



भारतीय कृषि अनुसंधान परिषद / Indian Council of Agricultural Research
महात्मा गांधी समेकित कृषि अनुसंधान संस्थान
Mahatma Gandhi Integrated Farming Research Institute
पिपराकोठी, मोतिहारी (पूर्वी चंपारण), बिहार / Piprakothi, Motihari (East Champaran), Bihar

Camp Office : ICAR Research Complex for Eastern Region
ICAR Parisar, P.O.: B.V. College, Patna - 800014, Bihar
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F.No.MGIFRI/P&S-19(IV)/2020-21/Works Raised Bed/

Dated: 02.02.2021

Notice Inviting Tender

Sub: Land Development (Raised and sunken bed) works for in house project at ICAR-MGIFRI, Motihari.

Dear Sir(s),

I am directed to refer to the captioned subject and to say that the OSD, ICAR-Mahatma Gandhi Integrated Farming Research Institute (MGIFRI), Piprakothi, Motihari hereby invites bids from eligible and interested Contractors / firms for the work mentioned below.

1.	Name of the Work	Land Development (Raised and sunken bed) works for in house project at ICAR-MGIFRI, Motihari
2.	Estimated cost of the work including GST	Rs. 8.47 lakhs
3.	Period of completion of work	Maximum 30 days from the award of the work
4.	Form of contract / class of firms eligible	Registered contractor from CCW/ PWD/ CPWD/RWD and similar govt. agencies.
5.	E.M.D (to be paid through Demand Draft or NEFT or RTGS only.)	Rs. 21000.00 (Rs. Twenty one thousand only)
6.	Tender Document Fee to be paid through Demand Draft or NEFT or RTGS only.	Rs. 1000.00 (Rs. One thousand only)
	Note:	1. The Demand Draft is to be issued in favour of "ICAR Unit, NRC-IF, Motihari" payable at "Patna" obtained from Nationalized Bank. 2. For NEFT and RTGS, the details of bank account are as follows. A. Name of the Bank Account: ICAR unit NRC-IF, Motihari

	<p>B. Bank Account Number: 35243498588 C. Name of Bank and Branch: State Bank of India, Bihar Vet. College Campus Branch, Patna D. Branch Code:- 09006 E. IFS Code:- SBIN0009006</p>
	<p>The scan copy of Demand Draft/NEFT Transaction Details/RTGS Transaction Details must be uploaded at the respective places of CPP Portal. Further, the hard copy in case of Demand Draft should be submitted to the Administrative Officer, MGIFRI, Camp office at Room No-106, ICAR-RCER, ICAR Parisar, P.O. Bihar Veterinary Collage, Patna- 14 before bid opening date and time by Post/Speed Post/Courier only.</p>
Address for Communication	<p>The Administrative Officer, ICAR-MGIFRI, Camp office at Room No-106, ICAR Research Complex for Eastern Region, ICAR Parisar, P.O.: Bihar Veterinary College, Patna-800014</p>

The tender document contains the following:-

Annexure-I -	“Checklist towards eligibility criteria”
Annexure II -	“Banking Details certificate”
Annexure III--	“Working Experience Certificate”
Annexure IV-	“Non-blacklisting Certificate”
Annexure V-	“Declaration regarding agreement”
Annexure VI-	“Tender Acceptance Letter”
Annexure VII-	“Tender Declaration Letter”
Annexure VIII-	“Work Commitment Certificate”
Annexure IX-	“Financial Bid Declaration”

Tender Enquiry No.: F. No. MGIFRI/P&S-19(IV)/2020-21/Works Raised Bed/	
Date for Issue/Publishing	04.02.2021
Document Download Date	04.02.2021
Bid Submission start Date	04.02.2021
Bid Submission End Date and Time	18.02.2021 (3.00 PM)
Date and Time for Opening of Bids	19.02.2021 (4.00 PM)
Last date for Receipt of Tender fees and EMD at Address for Communication	18.02.2021 (3.00 PM)

IMPORTANT NOTES:-

- Tender Documents can be downloaded from ICAR-RCER website www.icarrcer.in or from the Central Public Procurement Portal www.eprocure.gov.in. Bidders should enroll / register in the e-procurement module of Central Public Procurement Portal through the website : www.eprocure.gov.in for participating in the bidding process. Bidders should also possess a valid DSC for online submission of bids.

- ii. **Bids received on e-tendering portal only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected and no correspondence in this regard shall be entertained.**
- iii. The OSD / Director, MGIFRI, Motihari reserves the right and discretion to accept / reject any or all the tenders in part /full without assigning any reason thereof.
- iv. The ICAR-MGIFRI will not be responsible for any delay in enrollment / registration as bidder or submitting /uploading the offer on e-tender portal. Hence, bidders are advised to register in e-tendering website www.eprocure.gov.in and enroll their Digital Signature Certificate and upload their quotation well in advance.
- v. Any change / corrigendum/ extension of opening date in respect of this tender shall be issued through websites only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit our website and CPP Portal for updates.
- vi. The tender form/bidder documents may be downloaded from the website: <https://eprocure.gov.in/eprocure/app>. Online submission of Bids through Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) is mandatory. Manual bids / hard copy shall not be accepted.
- vii. In case, any holiday is declared by the Government on the day of opening of the tender , the tenders will be opened on the next working day at the same time. The organization reserves the right to accept or reject any or all the tenders.

**Sd/-
ADMINISTRATIVE OFFICER**

**SPECIFICATION AND OTHER DETAILS
A - GENERAL**

1. Name & Scope of work:

1.1 Brief details of the work are as follows:

A	Brief description and location of work	Land Development (Raised and sunken bed) works for in house project at ICAR-MGIFRI, Motihari
B	Scope of work:	Work
C	Period of Completion	Maximum 30 days from the award of the work

1.2 The OSD / Director, ICAR-MGIFRI, Motihari invites tenders along with EMD of Rs. 21,000/- in the shape of Demand Draft issued by any Nationalized Bank, Payable at Patna to be valid for 3 months from the date of NIT, NEFT or RTGS along with bid. Bids without EMD will be summarily rejected.

2. Qualification data of the Tenderers:

2.1 The tenderer shall furnish the following particulars, supported by documentary evidence as specified in the formats.

Details
1. Certificate of Registration of contractor from CCW/CPWD/ PWD/ RWD and similar govt. agencies.
2. Proof of experience in any type of single civil work of not less than Rs.10.00 lakhs in preceding three financial years.
3. Work Commitment Certificate.
4. Registration under labour department of Government.
5. Certified Balance sheet and P &L account for the financial Year 2018 -19 and 2019-20.
6. Copy of PAN and ITR for the financial year 2018-19 and 2019-20.
7. Certificate of GST Registration.
8. Scan copy of EMD and tender fee.
9. Tender Acceptance Letter.
10. Certificate about Non-Blacklisting.
11. Mandate Form for Banking Details.
12. Tender Declaration Letter.

2.2 Even though the tenderers meet the above qualifying criteria, they are liable to be disqualified / debarred / suspended / blacklisted if they have

- Furnished false / fabricated particulars in the forms, statements and /annexure submitted in proof of the qualification requirements and/or
- Not turned up for entering into agreement, when called upon.

- Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or
- Even while execution of the work, if it is found that the work was awarded to the Contractor based on false / fake certificates of experience, the Contractor will be blacklisted and work will be taken over invoking relevant standard rules of Gol.

3. Site Visit.

The Tenderer, at the Tenderer's own responsibility and risk is advised to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the Tender for entering into a contract, for construction of the work. The costs of visiting the site shall be at the Tenderer's own expenses.

4. Clarification on Tender Documents.

A prospective Tenderer requiring any clarification on Tender documents may contact the Administrative Officer at the address indicated in the NIT.

5. Proposal of Technical Bid

While preparing the Technical bid, bidders may give particular attention to the following:

- I) The Technical Proposal should provide the following information using the attached Standard Forms, where ever applicable.
- II) A brief description of the bidder organization and an outline of recent experience on assignments will have to be furnished. For each assignment, the outline should indicate, *inter alia*, duration of the assignment, contract amount, and bidder's involvement.
- III) List of equipments - if any equipment is to be supplied.
- IV) List of personnel who will be looking after the work execution.

6 Price Offer:

6.1 The bid offer shall be for the whole work and not for individual items / part of the work.

6.2 All duties, taxes, and other levies payable by the contractor as per State / Central Government rules, shall be included in the tender percentage quoted by the tenderer.

7. Validity of Tenders:-

Tenders shall remain valid for a period of not less than six months from the last date for receipt of Tender.

8. Examination of Tender Document and determination of responsiveness:-

Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender document. Those proposals which are found to meet the standards as prescribed by the OSD / Director, ICAR- MGIFRI will only be treated as responsive bids.

9. Evaluation and comparison of price.

9.1 The appropriate committee constituted for the purpose will evaluate and compare the price of all the qualified tenderers.

9.2 Negotiations at any level are strictly prohibited. However, good gesture rebate, if offered by the lowest tenderer (only) may be accepted by the tender accepting authority.

9.3 Selection of tenderer among the lowest and equally quoted tenderers will be in the following orders:

- a) **The tenderer whose bid capacity is higher will be selected.**
- b) **In case the bid capacity is also same the tenderer whose annual turnover is more will be preferred.**
- c) **Even if the criteria incidentally become the same, the turnover on similar works and thereafter machinery available for the work and then the clean track record will be considered for selection.**

10. Verification of documents

Before recommending / accepting the tender, the tender recommending / accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience. The authenticated agreements of previous works executed by the lowest tenderer shall be called for.

11. Award Criteria

11.1 Technically responsive lowest quoted bidder will be awarded the work.

11.2 The tender accepting authority reserves the right to accept or reject any tender or all tenders and to cancel the tendering process, at any time prior to the award of contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the reasons for such action.

11.3 The successful tenderer has to sign an agreement within a period of 15 days from the date of receipt of communication of acceptance of his tender. On failure to do so his tender will be cancelled duly forfeiting the E.M.D., paid by him without issuing any further notice and action will be initiated for black listing the tenderer.

12. Corrupt or fraudulent practices

12.1 The Government requires that the bidders / suppliers / contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government :-

(a) Defined for the purposes of this provision, the terms set forth as follows:

(i) “corrupt practices” means the offering, giving, receiving or soliciting of anything of value to influence the action of a Government official in procurement process or in contract execution: and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish in Tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

I Will blacklist / or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government contract.

(d) Further more, tenderers shall be aware of the provisions stated in the general conditions of contract.

CONDITIONS OF CONTRACT

A. GENERAL

- 1 The documents forming the Contract shall be interpreted in the following order of priority:
 - a) Agreement
 - b) Letter of Acceptance, notice to proceed with the works
 - c) Contractor's Tender
 - d) Conditions of contract
 - e) Specifications
 - f) Drawings
 - g) Bill of quantities
 - h) Any other document listed as forming part of the Contract.
2. **Decisions:** Except where otherwise specifically stated, the OSD / Director ICAR-MGIFRI, will decide the contractual matters between the Department and the Contractor in the role representing the Department.
3. **Delegation:** The OSD/ Director may delegate any of his duties and responsibilities to other officers and may cancel any delegation by an official order issued.
4. **Communications:** All communications will be in writing. Verbal communication, if any, will be reduced to writing at the earliest extent.
5. **Sub-contracting:** Any issue of subcontracting is decided by OSD / Director, ICAR-MGIFRI, Motihari.
6. **Key Personnel:** The Contractor shall deploy one Key Personnel / supervisor at the site who will on his behalf communicate with OSD / Director or his authorised representative. This Key Personnel / supervisor will be in addition to any other person specified in the contract.
7. **Contractor's Risks:** All risks of loss of or damage to physical property and of personnel injury and death, which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.
8. **Contractor to Construct the Works:** The Contractor shall construct and Commission the Work in accordance with the specifications and Drawings (if available).
9. **Power Supply:** The contractor shall make his own arrangements for obtaining power from the Electricity dept., at his own cost. The contractor will pay the bills of Electricity Department for the cost of power consumed by him till the **(Name of work)** is handed over to MGIFRI. If electricity and water are used from MGIFRI, the institute will deduct 1% each in lieu of use of electricity and water consumption.

10. **The work is to be completed by the Intended Completion Date. Any extension under forced majeure circumstances will be at the discretion of the OSD / Director, ICAR - MGIFRI.** For any delay attributable on the firm, liquidated damage @ 0.5 % of contract value (maximum 10 % after which either party may cancel the contract) per week or part of the week will be deducted from the payment.

11. Instructions:

11.1 The Contractor shall carry out all instructions of the competent authority / his representative and comply with all the applicable local laws where the Site is located.

12. **Settlement of disputes:**All dispute will be settled through an arbitrator appointment by the OSD / Director, ICAR - MGIFRI

B. TIME FOR COMPLETION

13. **Time** - The total period of completion is (duration of 30 days) from the date of receipt of Work Order.

13.1 **Extension of time** - Under forced majeure condition OSD / Director, ICAR-MGIFRI, Motihari at his discretion may extend the time of completion of work. For any delay attributable to the firm, liquidated damage @ 0.5 % per week / part of a week proportionately (maximum 10% after which either party may cancel the contract) will be deducted from the payment.

14. **Speed of Work** - OSD / Director, ICAR-MGIFRI, Motihari or his deputed representative will examine and record the progress of work as per required frequency.

15. **Suspension of works by the Contractor** - If the Contractor stops work for 15 days and the Stoppage has not been authorised by the OSD ICAR-MGIFRI, Motihari the Contract will be terminated as per the law.

C. QUALITY CONTROL

16. During construction and / or after completion of the work the OSD ICAR-MGIFRI, Motihari or his representative may inspect the work for quality and workmanship. Any shortfall in quality of material or deficiency in workmanship will be required to be corrected immediately with intimation to the person who has pointed out the same. If such defects will remain unattended till completion of the work OSD ICAR-MGIFRI, Motihari will decide about its acceptance with or without deduction of penalty.

D. COST CONTROL

17. Bill of Quantities:-

The Bill Quantities shall contain items for the construction work to be done by the Contractor. If the quantity exceeds from that specified in the contract, the contractor will immediately bring the same to the knowledge of the OSD, ICAR - MGIFRI

Extra items of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by the competent authority. The rates for extra items shall be worked out by the as per the conditions of the Contract and the same will be binding on the Contractor.

The method of measurements of completed work for payment shall be in accordance with the relevant B.I.S. Codes.

The contractor shall himself procure the steel, cement, Bitumen, Blasting materials, sand, metal, soils, etc., and such other materials required for the work well in advance. The contractor has to bear the cost of materials for conveyance. The department will not take any responsibility for fluctuations in market in cost of the materials, transportation and for loss of materials etc.

The tenderer's particular attention is drawn to the sections and clauses in the BIS/CPWD specification dealing with

- a) Test, inspection and rejection of defective materials and work.
- b) Carriage
- c) Construction plant
- d) Water and lighting
- e) Cleaning up during the progress and for delivery.
- f) Accidents
- g) Delays
- h) Particulars of payments.

The contractor should closely peruse all the specification clauses, which govern the overall tender rate he is tendering.

If there is any contradiction between UE / and B.I.S. specifications, listed and detailed technical specifications, the latter shall prevail.

In case of a job for which specifications are not available with the Schedule or in B.I.S. code and are required to be prescribed, such work shall be carried out in accordance with the written instructions of the Director / O.S.D./ Competent Authority.

The contractor should use the excavated useful soils and stone for construction purpose. Soils used for construction either for homogeneous section in hearting

or in casing zone based on the suitability will be at free of cost and the cost of stone used for construction purpose will be recovered from the contractor's bill. The contractor should quote his tender rate keeping in view of the above aspects.

18. **Taxes included in the Price:**The rates quoted by the contractor shall be deemed to be inclusive of the Tax and other taxes on all materials / services that the contractor will have to purchase for performance of this contract.
19. **Liquidated Damages:**For any delay attributable to the firm, liquidated damage @ 0.5 % per week / part of a week (maximum 10% after which either party may cancel the contract) will be deducted from the payment proportionately.
20. **Cost of Repairs:**Loss or damage to the works or materials to the works between the start date and the end of the defects correction periods shall be remedied by the contractor at the contractor's cost if the loss or damage arises from the contractor's acts or omissions.

E. FINISHING THE CONTRACT

45. Completion:

- 45.1 The Contractor shall request the competent authority to issue a Certificate of completion of the Works and the concerned officer assigned for this purpose / indenter will do so upon deciding that the work is completed.

46. Taking Over:

- 46.1 The Department shall take over the Site and the Works within seven days of the issuance a certificate of Completion based on the report given by the Consultant.

F. Special Conditions

GENERAL SPECIFICATIONS

1. General Specifications for Land Development (Raised and sunken bed) works for in house project at ICAR-MGIFRI, Motihari.

Specifications:

Sunken bed sizes:

80mx12mx1.80m, 80mx12mx1.40m

80mx12mx1.00m

Raised bed sizes:

80mx15mx1.00m x3Nos

Sl No.	Item	Qty	Unit
1.	Earth work in excavation by mechanical means (hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5 meter in width as well as 10 square meter on plan) including getting out and disposal of excavated earth lead up to 30 m and lift up to 1.75m as directed by Engineer - In-charge In all kinds of soil	4213.69	cum

CONTRACT FORM

(May be modified suitably at the time of signing)

This Contract made the _____ day of _____ (Month), _____(Year) between the **Hon'ble President of Indian Council of Agricultural Research** acting through the OSD, **Mahatma Gandhi Integrated Farming Research Institute** (Indian Council of Agricultural Research), (Bihar) (name and address of Employer) (hereinafter called "the **Employer**") and (name and address of contractor) (hereinafter called "the **Contractor**" of the other party).

WHEREAS the Employer is desirous that the Contractor executes the Work of:-

1. Land Development (Raised and sunken bed) works for in house project at ICAR-MGIFRI, Motihari.

(Ref. No.....) (name and identification number of contract) (hereinafter called "the **Works**") at MGIFRI Motihari- Camp office at ICAR-RCER, Patna -800014 (Bihar) and the **Employer** has accepted the Bid by the **Contractor** for the execution and completion of such works and the remedying of any defects therein, at a contract price of **Rs.....(Rupees only)**

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. In this Contract, words and expressions shall assume the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy the defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and in remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:
 - i) Letter of Acceptance
 - ii) Notice to proceed with the works

- iii) Contractor's Bid
 - iv) Bidding data
 - v) General conditions of contract (including special conditions of contract)
 - vi) Specifications
 - vii) Drawings
 - viii) Bill of quantities
- ix) Any other documents listed in the contract data as forming part of the contract

IN WITNESS WHEREOF the Parties have caused this Contract to be executed the day and year first before written.

Binding signature of Employer Signed by

(.....)
OSD, Mahatma Gandhi Integrated Farming Research Institute
 (for and on behalf of the President of ICAR,
 India)

In the presence of (.....)
 Witness 1.

In the presence of (.....)
 Witness 2. Assistant Administrative Officer

Binding signature of Contractor Signed by

_____ (for and on behalf of _____ duly authorized vide Resolution No _____ dated _____ of the Board of Directors of _____)

In the presence of (Witnesses)

1.

2.

(On the letter head of the Firm)

Checklist towards eligibility criteria

Name of the Firm:

Tender Reference No.:

Name of the Tender Work:

Sl. No.	Details	Submitted (Yes/No.)	If submitted, mention page no. of PDF File	Remarks
1	Certificate of Registration of contractor from CCW/CPWD/ PWD/ RWD and similar govt. agencies.			
2	Proof of experience in any type of single civil work of not less than Rs.10.00 lakhs in preceding three financial years.			
3	Work Commitment Certificate.			
4	Registration under labour department of Government.			
5	Certified Balance sheet and P &L account for the financial Year 2018 - 19 and 2019-20.			
6	Copy of PAN and ITR for the financial year 2018-19 and 2019-20.			
7	Certificate of GST Registration.			
8	Scan copy of EMD and tender fee.			
9	Tender Acceptance Letter.			
10	Certificate about Non-Blacklisting.			
11	Mandate Form for Banking Details.			
12	Tender Declaration Letter.			

Signature of Bidder with Official Seal

(Printed on letter head of firm)

Annexure-II

Name of the Firm :

Registered/Postal Address :
.....
.....

1.	Phone number/Mobile number	
2.	E-mail Address	
3.	PAN No.	
4.	VAT/TIN no., if applicable	
5.	Bank Details :	
	Bank Name	
	Branch Address	
	Account no.	
	Type of account (Current/Savings)	

DECLARATION BY THE BIDDER

1. I have read and understood the tender terms and conditions relevant to Tender Document.
2. I have submitted the Technical Bid in accordance with the Terms and Conditions of the above Tender Document.
3. The information furnished in the Technical Bid are true and factual and I clearly understand that our tenders are liable for rejection, if any information furnished is found to be not true and not factual at any point of time.
4. I would abide by the terms and conditions governing this tender. In case if I fail to supply as per requirement, I would be fully responsible for all the consequences that may arise and RCER can exercise appropriate action like black listing in addition to forfeiting of EMD. I shall pay the difference of higher cost involved and other related expenses paid if any for supply of the product.
5. The Commercial Bid is separately submitted against this tender.

SEAL & SIGNATURE OF BIDDER

CERTIFICATE

This is to certify that our firm..... is dealing with various organization of Central/State Govt./ICAR institutes from..... years. We have fulfilled all the work/supply order of respective department/ICAR institutes within time limit with satisfactory.

(Name and address of the tendering firm)
Seal & Sign of the tendering firm

प्रमाणपत्र

प्रमाणित किया जाता है कि हमारे फर्म मेसर्स के द्वारा पिछले वर्षों में केन्द्र/राज्य सरकार के विभिन्न कार्यालय/भारतीय कृषि अनुसंधान परिषद के विभिन्न संस्थानों को अपनी सेवायें दिया जा रहा है। वर्णित वर्षों के दौरान केन्द्र/राज्य सरकार के विभिन्न कार्यालय/भारतीय कृषि अनुसंधान परिषद के विभिन्न संस्थानों से प्राप्त समस्त कार्य आदेश/कय आदेश को नियत समय में संतोषजनक रूप से पूरा/पूर्ति किया गया है।

निविदाकर्ता फर्म का नाम एवं पता
हस्ताक्षर सील सहित

(To be given on Company Letter Head)

TO WHOM IT MAY CONCERN

We hereby certify that our firm..... has no legal suit/criminal case pending or contemplated against the Proprietor of the agency or any of its Directors on grounds of moral turpitude or for violations of any of the laws in-force. Also, that the firm/agency has never been black listed by any Government or semi Government authority during the last 05 years.

(Name and Signature of the Bidder, with Official Seal)

DECLARATION TO BE SUBMITTED BY BIDDER/BIDDER

1. I/We agree to keep the offer of this tender valid up to 180 days from the date of receipt of the tender and not to modify the whole or any part of it for any reason within the above period. If I/we withdraw the tender, EMD may be forfeited.
2. I/We hereby distinctly and expressly declare and acknowledge that before the submission of tender, we have made such examination of the tender documents and such investigation of the work required to be done, as to enable us to thoroughly understand convenient, agreements, stipulations and restriction contained in the contracts and agree that we will not hereafter make any claims or demand to MGIFRI, Motihari based upon on arising out of any alleged misunderstanding or misconception or mistake on our part of the said requirement.
3. I/We shall not assign the contract or any portion of the contract to anyone.
4. If my/our tender is not accepted, the EMD shall be returned on my/our application. If my/our tender is accepted, the earnest money shall be retained by RCER, Patna up to the submission of acceptance letter of contract award to the office and till deposition of **10% of total cost** as required under the contract.
5. If upon written intimation to me/us by the MGIFRI, Motihari, I/we fail to attend the said office on the date fixed therein or I/ we fail to deposit security deposit and entered into the required agreement deed as defined in the terms & conditions in tender documents, then I/we agree to the forfeiture of the earnest money. Any notice required to be served on me/us hereunder shall be sufficiently if delivered to me/us personally or forwarded by post or left at my/our address given herein, such notice shall be deemed to have been served.
6. I/We agree to identify and keep indemnified the first party from any claims, loss or damages that may be caused to the first party on account of my/ our failure to comply with their obligations.
7. I/We have fully understood that the written agreement to be entered between us and MGIFRI shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by us and then by the officer authorized to enter into contract on behalf of ICAR-Mahatma Gandhi Integrated Farming Research Institute, Piprakothi, Motihari.

Signature of Contractor & Seal

Address:-

Contact No.

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

The OSD
 Mahatma Gandhi Integrated Farming Research Institute
 ICAR Research Complex for Eastern Region,
 ICAR Parisar, P.O.: Bihar Veterinary College,
 Patna - 800 014 (BIHAR) INDIA

Sub: Acceptance of Terms & Conditions of Tender for Land Development (Raised and sunken bed) works for in house project at ICAR-MGIFRI, Motihari.

Tender Reference No: _____

Tender Id:-.....

Dear Sir,

i. I / We have downloaded / obtained the tender document(s) for the 'Tender/Work' of **Land Development (Raised and sunken bed) works for in house project at ICAR-MGIFRI, Motihari** from the web site(s) namely:

_____.

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

ii. 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 by the terms / conditions / clauses contained therein.

iii. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

iv. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

v. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Autonomous Body/Organization/Public sector undertaking.

vi. I / We certify that all information furnished by the 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 the 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)

(To be given on Company Letter Head)

Date:

To,

The OSD
 Mahatma Gandhi Integrated Farming Research Institute
 ICAR Research Complex for Eastern Region,
 ICAR Parisar, P.O.: Bihar Veterinary College,
 Patna - 800 014 (BIHAR) INDIA

Sir,

I / We do hereby tender and if this tender be accepted, under take to execute the work entitled “**Land Development (Raised and sunken bed) works for in house project at ICAR-MGIFRI, Motihari**” as shown in the drawings and as per specifications described in this document of MGIFRI, Motihari for the sum of **Rs. 8.47 lakhs** or such other sum as may be arrived under the clause of the standard preliminary specifications relating to “Payment by final measurement at unit rates”.

I/WE have also quoted rates for which I/We agree to execute the work when the lumpsum payment under the terms of the agreement is varied by payment on measurement quantities.

I/WE agreed to keep the offer in this tender valid a period of six month(s) mentioned in the tender notice and not to modify the whole or any part of it for any reason within above period. If the tender is withdrawn by me/us for any reasons whatsoever, the earnest money paid by me/us will be forfeited to Government.

I/WE hereby distinctly and expressly, declare and acknowledge that, before the submission of my/our tender I/We have carefully followed the instructions in the tender notice and have read the preliminary specifications and that I/We have made such examination of the contract documents and the plans, specifications and quantities and of the location where the said work is to be done, and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract, and in the said plans and specifications and distinctly agree that I/We will not hereafter make any claim or demand upon the Government based upon or arising out of any alleged misunderstanding or misconception /or mistake on my/or our part of the said requirement, covenants, agreements, stipulations, restrictions and conditions.

I / WE enclosed to my/our application for tender schedule a crossed demand draft (No. _____ dated: _____) for Rs:

_____ as earnest money not to bear interest.

I / WE shall not assign the contractor or sublet any portion of the same. In case if it becomes necessary such subletting with the permission of the shall be limited to (1) Labour contract, (2) Material contract, (3) Transport contract and (4) Engaging specialists for special item of work.

IF MY / OUR tender is not accepted the sum shall be returned to me/us on application when intimation is sent to me/us of rejection or at the expiration of three months from last date of receipt of this tender, whichever is earlier. If my/our tender is accepted the earnest money shall be retained by the Government as security for the due fulfillment of this contract. If upon written intimation to me/us by the Office, I/We fail to attend the said office on the date herein fixed or if upon intimation being given to me/us or acceptance of my/our tender, and if I/We fail to make the additional security deposit or to enter into the required agreement as defined in tender document, then I/We agree the forfeiture of the earnest money. Any notice required to be served on me/us here under shall be sufficiently served on me/us if delivered to me/us hereunder shall be sufficiently served on me/us if delivered to me/us personally or forwarded to me/us by post to (registered or ordinary) or left at my/our address given herein. Such notice shall if sent by post be deemed to have been served on me/us at the time when in due course of post it would be delivered at the address to which it is sent.

I/WE fully understand that the written agreement to be entered into between me/us and Government shall be the foundation of the rights of the both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorized to enter into contract on behalf of Government.

I AM/WE ARE professionally qualified and my/our qualifications are given below:

S. No.	Name	Qualification

I/WE will employ the following technical staff for supervising the work and will see that one of them is always at site during working hours, personally checking all items of works and pay extra attention to such works as required special attention (eg) Main panel boards, Cable connections etc.,

S. No.	Name	Qualification

I / WE declare that I / WE agree to recover the salaries of the technical staff actually engaged on the work by the department, from the work bills, if I / We fail to employ technical staff as per the tender condition.

TENDERERS / CONTRACTOR’S CERTIFICATE.

(1) I/WE hereby declare that I/We have perused in detail and examined closely the Indian Standard Specifications, all clauses of the preliminary specifications with all amendments and have either examined all the standards specifications or will examine all the standard specifications for items for which I/We tender, before I/We submit such tender and agree to be bound and comply with all such specifications for this agreement which I/We execute in the different Government Departments.

- (2) I/WE certify that I/We have inspected the site of the work before quoting my price, I /We have satisfied about the quality, availability and transport facilities for all the materials.
- (3) I / WE am/are prepared to furnish detailed data in support of all my quoted rates, if and when called upon to do so without any reservations.
- (4) I / WE hereby declare that I / We will not claim any price escalation.
- (5) I / WE hereby declare that I am / We are accepting for the defect liability period as 24 months.
- (6) I / WE declare that I / WE will not claim any extra amount towards any material used for the work other than the quoted works for respective schedule 'A' items.
- (7) I / WE declare that I / WE will execute the work as per the mile stone programme, and if I / WE fail to complete the work as per the mile stone programme I abide by the condition to recover liquidated damages as per the tender conditions.
- (8) I / WE declare that I / WE will abide for settlement of disputes as per the tender conditions.

DECLARATION OF THE TENDERER

- 1) I/WE have not been black listed in any department due to any reasons.
- 2) I/We declare that all the Certificates/Documents submitted by Me/US are Genuine.
- 3) I/WE agree to disqualify me/us for any wrong declaration in respect of the above and to summarily reject my/our tender.

Address of the Tenderer:

Phone No.:
of

Fax No.:

Seal and signature
the CONTRACTOR.

(To be given on Company Letter Head)

Annexure VIII

Date:

WORK COMMITMENT CERTIFICATE

This is to certify that my existing work commitment will not adversely affect my capacity to carry out the work of “Land Development (Raised and sunken bed) works for in house project at ICAR-MGIFRI, Motihari”.

Signature of Bidder with official seal

Financial Bid Declaration

To,

The OSD
Mahatma Gandhi Integrated Farming Research Institute
ICAR Research Complex for Eastern Region,
ICAR Parisar, P.O.: Bihar Veterinary College,
Patna - 800 014 (BIHAR) INDIA

Sir,

I/We wish to submit our tender for **Land Development (Raised and sunken bed) works for in house project at ICAR-MGIFRI, Motihari** on the following rates:

Sr. No.	Particulars	Rates Quoted (INR)
1.	Rates offered for work at MGIFRI in accordance with the terms and conditions specified in the tenders including installation, transportation specially covered all acts and taxes etc. as applicable from time to time	As per BOQ

NOTES:

- The overall comparison shall be done on the basis of the summation of the quoted rates.
- I/We agree to forfeit of the earnest money if I/We fail to comply with any of the terms and conditions in whole or in part lay 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.
- I offer the rate(s) as indicated in the Financial Bid inclusive of all applicable charges, duties and taxes except Goods and Service Tax. The rates are in Indian Rupee.
- I understand and agree that in case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
- I also agree that the quoted rates shall remain firm throughout the tenure of the contract and no revision will be considered for any reason.

Signature _____

Name & Address of the firm _____

Contact No. & Email ID _____

Mobile No _____

INSTRUCTIONS FOR ONLINE BID SUBMISSION:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). 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>

REGISTRATION:

- 1) 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 “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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.
- 4) 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 / TCS / nCode / eMudhra etc.), with their profile.
- 5) 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 DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their userID / password and the password of the DSC / eToken.

SEARCHING FOR TENDER DOCUMENTS:

- 1) 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.
- 2) 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.

- 3) 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:

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) 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.
- 3) 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 formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) 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” 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:

- 1) Bidder should log into the site well in advance for bid submission so that he/she 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the while coloured (unprotected) cells 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.
- 4) The serve 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.
- 5) 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.

- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) 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:

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact 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. The contact number for the helpdesk is 1800 233 7315.

For any technical related queries please call the Helpdesk, Mobile Number -

+91 8826246593 Tel: The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002.

E-mail: support-eproc@nic.in

Note: Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details.

Sd/-

ADMINISTRATIVE OFFICER