



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

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ICAR Parisar, P.O. - Bihar Veterinary College, Patna - 800 014 (Bihar), INDIA  
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F.No.IRCER/P&S-09 (C)/16-17/ARC/

Dated: 6.12.2016

## INVITATION FOR BIDS (IFB) - V

### INVITATION FOR BIDS AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING ANNUAL RATE CONTRACT FOR SUPPLY OF POULTRY FEED AT ICAR-RCER, PATNA.

- A Cost of Tender Form **Rs. 1000/- (Rupees One hundred only) for IFB-XI**
- B Last date of receipt of Tenders in Office is **2.30 PM on 28.12.2016.**
- C Tenders (technical bids) to be opened at **3.00 PM on 28.12.2016.**
- D Tender to remain open for acceptance up to 180 days from the date of opening.
- E The Tender document is also available at our Web-site: **www.icarrcer.in**

#### NOTE:

1. The Director, ICAR-RCER, ICAR Parisar, P/O - BVCC, Patna, may at his/her discretion, extend this date by a fortnight and such extension shall be binding on Tenderers.

From: Director, ICAR Research Complex for Eastern Region, ICAR Parisar,  
P.O.: Bihar Veterinary College, Patna - 800 014.

To,

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Sealed tenders are hereby invited from eligible and qualified bidders on behalf of the Director, ICAR-RCER, P/O - BVCC, Patna for **Annual Rate Contract for supply of following goods AT ICAR-RCER, Patna.**

Sl.N o.	Description of the item	Quantity (in Quintals)	Delivery Schedule
1.	Poultry Feed	400	The material is to be supplied as and when required

\*Note: Please note that the Quantity here means the Quantity of anticipated drawal during Rate-Contract period.

1. A complete set of bidding documents in English may *either* be downloaded free of cost from Institute Website ([www.icarrcer.in/tender](http://www.icarrcer.in/tender)) *or* may be purchased by interested eligible bidder on the submission of a written application to the Assistant Administrative Officer (Purchase), ICAR-RCER alongwith the non-refundable fee of Rs. 1000/- (Rupees One thousand) only, in the form of a Demand Draft, drawn on a Scheduled Commercial Bank in India, in favour of "ICAR Unit, ICAR-RCER", payable at Patna.
2. A Pre-Bid Meeting will be organised for prospective Bidders to seek their feedback on Specifications, Bid conditions, etc. & address them on 15.12.2016 at 11.00 AM in Conference Hall.

The terms and conditions of the contract which will govern any contract made are those contained in the General conditions of contract applicable to the contracts and the special terms and conditions are detailed in the tender forms and its schedules. Please submit your rates in the tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.

3. An earnest money of Rs. 20,000/- (Rupees Twenty thousand) only for the composite contract for IFB-V must be deposited in the form of Bank Guarantee (as per enclosed format) / demand draft / pay order payable to "ICAR Unit: ICAR-RCER, Patna". The particulars of the earnest money deposited must also be superscribed on the top of the envelope by indicating the draft pay order number and date, failing which the tenders will not be opened. The tenders will not be considered if earnest money is not deposited with the tenders.
4. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not withdraw his offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulation, the aforesaid amount of EMD will be forfeited by the Institute. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the Institute.
5. The Schedules of the tenders form should be returned intact with tenderer's signature and seal on every page and any pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the tenders form. If any modification of the schedule is considered necessary, it should be communicated by means of a separate letter along with the tenders. Overwriting/erasing in rates to be quoted by the tenderer will not be allowed otherwise the tenders may be rejected.

6. The tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a Sole Proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
7. If tenderer does not accept the offer, after issue of letter of award by Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.
7. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the Council / Instt. shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, if any, should be signed by the tenderer.
8. The original copy of the tenders is to be enclosed in double cover. The inner cover should be sealed. The outer cover should be superscribed "**Bid for Annual Rate Contract for supply of Poultry Feed at ICAR Research Complex for Eastern Region, ICAR Parisar, P.O. Bihar Veterinary College, Patna - 800014**" with address of this office and the tenderer shall place two envelopes clearly marked containing technical bid and financial bid separately in the main envelop. All Tenders should be sent by Registered Post. Tenders to be hand delivered should be put in the tenders box, which will be kept in the **Room No.113** Office of the ICAR-RCER, P/O - BVCC, Patna not later than **2.30 PM on 28.12.2016**.
9. The rates quoted by each firm for contract in tenders be given both in words and figures failing which the same is liable to be rejected. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on tenderer's behalf should be indicated in the tenders. Name and address of permanent representative of the tenderer, if any, may also be indicated.
10. The Institute is **not bound to accept the lowest or any other tenders** and also reserve to itself the right of accepting the tenders in whole or in part. You are, however, at liberty to submit Tenders for the whole or any portion or to state in

the tenders that the rates quoted shall apply only if the tenders are considered fully. Other conditional Tenders will not be accepted.

11. **Performance Security @ 5% of the anticipated overall drawal during the rate-contract period of one year, will be obtained at the time of award of rate-contract**, from the successful rate-contract awardee(s), in the shape of Demand Draft/Bank Guarantee drawn in favour of "ICAR Unit: ICAR-RCER, Patna", *which will be refunded after satisfactory completion of rate-contract period of one year*. In the event of non-deposition of the same, the earnest money will be forfeited. The security shall be refunded to the contractor after satisfactory completion of the contract or adjusted against any damages or loss of property etc. caused by the personnel deputed by the agency. No interest will be paid on the security money deposited with the Institute.
12. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.
13. The VAT or any other tax which is as per the rules of the Govt., shall be deducted at source from bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.
14. Decision of the Director of the Institute shall be final for any aspect of the contract and binding to all parties. Disputes arising, *if any*, on the contract, will be settled at his/her level by mutual consultation and in case of failure of settlement, the dispute shall be referred to the sole arbitrator to be appointed by the Director of the Institute. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.
16. Acceptance by the Institute will be communicated by FAX/Speed Post or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but whichever communication is received earlier by the Contractor, should be acted upon immediately.
17. The evaluation of bids will be based on the consolidated lowest bid-price among the Technically responsive bidders, not to be based on the lowest bid-price for any individual items. As such, the Negotiation, if any, will be held only with the bidder, whose overall consolidated bid-price is found to be the lowest. While awarding the contract, the Institute may choose to delete certain items, if their respective bid-prices appear to be unreasonable.

## TENDERS FOR THE CONTRACT FOR ARC of Poultry Feed

Full Name & Address of the tenderer (in Addition to Post Box No., if any) (To be quoted in all communications to this office)	:	
Telephone No.	:	
Telegraphic Address/FAX/ Cellular No.	:	
E-Mail Address	:	

From:

\_\_\_\_\_

To,

The Director,  
ICAR-RCER,  
ICAR Parisar, P/o - BVCC, Patna - 800 014

I/We have **read and understood** all the particulars regarding the general information and other terms and conditions of the contract for **Annual Rate Contract for supply of Poultry feed** for a period of **one year** at ICAR-RCER, Patna and **agree to provide the best services** as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in this Tender and I/We agree to hold this offer open till 180 days. The rates quoted will be valid for a period of **one year** in the event of award of the Contract, *as per the terms of the Contract*. I/We shall be bound by a communication of acceptance dispatched within the prescribed time.

1. That I am proprietor / Managing partner / Managing Director / Director / President of M/s \_\_\_\_\_ which is in the business of \_\_\_\_\_
2. I/We have **understood** these terms and conditions for the contract and shall **provide the best services**, strictly in accordance with these requirements.
3. The **following** Additional **pages** have been **added** to form a part of this tender, bearing Page Nos.:\_\_\_\_\_.
4. Every page so attached with this Tender bears my signature and the office seal.
5. Pay order/ DD No. \_\_\_\_\_ of Rs. \_\_\_\_\_ drawn in favour of 'ICAR Unit: ICAR-RCER, Patna' is enclosed as earnest money required.
6. That the firm has **not been blacklisted** by any State or Central Ministry/Department or Government Organization.

Yours faithfully,

Dated:

**Signature & Seal of the Tenderer**

1<sup>st</sup> Witness with address \_\_\_\_\_

2<sup>nd</sup> Witness with address \_\_\_\_\_

Signature of witness

**Bid Schedule - I**

Sl. No.	Particulars to be filled in by the bidder/tenderer	
<b>Part- I</b>		
1.	Name of the Firm/ Agency	
2.	Name of Proprietor/Partners/Directors	
3.	Full address with Telephone No. and Post Box No., <i>if any</i>	
4.	Constitution of the Firm/ Agency (Attach copy) Indian Companies Act, 1956/Indian Partnership Act, 1932/ Any other Act (Please give names of partners, <i>if not the owners</i> )	
5.	<p>For Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender.</p> <p>i) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the Tenders to refer dispute condemning business of the partnership to arbitration.</p> <p>ii) If the answer to above is in point one and two the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partner</p>	
6.	Name and Full Address of your Bank	
	Name of the Bank Branch	
	Bank Account No.	
	IFSC Code	
7.	Your Permanent Account Number (PAN)	
	Income Tax No./Circle/Ward	
8.	VAT No. (Attach Copy)	
9.	Provide details of Clients for whom supply of poultry feed carried out within the last Two years (Attach Certificate/Work Order)	
10.	Experience in dealing with Central/State Govt. Departments/Autonomous bodies of Govt. of India/Corporations of Govt.	

	of India/reputed public or private organizations copies of the same should be furnished.		
<b>11.</b>	Any other relevant information		
<b>Part- II</b>			
<b>12.</b>	Earnest Money Deposited DD No. and Date		<b>Yes/No</b>
<b>Part- III</b>			
<b>13.</b>	Name and Address of the firm's representative and whether the firm would be present at the opening of the Tenders.		
<b>14.</b>	Name of the Permanent Representative to be visiting ICAR-RCER, Patna regarding the contract.		

I/We certify that the facts stated above are true and undertake to submit any other testimonials certificates whenever called for in support of our statement. This application will not in any way construe as our claim for empanelment.

Date : \_\_\_\_\_

Place: \_\_\_\_\_

***AUTHORISED SIGNATORY***

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

**GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE ANNUAL RATE CONTRACT FOR PROVIDING POULTRY FEED at ICAR-RCER, Patna:-**

**Terms & Conditions**

**A) Relating to Submission of Tenders :**

1. Sealed Tenders are invited from the firms for entering into Annual Rate Contract for supply of poultry feed as per schedule attached for a period of One Year from the date of award of the rate contract subject to renewal on an annual basis on satisfactory services of the awardees. The detail specification of poultry feed required is given below.

Sl. No.	Characteristic	Requirement for			
		Chick Feed	Growing Chicken Feed	Laying Chickent Feed	Breeder Layer Feed
1	Moisture Max %	11	11	11	11
2	ME Min % (Kcal/kg)	2700	2700	2700	2800
3	Crude Protein Min %	20-22	16-18	18-20	18-20
4	Crude Fibre Max %	7	8	8	8
5	Calcium % Min	1.0	1.0	3.0	3.0
6	Available P Min %	0.5	0.5	0.5	0.5

The feed should be mixed with Vitamin Supplements, Mineral Supplements including trace minerals, coccidiostat and toxin binders.

**2. Eligibility Criteria :**

- a) The bidder should have at least 2 years of continuous experience in the field of supply of poultry feed. Copy of supply order/purchase order must be attached.
- b) The bidder should have an annual turnover of at least Rs. 5.00 Lakhs per annum (IT return for F.Y. 2015-16) (The bidder should submit relevant documents as proof).
- c) The bidder should be registered with Government. etc.)
- d) The bidder should have valid TIN Number for registration under VAT.
- e) The bidder should have PAN for Income Tax.

3. Any form of over writing or use of more than one ink in the tender will disqualify the tender and such tenders are liable to be outrightly ignored/rejected. Also a tender is liable to be ignored if complete information as required therein is not filled in. The rates quoted should be strictly in accordance with the specifications given in the tender form. The rates should be quoted in words also.

4. The rates should be quoted in Rupees and in quintal basis and rates must be valid for one year. Price quoted must be all inclusive, packing, forwarding, delivery charges. Taxes, VAT etc must be quoted separately.



5. The rates should be quoted as per Format of financial bid enclosed with this tender document for FOR/delivery at ICAR-RCER, Patna.
6. The ARC proposal/tender/bid should be strictly for items of the specification, best quality and feed ingredients should be as per BIS (Bureau of Indian Standard) only. The Warranty period feed must be mentioned in the proposal/tender/bid.
7. Conditional tender/bid will not be entertained and the same will be rejected automatically.
8. Payment shall be made only on the completion of the supply in good condition as per verified weight/measurement mentioned in the supply order. No advance payment will be made in any circumstances.
9. The supply will have to be made at regular intervals as per the respective supply orders to be issued during the rate-contract period of one year. The supply must be made within 21 days from the date of placing the supply order, failing which **penalty will be charges @ 0.05% per day.**
10. The Director, ICAR-RCER reserves the right to accept or reject any or all Tender or part tender without assigning any reason thereof.
11. The Director, , ICAR-RCER also reserves the right to withdraw any part of the job or the whole of it at any stage, even after acceptance of the quotation / finalization of the tender and assignment of the job without assigning any reason therefore. The decision of the Director, , ICAR-RCER in all these matters shall be final and binding.
12. The evaluation of bids will be based on the consolidated lowest bid-price among the Technically responsive bidders, not to be based on the lowest bid-price for any individual items. As such, the Negotiation, if any, will be held only with the bidder, whose overall consolidated bid-price is found to be the lowest. While awarding the contract, the Institute may choose to delete certain items, if their respective bid-prices appear to be unreasonable

Dated\_\_\_\_\_

**(Signature & Seal of Tenderer)**

### FINANCIAL BID

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

Last date for receipt of Tender : **2.30 PM on 28.12.2016.**

Date of opening of Financial Bid : As per the intimation.

To

Director,  
ICAR Research Complex for Eastern Region,  
ICAR Parisar, P.O. Bihar Veterinary College,  
Patna - 800 014.

Sir,

I/We wish to submit our Tenders for **Annual Rate Contract for supply of poultry Feed at ICAR-RCER, Patna** on the following rates:-

Sl. No.	Items	Specification	Approximate Qty (in quintals)	Rate per quintal (in Rs.)	Total (in Rs.)
1	2	3	4	5	6 (4 x 5)
1	Chick Feed	As mentioned in the tender/bid document	400		
2	Growing Chicken Feed		400		
3	Laying Chicken Feed		400		
4	Breeder Layer Feed		400		
				<b>Sub Total</b>	
				<b>VAT/CST/Taxes</b>	
				<b>Grand Total</b>	

Signature of Tenderer

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

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

Signature \_\_\_\_\_

Name & Address of the Firm \_\_\_\_\_

Telephone No. \_\_\_\_\_

Mobile No. \_\_\_\_\_

Name of Firm's Bank: \_\_\_\_\_

Name of Bank Branch: \_\_\_\_\_

Bank Account No.: \_\_\_\_\_

IFSC Code: \_\_\_\_\_

**MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD**

Whereas M/s ..... (hereinafter called the "tenderer") has submitted their offer dated..... for the supply of ..... (hereinafter called the "tender") against the purchaser's tender enquiry No. ....

KNOW ALL MEN by these presents that WE ..... of ..... having our registered office at ..... are bound unto ..... (hereinafter called the "Purchaser) in the sum of .....for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ..... day of ..... 2016.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
  - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the authorized officer of the Bank)

.....  
.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,

The Director,  
ICAR-RCER, ICAR Parisar,  
P/o - BVCC, Patna - 800 014 (BIHAR).

WHEREAS ..... (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated ..... to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs....  
.....  
(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of ....., 20.....

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch