly, obtain the necessary Custom Duty Exemption Certificate from the purchaser.

- 13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.
- 13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.
- 13.8 Unless otherwise specifically indicated in this Bidding document, the terms FOB, FAS, CIF, CIP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.
- 13.9 The need for indication of all such price components by the Bidders, as required in this clause (viz., GITB clause 12) is for the purpose of comparison of the Bids by the purchaser and will no way restrict the purchaser's right to award the contract on the selected Bidder on any of the terms offered.

14. Indian Agent

- 14.1 If a foreign Bidder has engaged an agent in India in connection with its Bid, the foreign Bidder, *in addition to indicating (i.e. disclosing) the Indian agent's commission, if any, in a manner described under GITB sub clause 12.2 above*, shall also furnish the following information:-

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement.

15. Firm Price / Variable Price

- 15.1 Unless otherwise specified in the SITB, prices quoted by the Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account. If a Bidder, against the requirement for fixed price Bid, submits the Bid with variable/ adjustable price, that Bid will be treated as un-responsive and rejected.
- 15.2 In case the Bidding documents require offers on variable price basis, the price quoted by the Bidders will be subject to adjustment during the currency of the contract to take care of the changes in the cost of labour and material components in accordance with the price variation formula to be specified in the SITB. If a Bidder submits firm price quotation against the requirement of variable price quotation, that Bid will be prima-facie acceptable and considered further, taking price variation asked for by the Bidder as zero.
- 15.3 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GITB clause 13 will apply for both firm price Bid and variable price Bid.

16. Alternative Bids

- 16.1 Unless otherwise specified in the Schedule of Requirements, alternative Bids shall not be considered.

17. Documents Establishing Bidder's Eligibility and Qualifications

- 17.1 Pursuant to GITB clause 11, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract, *if its Bid is accepted.*
- 17.2 The documentary evidence needed to establish the Bidder's qualifications shall fulfill the following requirements:-
- a) in case the Bidder offers to supply goods, which are manufactured by some other firm, the Bidder has been duly authorized by the goods manufacturer to quote for and supply the goods to the purchaser. The Bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
 - b) the Bidder has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
 - c) in case the Bidder is not doing business in India, it is/will be duly represented by an agent stationed in India *fully equipped and able to carry out the required contractual functions and duties of the supplier* including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.
 - c) in case the Bidder is an Indian agent quoting on behalf of a foreign manufacturer, the Indian agent is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.
- 17.3 Original manufacturer or their authorized dealers are eligible to quote. For imported items, either the Indian office of the manufacturer or the Indian agent of the manufacturer is eligible. Bidding restrictions for principal/OEM and agent as per CVC circular No. 03/01/12 dt. 13.01.2012 would apply. Level of experience in the relevant field and item, past performance and service, technical capability, special terms effecting performance, software genuinely, efforts to minimize down time of equipment, service provided to sister institutes, performance of the quoted equipment at a sister institute or other central Govt. Institute would be considered while deciding eligibility of a bid.
- 17.4 As per the provisions contained in the CVC circular no. 03/01/12 dt. 13.01.2012 the bidder should be either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. If an agent submits bid on behalf of the Principal /OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
- 17.5 Similarly bids from the Indian agent and sub-agent of the Indian agent for the same item in the same tender or by the Indian agent for one Principal/OEM and the sub-agent of the same Indian agent for another Principal/OEM for the same item/product will not be accepted.

- 17.6 As per the provisions contained in CVC Office memorandum no. 12-02-1-CTE-6 dt.17.12.2002 experience and past performance on similar contracts for last 2 year, capabilities with respect to personnel, equipment and manufacturing facilities, financial standing through latest I.T.C.C., Annual report (Balance sheet and Profit & Loss Account) of last 3 years, the quantity, delivery and value requirement shall be kept in view, while deciding eligibility.
- 17.7 Bids from companies/agents against whom there are past records of bad performance/service to the institute will not be accepted unless there is enough evidence that the company/agent subsequently improved its performance.

18. Documents establishing Good's Conformity to Bidding Document

- 18.1 The Bidder shall provide in its Bid the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the Bid fully conform to the goods and services specified by the purchaser in the Bidding documents. For this purpose, the Bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the Bid documents to establish technical responsiveness of the goods and services offered in its Bid.
- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the Bidder, the Bidder shall list out the same in a chart form without ambiguity and provide the same along with its Bid.
- 18.3 If a Bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its Bid will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

19. Bid Security (i.e. Earnest Money Deposit)

- 19.1 Pursuant to GITB 11, the Bidder shall furnish along with its Bid, the Bid Security / earnest money for amount as shown in the List of Requirements. The Bid Security / earnest money is required to protect the purchaser against the risk of the Bidder's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The Bidders, who are currently registered and, also, will continue to remain registered during the Bid validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi are exempted from furnishing Bid Security / earnest money. In case the Bidder falls in these categories, it should furnish certified copy of its valid registration details (with DGS&D or NSIC, as the case may be).
- 19.3 The Bid Security / earnest money shall be denominated in Indian Rupees.
- 19.4 The Bid Security / earnest money shall be furnished in one of the following forms:-

- i) Account Payee Demand Draft

The demand draft shall be drawn on any commercial bank in India, in favour of the authority specified in the SITB.

- 19.5 The Bid Security / earnest money shall be valid for a period of forty-five days beyond the validity period of the Bid.
- 19.6 Unsuccessful Bidders' Bid Securities / earnest monies will be returned to them without any interest, after expiry of the Bid validity period, but not later than thirty days after conclusion of the resultant contract. Successful Bidder's Bid Security / earnest money will be returned without any interest, after receipt of performance security from that Bidder.
- 19.7 Bid Security / Earnest money of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid *in any respect* within the period of validity of its Bid. The successful Bidder's Bid Security / EMD will be forfeited, if it fails to furnish the required performance security within the specified period.

20. Bid Validity

- 20.1 If not mentioned otherwise in the SITB, the Bids shall remain valid for acceptance for a period of **120 days (One hundred twenty days)** after the date of Bid opening prescribed in the Bid document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the Bidders may be requested by the purchaser to extend the validity of their Bids upto a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and they are also to extend the validity period of the BID SECURITY accordingly. A Bidder, however, may not agree to extend its Bid validity without forfeiting its BID SECURITY.
- 20.3 In case the day upto which, the Bids are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the Bid validity shall automatically be extended upto the next working day.

21. Signing and sealing of bid (Not application for e-procurement)

- 21.1 The Bidders shall submit their Bids as per the instructions contained in GITB Clause 11.
- 21.2 Unless otherwise mentioned in the SITB, a Bidder shall submit two copies of its Bid marking them as “Original” and “Duplicate”.
- 21.3 The original and other copies of the Bid shall either be typed or written in indelible ink and the same shall be signed by the Bidder or by a person(s) who has been duly authorized to bind the Bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid.
- 21.4 All the copies of the Bid shall be duly signed at the appropriate places as indicated in the Bid documents and all other pages of the Bid including printed literature, if any shall be initialed by the same person(s) signing the Bid. The Bid shall not contain any erasure or overwriting, except as necessary to correct any error made by the Bidder and, if there is any such correction; the same shall be initialed by the person(s) signing the Bid.
- 21.5 The Bidder is to seal the original and each copy of the Bid in separate envelopes, duly marking the same as “Original”, “Duplicate” and so on and writing the address of the purchaser and the Bid reference number on the envelopes. The sentence “NOT TO BE OPENED” before(the Bidder is to put the date & time of Bid opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.

D. SUBMISSION OF BIDS

22. Submission of Bids

The bidders must upload their bids online as per the details instructions given at Annexure -IV.

The Bidders must ensure that they upload their Bids not later than the closing time and date specified for submission of Bids.

23. Late Bid

- 23.1 As e-procurement system is adopted, the bidders are requested to upload their bids before the prescribed last date as given in the critical date sheet of NIT.

24. Alteration and Withdrawal of Bid

- 24.1 The Bidder, after submitting its Bid, is permitted to alter / modify its Bid so long as such alterations / modifications are received duly signed, sealed and marked like the original Bid, within the deadline for submission of Bids. Alterations / modifications to Bids received after the prescribed deadline will not be considered.
- 24.2 No Bid should be withdrawn after the deadline for submission of Bid and before expiry of the Bid validity period. If a Bidder withdraws the Bid during this period, it will result in forfeiture of the earnest money furnished by the Bidder in its Bid.

E. BID OPENING

25. Opening of Bids

- 25.1 The purchaser will open the Bids at the specified date and time indicated in the critical date sheet of NIT.

In case the specified date of Bid opening falls on / is subsequently declared a holiday or closed day for the purchaser, the Bids will be opened at the appointed time and place on the next working day.

- 25.2 Authorized representatives of the Bidders, who have submitted Bids on time may attend the Bid opening provided they bring with them the acknowledgement receipt of the bids uploaded.

The Bid opening official(s) will prepare a list of the representatives attending the Bid opening. The list will contain the representatives' names & signatures and corresponding Bidders' names and addresses.

- 25.3 During the Bid opening, the Bid opening official(s) will read the salient features of the Bids like description of the goods offered, price, special discount if any, delivery period, whether earnest money furnished or not and any other special features of the Bids, as deemed fit by the Bid opening official(s).

Only the technical bids shall be opened by the Bid Opening Officials and the bid Opening Committee shall prepared a summary indicating the numbers of bids received and upload in the CPP Portal for Technical Bid Evaluation of the Tender.

SCRUTINY AND EVALUATION OF BIDS

26. Basic Principle

- 26.1 Bids will be evaluated on the basis of the terms & conditions already incorporated in the Bidding document, based on which Bids have been received and the terms, conditions etc. mentioned by the Bidders in their Bids. No new condition will be brought in while scrutinizing and evaluating the Bids.

27. Preliminary Scrutiny of Bids

- 27.1 The Bids will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Bidding document. The Bids, which do not they meet the basic requirements, are liable to be treated as unresponsive and ignored.

- 27.2 The following are some of the important aspects, for which a Bid may be declared unresponsive and ignored;

- (i) Bid is unsigned.
- (ii) Bidder is not eligible.
- (iii) Bid validity is shorter than the required period.
- (iii) Required BID SECURITY has not been provided.
- (iv) Required warranty is shorter than as mentioned in SCC.
- (v) Bidder has quoted for goods manufactured by a different firm without the required authority letter from that manufacturer.
- (vi) Bidder has not agreed to give the required performance security.
- (vii) Goods offered are sub-standard, not meeting the required specification etc.
- (viii) Bidder has quoted variable price against the requirement of firm price.
- (ix) Delivery period quoted by the Bidder is beyond the required period projected in the Bidding document.

- (x) Against a schedule in the List of Requirement (incorporated in the Bidding), the Bidder has not quoted for the entire requirement as specified in that schedule.
- (xi) Bidder has not agreed to essential condition(s) specially incorporated in the Bidding.

28. Minor Informality/Irregularity/Non-Conformity

- 28.1 If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a Bid, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the Bidders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the Bidder by registered/speed post etc. asking the Bidder to respond by a specified date. If the Bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that Bid will be liable to be ignored.

29. Discrepancy in Prices

- 29.1 If, in the price structure quoted by a Bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the Bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 29.3 If there is a discrepancy between the amounts express in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.
- 29.4 If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a Bid, the same will be suitably conveyed to the Bidder by registered / speed post. If the Bidder does not agree to the observation of the purchaser, the Bid is liable to be ignored.

30. Discrepancy between original and copies of Bid (Not applicable for e-procurement)

- 30.1 In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same Bid set, the text etc. of the original copy shall prevail. Here also, the purchaser will convey its observation suitably to the Bidder by register / speed post and, if the Bidder does not accept the purchaser's observation, that Bid will be liable to be ignored.

31. Qualification Criteria

- 31.1 Bids of the Bidders, who do not meet the required qualification criteria prescribed in Section IX, will be treated as unresponsive and will not be considered further.

32. Conversion of Bid currencies to Indian Rupees

- 32.1 In case the Bidding document permits the Bidders to quote their prices in different currencies, all such quoted prices of the responsive Bidders will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the B.C. selling exchange rates established by the State Bank of India for similar transaction, as on the date of Bid opening.

33. Schedule-wise Evaluation

- 33.1 In case the List of Requirements contains more than one schedule, the responsive Bids will be evaluated and compared separately for each schedule. The Bid for a schedule will not be considered if the complete requirement prescribed in that schedule is not included in the Bid. However, as already mentioned in GITB sub clause 13.2, Bidders have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts, wherever applicable, will be taken into account to determine the Bid or combination of Bids offering the lowest evaluated cost for the purchaser in deciding the successful Bidder for each schedule, subject to that Bidder(s) being responsive.

Comparison on CIP Destination Basis

34.1 Unless mentioned otherwise in “Section-III: – Special Instructions to Bidders” and “Section-VI “– List of Requirements”, the comparison of the responsive Bids shall be on “CIP destination basis, duly delivered, commissioned, etc.”, as the case may be.

35. Additional Factors and Parameters for Evaluation and Ranking of Responsive Bids

35.1 Further to GITB Clause 34 above, the purchaser’s evaluation of a Bid will include and take into account the following:

- i) in the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, which will be contractually payable (to the Bidder), on the goods, if a contract is awarded on the Bidder; and
- ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the Bidder) on the goods if the contract is awarded on the Bidder.

35.2 The purchaser’s evaluation of Bid will also take into account the additional factors, if any, incorporated in SITB in the manner and to the extent indicated therein.

35.3 In case there is provision in the Bid documents for price preference to small scale sectors etc. and purchase preference to central public sector undertakings, the same will also be taken care of while evaluating, comparing and ranking the responsive Bids.

35.4 If the Bids have been invited on variable price basis, the Bids will be evaluated, compared and ranked on the basis of the position as prevailing on the day of Bid opening and not on the basis of any future date.

36. Bidder’s capability to perform the contract

36.1 The purchaser, through the above process of Bid scrutiny and Bid evaluation will determine to its satisfaction whether the Bidder, *whose Bid has been determined as the lowest evaluated responsive Bid*, is eligible, qualified and capable in all respects to perform the contract satisfactorily. If there is more than one schedule in the List of Requirements, *then, such determination will be made separately for each schedule.*

36.2 The above mentioned determination will *inter alia*, take into account the Bidder’s financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the Bid document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the Bidder in its Bid as well as such other allied information as deemed appropriate by the purchaser.

37. Contacting the Purchaser

37.1 From the time of submission of Bid to the time of awarding the contract, if a Bidder needs to contact the purchaser for any reason relating to this Bidding and / or its Bid, it should do so only in writing.

37.2 In case a Bidder attempts to influence the purchaser in the purchaser’s decision on scrutiny, comparison & evaluation of Bids and awarding the contract, the Bid of the Bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that Bidder, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

38. Purchaser’s Right to accept any Bid and to reject any or All Bids

38.1 The purchaser reserves the right to accept in part or in full any Bid or reject any Bid without assigning any reason or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

39. Award Criteria

- 39.1 Subject to GITB clause 38 above, the contract will be awarded to the lowest evaluated responsive Bidder decided by the purchaser in terms of GITB Clause 36.

40. Variation of Quantities at the Time of Award

- 40.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by upto twenty-five per cent, the quantity of goods and services mentioned in the schedule (s) in the “List of Requirements” without any change in the unit price and other terms & conditions quoted by the Bidder.

41. Notification of Award

- 41.1 Before expiry of the Bid validity period, the purchaser will notify the successful Bidder(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its Bid for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful Bidder must furnish to the purchaser the required performance security within twenty-one days from the date of this notification. Relevant details about the Performance Security have been provided under GCC Clause 5 under Section IV.

- 41.2 The notification of award shall constitute the conclusion of the contract.

42. Issue of Contract

- 42.1 Promptly after notification of award, the purchaser will mail the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful Bidder by registered / speed post.
- 42.2 Within fifteen days from the date of the contract, the successful Bidder will return the original copy of the contract, duly signed and dated, to the purchaser by registered / speed post.

43. Non-receipt of Performance Security and Contract by the Purchaser

- 43.1 Failure of the successful Bidder in providing performance security and / or returning contract copy duly signed in terms of GITB clauses 41 and 42 above shall make the Bidder liable for forfeiture of its BID SECURITY and, also, for further actions by the purchaser against it.

44. Return of Bid Security (i.e. EMD)

- 44.1 The earnest money of the successful Bidder and the unsuccessful Bidders will be returned to them without any interest, whatsoever, in terms of GITB Clause 19.6.

45. Publication of Bid Result

- 45.1 The name and address of the successful Bidder(s) receiving the contract(s) will be mentioned in the notice board/bulletin/web site of the purchaser.

SECTION – III

SPECIAL INSTRUCTIONS TO BIDDERS (SITB)

SECTION - III**SPECIAL INSTRUCTIONS TO BIDDERS**
(SITB)

The following Special Instructions to Bidders will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Bidders (GITB) incorporated in Section II. The corresponding GITB clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GITB and that in the SITB, the provision contained in the SITB shall prevail.

Sl. No.	GITB Content	GITB Clause No.	Topic	SITB Provision
1.	A. <u>Preamble</u>	1.2.(i)	Definition of Purchaser	The Purchaser is ICAR, Research Complex for NEH Region, Umiam-793103, Meghalaya.
		1.2.(iv)	Definition of Goods	The Goods to be supplied, their Quantity, the Bid Security/EMDs for each of them, their Consignees, etc. are mentioned in the Table attached herewith (as Annexure) & also mentioned in Section – VI. However, their Technical Specifications are mentioned under Section – V.
		1.2.(v)	Bid Security	Please see Annexure for amount(s) of Bid Security / EMD.
2.	B. <u>Preparation of Tenders</u>	12.1	Bid currencies	In case import is needed for supplying any item, price may be then quoted preferably in the currency of Exporter / country of origin.
		13.4.2.a	Price for Import	Price of Goods to be offered from abroad, may then be quoted CIP, Kolkata <i>as per latest edition of Inco terms</i> .
3.	B. Preparation of Bids (Continued)	15.2	Firm Price/ Variable Price	Variable Price Quotation is not acceptable.
		19.4	Bid Security / EMD	Account Payee DD/Bank Guarantee payable at SBI ICAR Complex Umiam Branch (code-12464 favouring “DIRECTOR-ICAR, Research Complex for NEH Region, Umiam, Meghalaya shall be acceptable, for amount(s) as per Annexure attached herewith;
		19.5	Validity of Bid Security / EMD	Bid Security is required to be valid for 45 days beyond the validity-period of Bids in case the bid security/EMD is submitted in the form of Bank Guarantee.
		20.1	Bid Validity	Bid is required to be valid for 120 days from the Date of Opening of Bids.

4.	Bids' Opening	25.1	Opening of Bids	The Bids will be opened in ICAR : Committee Room on 28-03-2020 at 3.00 P.M.
5.	Scrutiny and Evaluation of Bids	28.1	Minor Informality/Irregularity/Non-Conformity	Material Deviations, <i>which would render the Bid liable to be rejected</i> , would include: 1. Non-submission of "Bid Submission Form" (see Section-VII); 2. Bid without a "complete set of this Bidding Document carrying Bidder's signature/initials on every page thereof"; 3. Non-Submission of Bid Security, <i>unless exempted in case of Firms registered with NSIC</i> ; 4. Lack of Warranty terms in Bid; Pre and post installation requirement of the equipments; user list; Compliance report etc. Please note that these Material Deviations are only illustrative, not exhaustive. Bidder must, therefore, fully read and understand the Bidding Document, <i>before submitting the Bid</i> . In case of doubt, <i>if any</i> , the Bidder must contact the Purchaser's office, and seek necessary clarifications in advance.
		33.1	Schedule-wise Evaluation	In case the Bidder offers the discount for combined schedules, <i>conditionally</i> (i.e. Discount to be available, <i>only in case of the Bidder getting the Award of Contract for each of the combined schedules</i>), then such a conditional discount shall not be taken into account for the purpose of Evaluation of Bid-price. Only the Discounts offered unconditionally (<i>i.e. independent Discount for any particular Schedule</i>) shall be taken into account for the purpose of Evaluation of Bid-price.
		34.1	Comparison on CI P Destination Basis	Reasonable loading of Bid-Price (for Delivery-Schedule), <i>if actually required</i> , shall be taken into account, in order to bring at par and thereby appropriately compare both, the "Bid-Price (quoted on FOB/CIF basis) of an imported equipment" and the "Bid-Price (quoted on FOR-Institute basis) of an indigenous equipment". For this purpose, the Freight component (<i>based on the Freight-Rates actually quoted by the Bidder, -- otherwise to be based on the approximate estimates as per the currently existing Freight-rates quoted by our pre-approved Freight-Consolidation-cum-Customs-Clearance Agent</i>) may have to be suitably loaded with the "Bid-Price (quoted on FOB/CIF basis) of an imported equipment".
		35.1	Additional Factors &	Reasonable loading of Bid-Price (for Taxes), <i>if actually required</i> , shall also be taken into account, in order to bring at par and thereby appropriately compare both, the "Bid-Price (quoted on FOB/CIF basis) of an imported equipment" and the "Bid-Price (quoted on Destination-Institute basis) of an indigenous equipment". For example, the amount of concessional Customs Duty (5.1% or as applicable on the Date of Bid-opening) shall have to be loaded with

			Parameters for Evaluation & ranking of Responsive Tenders	<p>the “Bid-price (quoted on FOB/CIF basis) of an imported equipment”.</p> <p>Similarly, the amount of local Taxes e.g. CST, etc. (as applicable on the Date of Bid-opening) shall have to be loaded with the “Bid-price (quoted on FOR-Institute basis) of an indigenous equipment”.</p>
		<u>35.3</u>		Price Preference, to the extent admissible under New GFR, 2017 and new Procurement Manual of MoF, GoI, shall be allowed to the SSI Sector & Central PSUs.
8.	F. Award of <u>Contract</u>	40.1	Variation of Quantities at the Time of Award	Quantity may vary (increase or decrease) to the extent of 25%.

SECTION – IV

LIST OF REQUIREMENTS

Sl. No.	Name of the work	Bid Security/ EMD (in Rs.)	Estimated Cost
1.	Construction of embankment and spillway at Mawkyrwat village, South West Khasi Hills District, Meghalaya under NEC Project	10,000/-	Rs. 4,98,274/-

TENDER SPECIFICATION

Name of work: Construction of embankment and spillway at Mawkyrwat village, South West Khasi Hills District, Meghalaya under NEC Project.

Estimated: Approx. Rs. 4,98,274/- (Rupees four lakhs ninety eight thousand two hundred seventy four) only.

Sl. No	Description of work
1	<p>Earthwork in filling i/c necessary carriage, watering, ramming etc. complete as directed and specified. Earth/sand filling in plinth in layers not exceeding 150mm thick (b) with available excavated earth i/c breaking clods, consolidating each layer by ramming and watering with all lead and lift.</p> <p>Qty. = $(4.00+10.60)/2 \times 3.00 \times 26.00 = 569.40 \text{ m}^3$</p>
2	<p>Providing and laying S & S centrifugally cast (spun) iron pipes (Class LA) conforming to IS-1536: 600mm dia pipe</p> <p>Quantity = $2 \times 12.00 \text{ m} = 24.00 \text{ m}$</p>
3	<p>Plain cement concrete works with coarse aggregate of sizes 13mm to 32mm on foundation bed for footing steps, walls, brick works etc. as directed and specified including dewatering if necessary, and curing complete (shuttering where necessary shall be measured and paid separately)</p> <p>(b) In proportion 1:4:8 (1 cement: 4 coarse sand: 8 coarse aggregate by volume (using mixture machine))</p> <p> $= 2.00 \times 1.25 \times 0.4 = 1.00 \text{ m}^3$ $= 0.30 \times 0.30 \times 0.65 \times 2 = 0.12 \text{ m}^3$ $= 0.30 \times 0.30 \times 1.40 \times 2 = 0.25 \text{ m}^3$ $= 0.30 \times 1.25 \times 0.30 \times 2 = 0.23 \text{ m}^3$ $= 0.30 \times 2.00 \times 0.30 \times 2 = 0.36 \text{ m}^3$ $= 1.25 \times 0.30 \times 0.60 \times 2 = 0.45 \text{ m}^3$ $= 0.60 \times 0.30 \times 0.60 \times 2 = 0.22 \text{ m}^3$ $= 0.65 \times 0.40 \times 0.30 = 0.08 \text{ m}^3$ Qty. = 2.71 m^3 </p>

QUALIFICATION CRITERIA

Sl. No. Post-Qualification Condition

1. Minimum Annual Turnover :

2. Minimum No. & Value of Purchase Orders received each year, for Equipment during last 3 years :

**3. Minimum Past Performance :
Criteria for Equipment offered by Bidder**

4. Firm's Certification Standards :

5. Past Business Reputation :

Signature of Bidder

-----X-----

BID FORM

Date.....

To

The Director,
ICAR-Research Complex for NEH Region,
Umiam, Meghalaya-793103.

Ref. Your Tender Enquiry Document No F. No.....Dated.....,

We, the undersigned have examined the above mentioned Bidding document, including amendment No.--

-----, dated -----(if any), the receipt of which is hereby confirmed. We now offer to supply and deliver.....

(description of goods and services) in conformity with your above referred document for the sum of XXXXXX (total Bid amount in figures and words), as shown in the price schedule(s), attached herewith and made part of this Bid.

If our Bid is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our Bid valid for acceptance for a period upto -----,as required in the GITB clause 20, read with modification, if any in Section-III – “Special Instructions to Bidders” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid upto the aforesaid period and this Bid may be accepted at any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bidding.

Dated this.....day of....., 20...

(Signature)

.....
.....

(Name and designation)

Duly authorized to sign Bid for and on behalf of

.....
.....

.....
.....

SECTION-VIII

PRICE SHEDULE

To be quoted separately in the excel sheet provided as BOQ (Financial Bid)

(Note: Hard Copy of BOQ need not to be submitted)

SECTION-IX

QUESTIONNAIRE (Part –A)

Sl. No.	Details of relevant Information sought	Information to be provided by the Bidder
1.	Name of Firm	:
2.	Date of Establishment of Firm	:
3.	Legal Status of Firm	:
	[Whether Sole Proprietary-ship / Cooperative / Partnership Firm / Company (<i>under Company Act</i>) / Society (<i>under Societies Registration Act</i>)/ Central PSU / State PSU or so?]	
4.	Firm's Registration. No. & Date	:
5.	Copy of Registration. Certificate	: (To be enclosed
6.	Annual Turn-over during last 2 years (along with copies of related Financial Statements e.g. Balance Sheets, Profit & Loss Statement, Cash Flow Statement etc.)	:
7.	Nos. of Purchase Orders received each year during last 3 years [along with copies of PO(s)]	:
9.	Name of Proprietor of Firm (In case of Govt. Firm, Name & Designation of Chief Executive Officer), Along with Address, Tel. No., Fax No. & e.mail address	:
10.	Details of Blacklisting from any Govt. Deptt./Organizations, if any during last 5 years.	: If so, the firm must also provide the detailed reasons for its blacklisting, for consideration of its Bid on overall Merits, if any.

Signature of Bidder :

[Either "**Proprietor**" or
"**Authorized Signatory**"

(*enclosing the **Letter of Authority** from Proprietor*)]

Signatory's Name:

Business Address:

.....

QUESTIONNAIRE (Part – B)

The **Bidder** should furnish **specific answers** to **all the questions/issues** mentioned **below**. In case a question/issue does **not apply** to a **Bidder**, the same should be **answered** with the remark “**not applicable**”.

Wherever necessary and **applicable**, the **Bidder** shall **enclose certified copy** as **documentary proof/ evidence** to **substantiate** the **corresponding statement**.

In case a Bidder furnishes a **wrong or evasive answer** against any of the under-mentioned question/issues, its **Bid** will be **liable** to be **ignored**.

Sl. No.	Query related to Information sought from Bidder	Information to be provided by the Bidder	Guiding Remarks /Note (for Bidder)
1.	Brief description of goods and services offered (Please indicate the Schedule No. & Name of the Goods being offered in your Bid, along with brief details of Services offered)	: Schedule No. Name of Goods Services	i. Services include Installation, Warranty, AMC, etc.; ii. Bid Terms require 3 Years' Warranty
2.	Offer is valid for acceptance upto	:	
3.	Your permanent Income Tax A/C No.	:	
4.	Attach certified copy of your latest/current Income Tax clearance certificate	:	
5.	Status: i) Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/or the National Small Industries Corporation (NSIC), New Delhi, and/or the present purchaser and/or the Directorate of Industries of the concerned State Government for the goods quoted?	: Yes / No.	Please attach certified copy(s) of your registration status etc. in confirmation of your answer(s) to this query.
	If so, indicate the date, up to which you are registered and whether there is any monetary limit imposed on your registration. ii) Are you currently registered under the Indian Companies Act, 1956 or any other similar Act?	Date: Monetary Limit: : Rs. lakhs / Crores : Yes / No. Regn. No.:	

6. i) Please indicate **name & full address** of your **Banker(s)** :

ii) Please provide your **Principal Manufacturing Firm's Bank A/c. No., Bank Code, IBAN Code, SWIFT/BIC Code.**

iii) Please provide your **Indian Agent's Banker's Name & Full Address, Bank A/c. No., Bank Code, IFS Code & MICR Code**

: **Bank A/c. No.:**
Bank Code:
IBAN Code:
SWIFT/BIC Code:
Bank Name:
Address:
Current A/c. No.:
IFS Code:
MICR Code:

7. i) Whether the **Bidder** is **Principal Manufacturer** or **Indian Agent**?

ii) What's the **Amount of Indian Agency Commission (IAC)?**

: **Principal Manufacturer / Indian Bidder**

Schedule No.	Name of Goods	I.A.C. (% of CIP Price)	Indian Commission (IAC) may be quoted as a certain percentage (say, 5% or 10%) of the Price of Imported component of Goods [quoted on CIP (Kolkata) basis].	Agency
---------------------	----------------------	--------------------------------	--	---------------

iii) Whether the **Indian Agent** is **enlisted** with **Department of Expenditure (DoE)**, Ministry of Finance through **DGS&D**, under DoE's **Compulsory Enlistment Scheme** for Indian Agents? :

8. Please state whether **business dealings** with you **currently stand suspended / banned** by any **Ministry/Department of Government of India** or by any **State Govt.** :

.....

 (Signature with date)

.....

 (Full name, designation & address of the person duly authorized to sign on behalf of the Bidder)

For and on behalf of

.....

 (Name, address and stamp of the Bidding firm)

The **Banking details** are required to ensure **Financial Transparency**, &, to facilitate **timely payment** through **E-Payment / ECS / RTGS / LC**, etc.

IN THE FIRM LETTER HEAD

Annexure-I

Name of the Firm_____

Registered/Postal Address_____

1.	Permanent Account Number (PAN)	
2.	Service Tax Registration No., if applicable	
3.	Bank Details	
(i)	Bank Name	
(ii)	Branch Address	
(iii)	Account Number	
(iv)	Account Number	
(v)	Type of Account: (Current/Saving)	
(vi)	MICR No.	
(vii)	RTGS/NEFT code	

Date:

Name of the Authorized Signatory

Place:

Stamp & Signature

IN THE FIRM LETTER HEAD**Details of Equipments & EMD**

Sl. No.	Name of work	Earnest Money in INR	Tender Fee	File No. for reference
1	Construction of embankment and spillway at Mawkyrwat village, South West Khasi Hills District, Meghalaya under NEC Project	Rs. 10,000/- (Refundable)	Rs. 500/- (Non-refundable)	RC/EC-438/NEC/Mawkyrwat/2018-19

UNDERTAKING (to be submitted in Agency/firm's letter pad)

I/We have read and understood ICAR-Research Complex for NEH Region, Umiam, Meghalaya General Terms and Conditions contained in the application form. I/We do hereby declare that all the details provided in this application form are true to the best of my/our knowledge and belief and any mis-representation of facts will render me/us liable to any action as may be deemed fit by ICAR-Research Complex for NEH Region, Umiam, Meghalaya .

I/We do hereby also accept ICAR-Research Complex for NEH Region, Umiam, Meghalaya have the right to accept or reject this application and not to issue invitation to tender me/us.

I/We undertake to communicate promptly to ICAR-Research Complex for NEH Region, Umiam, Meghalaya any change in the condition or working of the firm. It is certified that we have not been blacklisted by any organization of Government of India including Central Vigilance Commission (CVC) in the last three years. The undersigned is fully authorized, he/she represent. I/We authorized ICAR to approach individuals, employees, firms and corporations to verify our competent and general reputation.

Signature.....

Name:.....

Designation:.....

Address:.....

Place:.....

Date:.....

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:.....

To

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. _____

Name of Tender/Work:

Dear Sir,

1. I/ We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/work' from the web site(s) namely:

As per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc...) which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/we hereby unconditionally accept the tender conditions of above mentioned tender documents/corrigendum(s) in its totality/entirely.
5. I/we do hereby declare that our Firm has not been black-listed/debarred by any Govt. Department/Public sector undertaking.
6. I/we certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject that bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at [https:// eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app).

REGISTRATION

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL <https://eprocure.gov.in/eprocure/app>.) by clicking on the link '**Online Bidder Enrollment**' on the CPP Portal which is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (class II or Class III certificates with signing key usage) issued by any certifying authority recognized by CCA India (e.g. Sify/nCode/eMudhra etc.) with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their users ID/password and the password of the DSC/e-Token.

SEARCHING FOR TENDER DOCUMENTS

- There are various search options built in the CPP Portal. To facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

PREPARATION OF BIDS

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents- including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use 'My Space' or 'other important Documents' area available to them to upload such documents. These documents may be directly submitted from

the 'My Space' area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder has to select the payment option as 'offline' to pay the tender fee/EMD as applicable and enter details of the instrument.
- Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- Bidders are requested to note that they should necessarily submit their financial bids in the Format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cell with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric, encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids (i.e. after clicking 'Freeze Bid Submission' in the portal), the portal will give a successful bid submission message and a bid summary will be displayed with the bid no. and the date and time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- Any queries relating to the tender documents and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.
- **Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk Nos. 0120-4200462/0120-4001002 or Mobile No. +91 8826246593.**

I. KHADC license for trade in the State of Meghalaya only.

- a. The Firm/Agency run by the Non-tribal contractor's /firms/ companies/suppliers/stockiest/banded ware house/Private carriage contractors/Co-operative Societies etc. should produce Trading License issued by the KHADC (Govt. of Meghalaya).
- b. Submission of tender paper does not fall under trade as per the above said act. However, if a Non-tribal becomes a successful bidder he has to furnish License issued by the KHADC (Govt. of Meghalaya) before any work involving trade is issued to him.

Further those firm/agency opting for clause "b" above are requested to submit an undertaking as per Annexure –V mandatorily to this effect along with the technical bids as a certification about their capability of submission of the trade license when ask for, failing which the tender are liable to be rejected/not to be considered at any circumstances. (If not applicable submit the relevant document).

UNDERTAKING FOR KHADC LICENSE

(To be given on Company Letter Head)

To,
The Director,
ICAR, Research Complex for NEH Region,
Umiam, Meghalaya.

Sub: Undertaking for submission of KHADC license Tender Reference No. _____
Name of Tender/Work: _____

Dear Sir,

I/We hereby undertake to mandatorily submit the trade license (KHADC license) issued by the Government of Meghalaya, if I/we becomes a successful bidder when, failing which the tender are liable to be rejected/not to be considered at any circumstances. (If not applicable submit the relevant document).

Yours Faithfully,

(Signature of the Bidder, with Official Seal)