



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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F.No.IRCER/P&S-49 (D)/17-18/NRC-IF, Motihari/

Dated: 07.08.2017

INVITATION FOR BIDS (IFB) - II

INVITATION FOR BIDS AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING CONTRACT FOR HIRING OF JCB MACHINE FOR CLEANING OF MOTI LAKE, MOTIHARI.

- A Cost of Tender Form **Rs. 1000/- (Rupees One thousand only)**
- B Last date of receipt of Tenders in Office is **11.00 AM on 28.08.2017.**
- C Tenders (technical bids) to be opened at **11.30 AM on 28.08.2017.**
- 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 OSD, NRC-IF, Motihari and 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: OSD, NRC-IF, Motihari and 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 OSD, NRC-IF, Motihari and Director, ICAR-RCER, P/O - BVCC, Patna towards **Contract for hiring of following machines AT Moti Lake, Motihari.**

Sl.No.	Description of the item	Aprox. Quantity (in Hours)	Delivery Schedule
1.	Hiring of JCB Machine	1500	The machine is to be hired as and when required.

*Note: Please note that the Quantity here means the Quantity of anticipated drawal, which may vary as per actual need, during 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) *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 10.08.2017 at 3.00 PM 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. 30,000/- (Rupees Thirty thousand) only for the composite contract for IFB-II** 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.
8. 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.
9. 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 for Hiring of JCB Machine for cleaning of Moti Lake AT Motihari**" 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 **11.00 AM on 28.08.2017**.
10. 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.
11. 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.

12. **Performance Security @ 5% of the anticipated overall drawal during the contract period of six months, will be obtained at the time of award of rate-contract, from the successful 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 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.
13. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.
14. **The GST 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.**
15. 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. 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 HIRING OF JCB MACHINE

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 OSD, NRC-IF, Motihari
AND
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 **Hiring of JCB Machine for cleaning of Moti lake, Motihari** 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 **six months** 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,

Signature & Seal of the Tenderer

Dated:

1st Witness with address _____

2nd Witness with address _____

Signature of witness

Bid Schedule - I

Sl. No.	Particulars to be filled in by the bidder/tenderer	
Part- I		
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.	For Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender. i) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the Tenders to refer dispute condemning business of the partnership to arbitration. ii) If the answer to above is in point one and two the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partner	
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.	GST No. (Attach Copy)	
9.	Any other relevant information	
Part- II		
10.	Earnest Money Deposited DD No. and Date	Yes/No
Part- III		
11.	Name and Address of the firm's representative and whether the firm	

	would be present at the opening of the Tenders.	
12.	Name of the Permanent Representative to be visiting NRC-IF, Motihari and 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 CONTRACT FOR HIRING OF JCB MACHINE FOR CLEANING OF MOTI LAKE, MOTIHARI,:-

Terms & Conditions

A) Relating to Submission of Tenders :

1. Sealed Tenders are invited from the firms for entering into Contract for hiring of JCB machine as per schedule attached for a period of six months from the date of award of the contract.
3. No advance payment will be made but payment is assured within 30 days from the date of satisfactory receipt of supply and submission of your bill, subject to the condition that all the required formalities are accomplished before submission of bill.
4. Quantity (Hours) may be deleted / increased or decreased as per requirement, while placing the supply order.
5. The rates for respective quantities **to be delivered** at respective sites, should be quoted in enclosed format of Price Schedule on F.O.R at respective Delivery Points i.e. **At Moti Jheel, Motihari, (East Champaran), Bihar.**
6. The **services** will have to be completed within **60 days** from the date of receipt of the respective order. Penalty will be imposed at 0.25% per day maximum upto 2.5% of the total cost of service to be provided, if service are not completed within in the scheduled time of mutual extended period. The Director, ICAR RCER may cancel the contract and take recourse to other action as deemed appropriate once the total amount exceeds 2.5% of the contract amount.
7. **Mandatory documents to be attached are:**
 - i. **REGISTRATION CERTIFICATE**
 - ii. **COPY OF GST NUMBERS**
 - iii. **INCOME TAX RETURN OF 2015-16 and 2016-17**
 - iv. **COPY OF PAN CARD**
 - v. **COPY OF CERTIFIED BALANCE SHEET OF FINANCIAL YEAR 2016-17****The above document must be enclosed with the quotation, failing which the quotation may not be considered.**
8. Tenderers are advised to inspect the site and its surroundings and satisfy themselves before submitting their tender as to the nature of the ground and sub-soil, the form and nature of the site, the means of access of the site, and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent upon any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and

maintaining at his own cost all materials, tools and paints, facilities for workers and all other services required for executing type of work and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and all the stores, tools and plant, etc., to be arranged by him by the Government and local conditions and other factors having a bearing on the execution of the work.

- a. 2% of the total contract value will be charged if water & electricity is provided by this Institute.
9. Income-tax at the prescribed rate will be deducted from the bill of the executing agency/contractor.
10. The Competent Authority on behalf of the Director, ICAR-RCER, does not bind himself to accept the lowest or any other tender and reserves right to reject any or all of the tenders received without assignment of any reason. All Tenders, in which any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.
11. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be rejected.
12. Tender Documents are not transferable.
13. The Institute will not be responsible for any loss or damage in transit. Insurance if any required has to be done by the contractor at his own cost.
14. Materials to be purchased and test for various items of works to be carried as per CPWD/PWD specifications or ISI standards.
15. The agency to whom work has been awarded will be the principal employer for the labour force. This Institute will have no liability in this regard. The agency must ensure that the Labour are engaged in conformity with applicable labour laws of the land.
16. The labourers engaged should strictly follow the discipline and decorum of the Institute and he will be liable for any loss or damage caused by them to the Institute property. The Institute will not be held responsible for payment of any compensation to the labourers engaged by him for any sort of things.
17. Implements / materials required for the above work should be provided by the contractor. The firm has to make their own arrangements for accommodation/food for the labourers. Then contractor shall pay all compensations etc., including accident compensations due to their labourers. The Institute will not be responsible for any claim by the labourers engaged by the firm.
18. Arbitration in respect of all disputes between the agency and the Institute in connection with the works shall be referred to the sole Arbitrator to be appointed by the council. The decision of the sole Arbitrator so appointed shall be final and binding on both the parties. Only courts in Patna shall have jurisdiction over any suit arising out of this transaction.
20. Tendering firm will be required to indicate their valid Income Tax /PAN No., GST numbers, Bank details for releasing of payment through RTGS etc.

21. Conditional offers are liable to be rejected summarily.
22. The Director, ICAR Research Complex for Eastern Region, Patna reserves all rights to accept or reject any of the quotations without assigning any reasons thereof.
26. **The rate must be quoted for hiring of charges including POL, Labour Charges, etc. No extra charges will be borne by the Instittue.**
27. **The payment will not be made for the breakdown of Machine or any fault occurred in the Machine during the execution of the work.**

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 : **11.00 AM on 28.08.2017.**

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

To

The OSD, NRC-IF, Motihari
AND
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 **Contract for hiring of JCB machine for cleaning of Moti Lake at Moti Lake, Motihari** on the following rates:-

Sl. No.	Particulars	Total price (Rs.)		
		Qty (in Hours)	Unit Price	Total
(1)	(2)	(3)	(4)	(5) = {(3) x (4)}
1	Hiring of JCB Machine	1500		
			Sub Total	
			Tax	
			Grand Total	

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 offor 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 2017.

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