



हर कदम, हर डगर  
किसानों का हमसाफर  
भारतीय कृषि अनुसंधान परिषद

*Agriculture with a human touch*



VARANASI  
An ISO 9001:2015 Certified Institute

भारतीय कृषि अनुसंधान परिषद  
भारतीय सब्जी अनुसंधान संस्थान  
पोस्ट बा.सं.1, पोस्ट आ. जखिखनी  
वाराणसी-221305, उ.प्र.

सं.: 1-619/2021/Adm.III

दिनांक: 17.12.2021

To

- 1 Sealed Quotation/ Tenders are hereby invited on the behalf of the Director, ICAR-Indian Institute of Vegetable Research, Varanasi for **REPAIR OF TRANSGENIC NET HOUSE AT THE INDIAN INSTITUTE OF VEGETABLE RESEARCH (I.I.V.R.), VARANASI.** The terms and conditions of the Tender which will govern any contract made are those contained in the General conditions of contract applicable to the contracts placed by the ICAR and by the Research Institutes of the Council and the special terms and conditions are detailed in the tender forms and its schedules. Please submit your rates in the tender form if you are in a position to supply the Equipment in accordance with the requirements stated in the attached schedules.
- 2 **An earnest money of Rs.6,000/- must be deposited in the form of demand draft/ pay order payable to ICAR UNIT, IIVR Varanasi. The particulars of the earnest money deposited must also be super scribed on the top of the envelope containing the Technical Bid by indicating the draft/ pay order number and date, failing which the tender will not be opened. The tender will not be considered if earnest money is not deposited with the tender. The EMD should be valid for a period of forty-five days beyond the final bid validity period.**
- 3 The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resale from 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 EMD deposited by the tenderer shall be refunded back at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- 4 **The Schedules of the tender form should be returned intact and 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 tender 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 tender may be rejected.**
- 5 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 firm if it is a company.

- 6 If the tenderer does not accept the offer, after issue of letter of award by Institute within 15 days, offer made shall be deemed to be withdrawn & 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 others related documents must be signed by every partner of the firm. A person signing the tender 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 Institute shall without prejudice to other civil & criminal remedies cancel the contract & hold signatory liable for all costs & damages.**
- 8 **The original copy of the tender is to be placed in sealed double cover. The Tenderer shall place two sealed envelopes for each item clearly marked BID for ..... (item name). Which should be super scribed with Tender no. & date and “REPAIR OF TRANSGENIC NET HOUSE AT ICAR-IIVR, VARANASI.” with address of this office on the right hand side and that of the tenderer on the left hand bottom side. Right is reserved to reject outstation tenders. All tenders should be sent by Registered Post. Tenders to be hand delivered should be put in the tender box kept in the Administration Wing, ICAR-IIVR, not later than 03.01.2022 up to 11.00 A.M.**
- 9 **The bid shall consist of all technical details including detailed specifications, technical literature, brand name, make, catalogue, authorization letter, dealership certificate, users list, turnover, experience certificates, registration copies, EMD etc. *Submission of catalogue containing details with full specifications of the material quoted is a must for technical comparison.* Only the rates quoted along with their break-ups, taxes, rates, etc. should be kept in the Financial Bid. Only those firms will be considered for opening of the financial bid which will qualify in the technical bid.**
- 10 **Rates quoted should be all inclusive i.e. all taxes, packaging & forwarding, insurance, etc. and must be specifically provided with detailed break-ups. No payment over & above the quoted rates shall be made under any circumstances.**
- 11 **The rates quoted by each firm in tender should be typed written both in words and figures. There should not be any cutting/ overwriting in the rates. 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 tender.**
- 12 **No interest on Performance Guarantee Deposit or E.M.D. shall be paid by the Institute to the tenderer, under any circumstances.**
- 13 **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. The Tenderer is, however, at liberty to tender for the whole or any portion of the Tender. Conditional tenders imposing a condition which is detrimental to the Interest of the Institute or for effective utilization of the Govt. fund will not be accepted.**
- 14 **An amount equivalent to 5% of the approved quoted rates for each implement in the form of D.D./ B.G./ F.D.R. shall have to be deposited by the selected agency/successful tenderer as a Performance Guarantee Deposit after receiving a communication from the Institute, which should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. In the event of non-deposition of the same, the earnest money shall be forfeited. Any non-compliance of the Contract/ Guarantee/ Warrantee clauses, etc. the P. G. Deposit shall be forfeited and no request in this regard shall be considered.**
- 15 **In case of submission of Bank Guarantees for Performance Guarantee Deposit, the B.G.s should be send to IIVR, Varanasi directly by the issuing bank under Registered Post (A.D.). However, if the**

B.G. is deposited directly by the firm to IIVR, in that case, the issuing Bank should mandatory forward an unstamped duplicate copy of the B.G. directly to IIVR under Registered Post (A.D.) with a covering letter to compare with the original B.G. This shall be the duty & obligation of the selected/ successful agency/ firm.

- 16 As per the CVC guidelines, in the Tender, either the Indian Agent on behalf of the Principal/OEM or the Principal/ OEM itself can bid, but both cannot bid simultaneously for the same item/product in the same tender. Also, if an agent submits on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.**
- 17 The decision of the Director, ICAR-IIVR, Varanasi, shall be final for any aspect of the Tender/ Contract and binding on the Tenderer. Disputes arising, if any, on the Tender will be settled at Institute level and in case of failure of settlement, dispute shall be referred to the sole arbitrator to be appointed by the Director, IIVR, Varanasi. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.**
- 18 The tenderer should mandatory provide its full bank details (a/c holder name; a/c no.; name of the Bank & Branch; IFS Code, etc.) along with the Tender document for enabling the payments by e-mode. No payment above Rs.25,000/- shall be paid other than e-mode under any circumstances, as has been made mandatory by G.O.I., Min. of Fin. vide letter F. No. 1(1)/2011/TA/291 dated 31.03.2012.**
- 19 As per the new Public Procurement Policy for Micro & Small Enterprises, effective from 1<sup>st</sup> April, 2012, 20% of the procurement of annual requirement of goods and services will be from the micro and small enterprises, with a sub-target of 4% from MSEs owned by SC/ ST Entrepreneurs. If the tenderer falls under the category of Micro & Small Enterprises, it should be specifically informed along with documentary proof/ certificate issued by the competent authority.**
- 20 The Tenderer should attach financial statements (Trading/ Profit & Loss account as well as Balance Sheet) for the A.Y. 2016-17 onwards duly certified by a C. A. to corroborate their claim of turnover.**
- 21 There should be no legal suit/criminal case pending or contemplated against the Proprietor/ Partners of the Firm or any of its Directors (in the case of Pvt. Ltd. Company) on grounds of moral turpitude or for violations of any of the laws in-force. Also, the firms should not have been Black Listed by any Govt. Department. The Tenderer must enclose this declaration at the time of submission of bid.**
- 22 Any legal/ financial complication on account of infringement of any Patent/ Copyright/ Trademark, etc. or on account of any other factor, due to an act of commission or omission on the part of the Tenderer/ Firm/ Manufacturer shall be the sole responsibility of the Tenderer/ Firm/ Manufacturer and the Institute shall be indemnified from any such pecuniary loss. A certificate to this effect should be mandatory provided.**
- 23 Last 3-5 years continued experience of the Tenderer in the business/ supply of equipment to Central Govt. establishments/ Autonomous bodies of Govt. of India/Corporations of Govt. of India/ reputed public or private organizations. The details along with documentary proof viz. copies of Supply Orders, etc. should be provided by the Tenderer.**
- 24 The supply should be made within the time frame mentioned in the supply order. In case of any extension, prior approval of the office shall have to be taken. In case, the supply is not completed within the time limit, the supply order shall stand cancelled and the bid security would stand forfeited.**
- 25 The firms which are ISO/ ISI/ BIS certified may be given preference.**

- 26 ICAR-Indian Institute of Vegetable Research, Varanasi, being a Scientific and Research Organization, is exempted from payment of Excise Duty (Certificate to this effect, if required, shall be provided on request). The Institute is registered with the D.S.T., New Delhi for claiming exemption of Excise duty as per the G.O.I. Notification No. 10/97- Central Excise dtd. 1.3.1997. Excise duty will not be paid. However, percentage of excise duty payable on basic process must be indicated in each offer.
- 27 The supply is affected at DGS&D Rate Contract, wherever applicable.
- 28 Payment shall be made only on actual delivery in good condition and successful installation & demonstration (which should be free of cost & must be completed before payment). No advance or part payment request shall be made/ considered under any circumstances. Institute is not responsible for payment of transit insurance charges.
- 29 Legal jurisdiction for all disputes shall be within the purview of the Varanasi Court.
- 30 **As per Council's instructions vide F. No. 8-15/2012-IC.II dated 1st August, 2012, if there is any in-built provision for training abroad, in that case the tenderer should clearly and separately mention the cost of the Implement, various taxes thereon and the cost of the visit of the Scientist/s, if required. The cost inclusive quotations for training visits shall not be accepted and will be disqualified. If training abroad in any equipment is required, the Tenderer should specifically mention the detailed and justified reasons for it, informing therein as to whether any such equipment is installed anywhere in India or not. If installed, then why training cannot be done on already installed implement in India. They should also specifically provide the likely period of such training. However, the Training abroad shall ordinarily not be considered, until and unless duly approved by the Council.**
- 31 The guarantee/ warrantee should be from the date of installation. All guarantee/ warranty services should be attended within a maximum limit of 15 days, failing which, proportionate deductions from the P. G. may be made at the discretion of the Institute.
- 32 **Liquidated Damages Clause:** Except as otherwise as mentioned above, if the supplier fails to deliver any or all of the goods or perform the services within the time period (s) specified in the contract, the Institute shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% (half percent) of the delivered price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10% (ten per cent) of the delayed goods' or services' contract price. Once the maximum is reached, the purchaser may consider termination of the contract, if the same have not been terminated already. Further, during the above mentioned delayed period of supply and/or performance, the supplier, notwithstanding any stipulation in the contract for increase in price for any ground, shall not be entitled to any increase in price and cost, whatsoever, which take place during the period of delay. But, nevertheless, the purchaser shall be entitled to the benefit decrease in price and cost on any ground during that period of delay.
- 33 **Force Majeure:** Except as otherwise as mentioned above, the supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Measure. For purposes of this clause, "Force Measure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Measure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical & shall seek all reasonable alternative means for performance not prevented by Force Measure event.

- 34 Termination for insolvency:** If the supplier becomes bankrupt or otherwise insolvent, the purchaser may terminate the contract by giving written notice to the supplier, without any compensation to the supplier, provided, that such termination will not prejudice or affect any right of action or remedy which has accrued and/or will accrue thereafter to the purchaser.
- 35 Termination for convenience:** The purchaser, by written notice sent to the supplier, may terminate the contract, in whole or in part, at any time for its convenience, the notice of termination shall specify that the termination is for purchaser's convenience, the extent to which performance of the supplier under the contract is terminated and the date with effect from which such termination becomes effective. The goods that are complete and ready for shipment within 30 (thirty) days after the supplier's receipt of notice of termination shall be accepted by the purchaser at the contract terms and prices. For the remaining goods, the purchaser may elect:
- To have any portion completed & delivered at the contract terms and prices; and/or
  - To cancel the remainder and pay to the supplier an agreed amount for partially completed goods and services and for materials and parts already procured by the supplier for fulfilling the contractual obligations.
- 36 An undertaking that they fully and unconditionally agree to abide by all the terms and conditions which, if needed, may be modified at the discretion of the Competent Authority, in supply order, for which confirmation from the supplier shall be taken. Non submission of the undertaking may lead to rejection/ non-consideration of the tender. They should also mandatory sign on every page of the Tender Document, which would show their unconditional acceptance of all the terms and conditions of the Tender Document.**
- 37** Any other terms and conditions, which may be updated/ modified from time to time, on the basis of the GOI policies/ instructions or for the optimal utilization of the Govt. fund, shall be applicable and binding on the tenderer.
- 38 All bidders should be mandatory give an index of all documents attached along with page no. thereof. All the conditions and documents as sought under point no. 2,4,7, 8, 9, 10, 16, 18, 20, 21, 22, 23, 30 & 36 (in bold) are mandatory for technical qualification of a firm. Non-submission of these documents/ non-compliance of these conditions shall make the firm liable not to be considered. The format is provided below:**

<b>Sl. No.</b>	<b>Document particulars</b>	<b>Page No.</b>
<b>1</b>	Earnest Money Deposit	
<b>2</b>	GST/PAN, etc.	
<b>3</b>	Signed Tender document OR Undertaking for unconditional acceptance of terms & conditions.	
<b>4</b>	Technical literature including catalogue	
<b>5</b>	Authorization/ Dealership Certificate	
<b>6</b>	User list/client list along with the order copies of last 3-5 years	
<b>7</b>	Bank details	
<b>8</b>	Financial Statements (A.Y. 2017-18 onwards)	
<b>9</b>	No legal case certificate as in item no.21 of tender	
<b>10</b>	Non infringement certificate as in item no.22 of tender	

**Senior Admn. Officer  
ICAR-IIVR, Varanasi**

**Specifications for Repair of Transgenic Net House**  
**(At par or Higher Specifications may also be quoted)**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Qty.</b>	<b>Rate</b>	<b>Amount</b>
	Name of structure: Net House Size: 30 x 20 Mtr. Area: 600 sqm.			
1	Replacement of SS Jali 40 mesh fixed with aluminium strip 20mm. screw and other fixture	Complete		
2	Supply and Installation of LED lights 50 wt with flood fixture	06 No.		
3	Electric wiring supply LED lights with 1.5 mm. copper wire in PVC conduit	Complete		
4	Supply and fixing of switch board with main MCB, switches to On/Off lights individually	Complete		
5	Misc.			

**CHIEF ADM. OFFICER**  
**ICAR-IIVR, Varanasi**