



पूर्वी क्षेत्र के लिए भारतीय कृषि अनुसंधान परिषद का 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-20 (C)/Procurement of Computer and Accessories.

Date: 21.03.2016

BIDDING DOCUMENT FOR PROCUREMENT OF COMPUTER AND ACCESSORIES

Dates of sale of Bidding document	:	From 23.03.2016 till 28.03.2016 during office hours
Place of sale of Bidding document	:	AAO / P&S Section, ICAR-RCER, Patna
Pre-bid meeting in Conference Hall	:	NA
Closing date and time for receipt of Bids	:	11.00 A.M. on 28.03.2016
Place of receipt of Bids	:	AAO / P&S Section, ICAR-RCER, Patna
Time and date of opening of Bids	:	12.00 NOON on 28.03.2016
Place of opening of Bids	:	Conference Hall (Room No. 203), ICAR-RCER, Patna

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SECTION - I

INVITATION FOR BIDS (I F B)



ICAR Research Complex for Eastern Region

ICAR Parisar, P/o - BVCC, Patna – 800 014 (Bihar), INDIA

Phone No. (0612) 2228805, 2228882*104, Fax No.2223956, Website: www.icarrcer.in



F.No. IRCER/P&S-20(C)/15-16/Procurement of computer & accessories/

Date: 21.03.2016

SHORT TENDER NOTICE

ICAR Research Complex for Eastern Region (Indian Council of Agricultural Research), Ministry of Agriculture, Government of India invites **sealed Bids (Two bid system)** from **eligible and qualified Bidders** for supply of computer & accessories under following IFB:-

IFB No.	Details of Items	EMD (₹)
XXI	Supply of Computer & accessories	As per tender document

1. A complete set of bidding documents in English may be downloaded from our website: www.icarrcer.in or may be collected from Asstt. Admn. Officer, ICAR-RCER, Patna on submission of written request on payment of ₹ 1000/- by crossed Demand Draft (Non-refundable); from 23.03.2016. DD may be drawn on a scheduled commercial Bank in India, in favour of "ICAR UNIT: ICAR-RCER, Patna", in case of downloading Bid document from the Institute website, the firm must submit respective cost of bidding document i.e. ₹ 1000/- with its tender, otherwise tender will be rejected straightway.
2. Tenderers shall ensure that their tenders complete in all respects, are dropped in the tender box at the address given above, on or before the closing date and time, failing which the tenders will be treated as late and rejected. In the event of any of the below mentioned dates being declared as a holiday, the tenders will be opened on the next working day at the appointed time. The tender enquiry documents are not transferable.
3. Other detailed terms and conditions are available on our website: www.icarrcer.in/tenders.

Date of Start of Sale of Bidding Documents	: 23 rd March, 2016	Sd/-
Last Date for Submission of Sealed Bids	: 28 th March, 2016 (11.00AM)	(Assistant Administrative Officer)
Date of Opening of Bids	: 28 th March, 2016 (12.00 P.M.)	E-mail: purchasercer@gmail.com

SECTION - II

GENERAL INSTRUCTIONS TO BIDDERS (GITB)

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GENERAL INSTRUCTIONS TO BIDDERS (GITB)

A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

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

1.3 Abbreviations:

- (i) **"Bid Document"** means **Bidding Document** (i.e. **Tender Enquiry Document**).
- (ii) **"IFB"** means **Invitation for Bids**.
- (iii) **"GITB"** means **General Instructions to Bidders**.
- (iv) **"SITB"** means **Special Instructions to Bidders**.
- (v) **"GCC"** means **General Conditions of Contract**.
- (vi) **"SCC"** means **Special Conditions of Contract**.
- (vii) **"DGS&D"** means **Directorate General of Supplies and Disposals**.
- (viii) **"NSIC"** means **National Small Industries Corporation**.
- (ix) **"PSU"** means **Public Sector Undertaking**.

- (x) "CPSU" means **Central Public Sector Undertaking**.
- (xi) "LSI" means **Large Scale Industry**.
- (xii) "SSI" means **Small Scale Industry**.
- (xiii) "LC" means **Letter of Credit**.
- (xiv) "DP" means **Delivery Period**.
- (xv) "BG" means **Bank Guarantee**.
- (xvi) "ED" means **Excise Duty**.
- (xvii) "CD" means **Custom Duty**.
- (xviii) "WDO" means **Women's Development Organization**.
- (xix) "ACASH" means **Association of Corporations and APEX Societies of Handlooms**.
- (xx) "KVIC" means **Khadi Village Industries Commission**.
- (xxi) "RR" means **Railway Receipt**.
- (xxii) "BL" means **Bill of Lading**.
- (xxiii) "FOB" means **Free on Board**.
- (xxiv) "FAS" means **Free Alongside Ship**.
- (xxv) "FOR" means **Free On Rail**.
- (xxvi) "CIF" means **Cost, Insurance and Freight**.
- (xxvii) "CIP" means **Carriage and Insurance Paid**.
- (xxviii) "INCOTERMS" means **International Commercial Terms**.

2. **Introduction**

- 2.1 The **Purchaser** has issued these **Bidding documents** for purchase of **goods** and **related services** as mentioned in **Section –VI - "List of Requirements"**, which also indicates, *interalia*, the **required delivery schedule** and **terms & place** (i.e. **destination**) of **delivery**.
- 2.2 This section (**Section II - "General Instruction to Bidders"**) provides the **relevant information** as well as **instructions** to **assist** the **prospective Bidders** in **preparation** and **submission** of **Bids**. It also includes the **mode** and **procedure** to be **adopted** by the **purchaser** for **receipt** and **opening** as well as **scrutiny** and **evaluation** of **Bids** and subsequent **placement** of **contract**.
- 2.3 The **Bidders** shall also **read** the **Special Instructions to Bidders (SITB)** related to **this purchase**, as contained in **Section III** of these documents and follow the same accordingly. Whenever there is a **conflict** between the **GITB** and the **SITB**, the provisions contained in the **SITB** shall **prevail** over those in the **GITB**.
- 2.4 **Before formulating** the **Bid** and **submitting** the same to the **purchaser**, the **Bidder** should **read** and **examine** all the **terms, conditions, instructions** etc. contained in the **Bid documents**. **Failure** to provide and/or **comply** with the required information, **instructions** etc. incorporated in these **Bid documents** may result in **rejection** of its **Bid**.

3. **Availability of Funds**

- 3.1 **Expenditure** to be incurred for the **proposed purchase** will be **met from** the **funds available** with the **purchaser**.

4. **Language of Bid**

- 4.1 The **Bid** submitted by the **Bidder** and **all subsequent correspondence** and **documents** relating to the **Bid** exchanged **between** the **Bidder** and the **purchaser**, shall be **written** in the **English language**. However, the **language** of any **printed literature** furnished by the **Bidder** in connection with its **Bid** may be **written** in **any other language** *provided the same is accompanied by an **English translation*** and, for purposes of **interpretation** of the **Bid**, the **English translation** shall **prevail**.
- 4.2 The **Bid** submitted by the **Bidder** and **all subsequent correspondence** and documents relating to the **Bid** exchanged between the **Bidder** and the **purchaser**, may **also** be written in the **Hindi language**, *provided that the same are accompanied by **English translation**, in which case, for purpose of interpretation of the Bid etc, the English translations shall prevail.*

5. **Eligible Bidders**

- 5.1 This invitation for Bids is opened to all suppliers who *fulfill the eligibility criteria specified in these documents.*

6. **Eligible Goods and Services**

- 6.1 All **goods** and **related services** to be supplied under the **contract** shall have their **origin** in **India** or **other countries**, subject to any restriction imposed in this regard in Section III (SITB). The term “**origin**” used in this clause means the **place** where the **goods** are **mined, grown, produced, or manufactured** or from where the **related services** are **arranged and supplied**.

7. **Bidding Expense**

- 7.1 The Bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its Bid including preparation, mailing and submission of its Bid and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the Bidding process.

B. BIDDING DOCUMENTS

8. **Content of Bidding Documents**

- 8.1 In addition to Section I – “**Invitation for Bid**” (IFB), the Bidding documents include:

- Section II - General Instructions to Bidders (GITB)
- Section III - Special Instructions to Bidders (SITB)
- Section IV - General Conditions of Contract (GCC)
- Section V - Special Conditions of Contract (SCC)
- Section VI - List of Requirements
- Section VII - Technical Specifications
- Section VIII - Quality Control Requirements
- Section IX - Qualification Criteria
- Section X - Bid Form
- Section XI - Price Schedule
- Section XII - Questionnaire
- Section XIII - Bank Guarantee Form for BID SECURITY
- Section XIV - Manufacturer's Authorization Form
- Section XV - Bank Guarantee Form for Performance Security
- Section XVI - Contract Form

- 8.2 The relevant details of the required goods and services, the terms, conditions and procedure for Bidding, Bid evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested Bidders are expected to examine all such details etc to proceed further.

9. **Amendments to Bidding Documents**

- 9.1 **At any time prior to the deadline for submission of Bids**, the **purchaser** may, for any reason deemed fit by it, **modify the Bidding documents by issuing suitable amendment(s) to it.**
- 9.2 Such an **amendment** will be **notified in writing** on purchaser's Website by **registered/speed post** or by **fax/telex/e-mail, followed by copy of the same by registered post, to all prospective Bidders**, which have **received the Bidding documents** and will be binding on them.

- 9.3 In order to provide **reasonable time** to the **prospective Bidders** to take necessary action in **preparing** their **Bids** as per the **amendment**, the purchaser may, at its discretion extend the deadline for the submission of Bids and other allied time frames, which are linked with that deadline.

10. **Clarification of Bidding Documents**

- 10.1 A Bidder requiring any clarification or elucidation on any issue of the Bidding documents may take up the same with the purchaser in writing or by fax / e-mail/telex. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than twenty one days (unless otherwise specified in the SITB) prior to the prescribed date of submission of Bid.

C.PREPARATION OF BIDS

11. **Documents Comprising the Bid**

- 11.1 The bid must be submitted in **Two Bid System** i.e. The technical bid and the financial bid should be sealed by the bidder in separate covers duly super scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed. The Bid to be submitted by Bidder shall contain the following documents, duly filled in, as required:

- a) **Bid Form and Price Schedule** in accordance with **GITB clause 8.1**
- b) **Documentary evidence**, as necessary in terms of **clauses 5 and 17** establishing that the **Bidder** is **eligible** to submit the **Bid** and, also, **qualified** to **perform** the **contract** *if it's Bid is accepted*.
- c) **Documents** and **relevant details** to **establish** in accordance with **GITB clause 18** that the **goods** and the **allied services** to be **supplied** by the **Bidder** conform to the **requirement** of the **Bid documents**.
- d) **Bid Security** (i.e. **Earnest money deposit**) furnished in accordance with **GITB clause 19.1**; **alternatively, documentary evidence** as per **GITB clause 19.2** for claiming **exemption** from payment of **Bid Security** (i.e. **earnest money**).
- e) **Full bidding document duly signed/initialed.**

And

- f) **Questionnaire** as per **Section XII**.

NB: The **Bidders** may also **enclose** in their Bids, **technical literature** and **other documents** as and if **considered necessary** by them.

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

12. **Bid currencies**

- 12.1 **Unless otherwise specified**, the **Bidder** shall **quote** only in **Indian rupees**.
- 12.2 Where the **Bid condition** specifies **acceptance** of **quotations** in **different currencies**, then, for **domestic goods**, **prices** shall be **quoted** in **Indian rupees only** and for **imported goods**, **prices** shall be **quoted** either in **Indian rupees** or in the **currency** of the **country of origin** of **goods**. As regards **price(s)** for **allied services**, if any required with the goods, the same shall be **quoted** in **Indian Rupees**, if such **services** are to be **performed**

/undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only.

12.3 Bids, where prices are quoted in any other way shall be treated as un-responsive and rejected.

13. **Bid Prices**

13.1 The Bidder shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total Bid prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, same should be clarified accordingly by the Bidder.

13.2 If there is more than one schedule in the List of Requirements, the Bidder has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the Bidder shall quote for the complete requirement of goods and services as specified in that particular schedule, failing which the Bid for that schedule shall be treated as unresponsive and ignored.

13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.

13.4 While filling up the columns of the price schedule, the following aspects should be noted for compliance:-

13.4.1 For goods offered from within India, the prices in the corresponding price schedule shall be entered separately in the following manner:-

- a) the price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including all taxes and duties like sales tax, VAT, custom duty, excise duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.
- b) any sales or other taxes and any duties including excise duty, which will be payable on the goods in India, if the contract is awarded.
- c) Charges towards inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements
and
- d) the price of incidental services, as and if mentioned in List of Requirements.

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

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

13.5 **Additional information and instruction on Duties and Taxes:-**

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

13.5.2 Excise Duty:-

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

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

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

13.5.3 Sales Tax:-

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

13.5.4 Octroi Duty and Local Duties & Taxes:

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

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

13.5.5 Customs Duty:

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

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

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

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

14. Indian Agent

- 14.1 If a **foreign Bidder** has **engaged** an **agent** in **India** in connection with its **Bid**, the **foreign Bidder**, *in addition to indicating (i.e. disclosing) the Indian agent's commission, if any, in a manner described under GITB sub clause 12.2 above*, shall also furnish the following information:-
- a) The **complete name and address** of the **Indian Agent** and its **permanent income tax account number** as allotted by the **Indian Income Tax authority**.
 - b) The **details of the services** to be **rendered** by the **agent** for the **subject requirement**.

15. Firm Price / Variable Price

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

16. Alternative Bids

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

17. **Documents Establishing Bidder's Eligibility and Qualifications**

17.1 Pursuant to **GITB clause 11**, the Bidder shall furnish, as part of its Bid, **relevant details and documents** establishing **its eligibility to quote** and its **qualifications to perform the contract**, *if its Bid is accepted*.

17.2 The **documentary evidence** needed to **establish the Bidder's qualifications** shall fulfill the following requirements:-

- a) in case the Bidder offers to supply **goods**, which are **manufactured by some other firm**, the Bidder has been **duly authorized** by the **goods manufacturer** to **quote** for and **supply** the goods to the **purchaser**. The Bidder shall **submit the manufacturer's authorization letter** to this effect as per the **standard form** provided under **Section XIV** in this document.
- b) the Bidder has the **required financial, technical and production capability necessary to perform the contract** and, further, it **meets the qualification criteria** incorporated in the **Section IX** in these documents.
- c) in case the Bidder is **not doing business in India**, it is/will be **duly represented** by an **agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier** including **after sale service, maintenance & repair** etc. of the goods in question, **stocking of spare parts and fast moving components** and other **obligations**, if any, specified in the **conditions of contract** and/or **technical specifications**.
- d) in case the Bidder is an **Indian agent** quoting on behalf of a **foreign manufacturer**, the **Indian agent** is already **enlisted** under the **Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India**, operated through **Directorate General of Supplies & Disposals (DGS&D)**, New Delhi.

18. **Documents establishing Good's Conformity to Bidding Document**

18.1 The Bidder shall provide in its Bid the required as well as the **relevant documents** like **technical data, literature, drawings** etc. to **establish** that the **goods and services offered in the Bid fully conform to the goods and services specified by the purchaser in the Bidding documents**. For this purpose, the Bidder shall also provide a **clause-by-clause commentary** on the **technical specifications** and **other technical details** incorporated by the **purchaser** in the **Bid documents** to **establish technical responsiveness** of the **goods and services offered** in its Bid.

18.2 In case there is **any variation and/or deviation** between the **goods & services prescribed by the purchaser** and **that offered by the Bidder**, the Bidder shall **list out the same** in a **chart form** without ambiguity and **provide** the same along with its Bid.

18.3 If a Bidder furnishes **wrong and/or misleading data, statement(s)** etc. about **technical acceptability** of the **goods and services offered** by it, its Bid will be liable to be **ignored** and rejected in addition to other remedies available to the purchaser in this regard.

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

19.1 Pursuant to **GITB clauses 8.1 and 11.1(d)**, the Bidder shall furnish along with its Bid, the **Bid Security / earnest money** for amount as shown in the **List of Requirements**. The **Bid Security / earnest money** is required to **protect** the purchaser against the **risk** of the **Bidder's unwarranted conduct** as amplified under **sub-clause 19.7** below.

19.2 The **Bidders**, who are **currently registered** and, also, will continue to remain registered **during the Bid validity period** with **Directorate General of Supplies & Disposals** or with **National Small Industries Corporation**, New Delhi are **exempted** from furnishing **Bid Security / earnest money**. In case the Bidder

falls in these categories, it should **furnish certified copy** of its **valid registration details** (with **DGS&D** or **NSIC**, as the case may be).

19.3 The **Bid Security / earnest money** shall be **denominated** in **Indian Rupees**.

19.4 The **Bid Security / earnest money** shall be **furnished** in **one** of the **following forms:-**

- i) **Account Payee Demand Draft**
- ii) **Fixed Deposit Receipt**
- iii) **Banker's cheque** and
- iv) **Bank Guarantee**

The **demand draft**, **fixed Deposit receipt** or **banker's cheque** shall be **drawn** on **any commercial bank** in **India**, in **favour** of the **authority specified** in the **SITB**. In case of **bank guarantee**, the same is to be provided **from any commercial bank in India** as per the **format** specified under **Section XIII** in these documents.

19.5 The **Bid Security / earnest money** shall be **valid** for a **period** of **forty-five days** **beyond** the **validity period** of the **Bid**.

19.6 **Unsuccessful Bidders' Bid Securities / earnest monies** will be **returned** to them **without any interest**, after **expiry** of the **Bid validity period**, but **not later than thirty days** after **conclusion of the resultant contract**. **Successful Bidder's Bid Security / earnest money** will be **returned** without any interest, **after receipt of performance security** from that **Bidder**.

19.7 **Bid Security / Earnest money** of a **Bidder** will be **forfeited**, if the **Bidder withdraws** or **amends** its **Bid** or **impairs** or **derogates** from the **Bid in any respect** within the **period of validity** of its **Bid**. The **successful Bidder's Bid Security / EMD** will be **forfeited**, if it **fails** to furnish the required **performance security** within the **specified period**.

20. Bid Validity

20.1 If not **mentioned** otherwise in the **SITB**, the **Bids** shall remain valid for acceptance for a period of 90 days (Ninety days) after the date of Bid opening prescribed in the Bid document. Any **Bid valid** for a **shorter period** shall be **treated as unresponsive** and **rejected**.

20.2 In **exceptional cases**, the **Bidders may be requested by the purchaser to extend the validity of their Bids** upto a **specified period**. Such request(s) and responses thereto shall be **conveyed by surface mail or by fax/ telex/cable** followed by surface mail. The **Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid** and they are also to **extend the validity period of the BID SECURITY** accordingly. A **Bidder**, however, may **not agree to extend its Bid validity without forfeiting its BID SECURITY**.

20.3 In case the **day upto which**, the **Bids are to remain valid** falls on/ subsequently **declared a holiday** or **closed day** for the purchaser, the Bid validity shall automatically be extended upto the next working day.

21. Signing and Sealing of Bid

21.1 The **Bidders** shall submit their **Bids** as per the instructions contained in **GITB Clause 11**.

21.2 Unless otherwise mentioned in the **SITB**, a **Bidder** shall submit two copies of its **Bid** marking them as **"Original"** and **"Duplicate"**.

21.3 The original and other copies of the **Bid** shall either be typed or written in indelible ink and the same shall be signed by the **Bidder** or by a person(s) who has been duly authorized to bind the **Bidder** to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the **Bid**.

- 21.4 All the copies of the Bid shall be duly signed at the appropriate places as indicated in the Bid documents and all other pages of the Bid including printed literature, if any shall be initialed by the same person(s) signing the Bid. The Bid shall not contain any erasure or overwriting, except as necessary to correct any error made by the Bidder and, if there is any such correction; the same shall be initialed by the person(s) signing the Bid.
- 21.5 The Bidder is to seal the original and each copy of the Bid in separate envelopes, duly marking the same as "Original", "Duplicate" and so on and writing the address of the purchaser and the Bid reference number on the envelopes. The sentence "NOT TO BE OPENED" before(the Bidder is to put the date & time of Bid opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and **marked properly** as above, **the purchaser will not assume any responsibility** for its misplacement, premature opening, late opening etc.
- 21.6 If permitted in the SITB, the Bidder may submit its Bid through e-Bidding procedure.

D. SUBMISSION OF BIDS

22. Submission of Bids

The bid must be submitted in Two Bid System i.e. The technical bid and the financial bid should be sealed by the bidder in separate covers duly super scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed. Unless otherwise specified, the Bidders are to Deposit the Bids in the Bid box kept for this purpose at a place as indicated in the SITB. In case of bulky Bid, which cannot be put into Bid box, the same shall be submitted by the Bidder by hand to the nominated officers of the purchaser, as indicated in the SITB. The officer receiving the Bid will give the Bidder an official receipt duly signed with date and time.

The Bidders must ensure that they Deposit their Bids not later than the closing time and date specified for submission of Bids. In the event of the specified date for submission of **Bid falls on / is subsequently declared a holiday or closed day for the purchaser, the Bids will be received upto the appointed time on the next working day.**

23. Late Bid

- 23.1 A Bid, which is **received after the specified date and time for receipt of Bids will be treated as "late" Bid and will be ignored.**

24. Alteration and Withdrawal of Bid

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

E. BID OPENING

25. Opening of Bids

- 25.1 The purchaser will open the Bids at the specified date and time and at the specified place as indicated in the **SITB**.

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

- 25.2 Authorized representatives of the Bidders, who have submitted Bids on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidders.

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

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

F. SCRUTINY AND EVALUATION OF BIDS

26. Basic Principle

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

27. Preliminary Scrutiny of Bids

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

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

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

28. Minor Informality/Irregularity/Non-Conformity

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

29. Discrepancy in Prices

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

30. Discrepancy between original and copies of Bid

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

31. Qualification Criteria

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

32. Conversion of Bid currencies to Indian Rupees

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

33. Schedule-wise Evaluation

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

the purchaser in deciding the successful Bidder for each schedule, subject to that Bidder(s) being responsive.

34. Comparison on CIP Destination Basis

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

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

- 35.1 Further to GITB Clause 34 above, the purchaser’s evaluation of a Bid will include and take into account the following:
- i) in the case of goods manufactured in India or goods of foreign origin **already located in India, sales tax & other similar taxes and excise duty & other similar duties, which will be contractually payable (to the Bidder), on the goods, if a contract is awarded on the Bidder; and**
 - ii) in the **case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the Bidder) on the goods if the contract is awarded on the Bidder.**
- 35.2 The purchaser’s **evaluation of Bid** will also **take into account the additional factors**, if any, incorporated in **SITB** in the **manner** and to the **extent indicated therein**.
- 35.3 In case there is **provision** in the Bid documents for price preference to small scale sectors etc. and **purchase preference to central public sector undertakings**, the same will also be taken care of while evaluating, comparing and **ranking the responsive Bids**.
- 35.4 If the Bids have been invited on variable price basis, the Bids will be evaluated, **compared and ranked on the basis of the position as prevailing on the day of Bid opening** and not on the basis of any future date.

36. Bidder’s capability to perform the contract

- 36.1 The purchaser, through the above process of **Bid scrutiny** and **Bid evaluation** will determine to its satisfaction whether the Bidder, *whose Bid has been determined as the **lowest evaluated responsive Bid***, **is eligible, qualified and capable in all respects to perform the contract satisfactorily**. If there is **more than one schedule in the List of Requirements**, **then, such determination will be made separately for each schedule**.
- 36.2 The above mentioned determination will *inter alia*, take into account the Bidder’s **financial, technical and production capabilities for satisfying all the requirements of the purchaser** as incorporated in the **Bid document**. Such determination will be based upon **scrutiny and examination of all relevant data and details submitted by the Bidder in its Bid** as well as such other allied information as deemed appropriate by the purchaser.

37. Contacting the Purchaser

- 37.1 From the time of submission of Bid to the time of awarding the contract, if a **Bidder needs to contact the purchaser for any reason relating to this Bidding and / or its Bid**, it should do so only in writing.
- 37.2 In case a **Bidder attempts to influence the purchaser** in the purchaser’s decision on scrutiny, comparison & evaluation of Bids and awarding the contract, the Bid of the Bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that Bidder, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

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

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

39. Award Criteria

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

40. Variation of Quantities at the Time of Award

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

41. Notification of Award

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

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

42. Issue of Contract

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

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

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

44. Return of Bid Security

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

45. Publication of Bid Result

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

SECTION - III

SPECIAL INSTRUCTIONS TO BIDDERS
(SITB)

SPECIAL INSTRUCTIONS TO BIDDERS **(SITB)**

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

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

Sl. No.	GITB Content	GITB Clause No.	Topic	SITB Provision
1.	A. <u>Preamble</u>	1.2.(i)	Definition of Purchaser	The Purchaser is ICAR Research Complex for Eastern Region, Indian Council of Agricultural Research, Government of India, ICAR Parisar, P.O.: Bihar Veterinary College, Patna – 800014 (Bihar).
		1.2.(iv)	Definition of Goods	The Goods to be supplied, their Quantity, the Bid Security/EMDs for each of them, their Consignees, etc. are mentioned in the Table attached herewith (as Annexure – I) & also mentioned in Section – VI. However, their Technical Specifications are mentioned under Section – VII.
		1.2.(v)	Bid Security	Please see Annexure-I for amount(s) of Bid Security / EMD.
2.	B. <u>Preparation of Tenders</u>	12.1	Bid currencies	In case import is needed for supplying any item, price may be then quoted preferably in the currency of Exporter / country of origin.
		13.1	Bid Prices	Break-up prices must be quoted for each and every individual component/sub-contract, <i>whether being fabricated/performed in India or abroad</i> . There are 3 different Price-Schedules (in this Bidding Document) for imported components / indigenous components / related services (e.g. Installation, CMC, etc.).
		13.4.2.a	Price for Import	Price of Goods to be offered from abroad, may then be quoted CIP, Kolkata as per latest edition of <i>Incoterms</i> .
3.	B. <u>Preparation of Bids</u> (Continued)	15.2	Firm Price/ Variable Price	Variable Price Quotation is not acceptable.
		17.2.(a)	Manufacturer's Authorization	Manufacturer's Authorization (<i>in original</i>), addressed to the Director, ICAR-RCER, Patna, in the format prescribed in Section-XIV of this Bidding Document, must be submitted alongwith the Bid itself, otherwise the Bid shall be rejected. In case of the <u>fabrication contracts, turn-key contracts, etc. (for a composite Equipment, for which the bid have been invited)</u>, --- if there are <u>different Principals/Manufacturers/Sub-contractors for different components of the composite Equipment</u>, --- then as <u>many separate Manufacturer's Authorizations (in</u>

				<u>original</u>), addressed to the Director, ICAR-RCER, Patna, in the format prescribed in Section-XIV of this Bidding Document, must be submitted alongwith the Bid itself, - --- otherwise the Bid shall be rejected.
		19.4	Bid Security / EMD	Only Account Payee DD payable to " ICAR Unit: ICAR-RCER, Patna " shall be acceptable, for amount(s) as per Annexure – I attached herewith ; FDR & Banker's Cheque shall not be accepted ; however, Bank Guarantee shall be acceptable in format given in Section-XIII of this Bid Document,.
		19.5	Validity of Bid Security / EMD	Bid Security is required to be valid for 45 days beyond the Validity-period of Bids [i.e. Bid-Security valid upto July, 25, 2016].
		20.1	Bid Validity	Bid is required to be valid for 90 days from the Date of Opening of Bids [i.e. valid up to 7 th June, 2016 as the bids are to be opened on 08.03.2016].
4.	C. Signing and sealing of bid.	21.2	Signing and sealing of bid	The Bidder shall submit only one copy of Bid duly signed at appropriate places as indicated in the bid documents and all other pages of the bid.
5.	D. <u>Submission of Bids</u>	22.2	Submission of Bids	The Bids will be received in P&S Section (Room No.104), ICAR-RCER, Patna , latest by 2.30 PM on 08.03.2016 .
6.	D. <u>Bids' Opening</u>	25.1	Opening of Bids	The Bids will be opened in ICAR-RCER Conference Hall on 08.03.2016 at 3.00 PM .
7.	E. <u>Scrutiny and Evaluation of Bids</u>	28.1	Minor Informality/Irregularity/Non-Conformity	Material Deviations, which would render the Bid liable to be rejected, would include: 1. Non-submission of "Bid Submission Form" (see Section-X); 2. Bid without a "complete set [except Annexure-A {which is only for Schedule No. 42.(D)}, at the end of Section-XVI] of this Bidding Document carrying Bidder's signature/initials on every page thereof"; 3. Non-submission of Manufacturer's Authorization(s); 4. Non-Submission of Bid Security, unless exempted in case of Firms registered with NSIC; 5. Lack of Warranty terms in Bid; Please note that these Material Deviations are only illustrative, not exhaustive. Bidder must, therefore, fully read and understand the Bidding Document, <i>before submitting the Bid</i>. In case of doubt, if any, the Bidder must contact the Purchaser's office, and seek necessary clarifications in advance, preferably in Pre-Bid Meeting itself.
		33.1	Schedule-wise Evaluation	In case the Bidder offers the discount for combined schedules, conditionally (i.e. Discount to be available, <i>only in case of the Bidder getting the Award of Contract for each of the combined schedules</i>), then such a conditional discount shall not be taken into account for the purpose of Evaluation of Bid-price. Only the Discounts offered unconditionally (i.e. independent Discount for any particular Schedule) shall be taken into account for the purpose of Evaluation of Bid-price.

		<u>34.1</u>	<u>Comparison on CIP Destination Basis</u>	Reasonable loading of Bid-Price (for Delivery-Schedule), if actually required, shall be taken into account, in order to bring at par and thereby appropriately compare both, the “Bid-Price (quoted on FOB/CIF basis) of an imported equipment” and the “Bid-Price (quoted on FOR-Patna basis) of an indigenous equipment”. For this purpose, the Freight component (based on the Freight-Rates actually quoted by the Bidder, otherwise to be based on the approximate estimates as per the currently existing Freight-rates quoted by our pre-approved Freight-Consolidation-cum-Customs-Clearance Agent) may have to be suitably loaded with the “Bid-Price (quoted on FOB/CIF basis) of an imported equipment”.
		<u>35.1</u>	Additional Factors & Parameters for Evaluation & ranking of Responsive Tenders	Reasonable loading of Bid-Price (for Taxes), if actually required, shall also be taken into account, in order to bring at par and thereby appropriately compare both, the “Bid-Price (quoted on FOB/CIF basis) of an imported equipment” and the “Bid-Price (quoted on FOR-Patna basis) of an indigenous equipment”. For example, the amount of concessional Customs Duty (5.1% or as applicable on the Date of Bid-opening) shall have to be loaded with the “Bid-price (quoted on FOB/CIF basis) of an imported equipment”. Similarly, the amount of local Taxes e.g. CST, etc. (as applicable on the Date of Bid-opening) shall have to be loaded with the “Bid-price (quoted on FOR-Patna basis) of an indigenous equipment”.
		<u>35.3</u>		Price Preference, to the extent admissible under New GFR, 2005 and new Procurement Manual of MoF, Gol, shall be allowed to the SSI Sector & Central PSUs.
		<u>36.2</u>	Bidder's capability to perform contract	A specimen sample of the Bid Evaluation Report (BER) format to be used by the Purchaser , for the purpose of Evaluation of Bids , has been annexed hereto as Annexure-II (to this SITB , under this Section-III of this Bidding Document).
8.	F. <u>Award of Contract</u>	<u>40.1</u>	Variation of Quantities at the Time of Award	Quantity may vary (increase or decrease) to the extent of 25%.

ANNEXURE – I

Sr. No.	Particulars	EMD AMOUNT	Qty.
1.	Desktop computer	Rs. 15,000/- consolidated amount for all the equipments.	10 estimated.
2.	MS Office		10 estimated.
3.	UPS		
4..	Multifunctional LaserJet Printer		
5.	Laptop		01

A Specimen Sample of Bid Evaluation Report (BER) format
(The entries in this BER are only illustrative, not for any current equipment)

BID EVALUATION REPORT of BIDS opened on 08.03.2016 for the supply of
WATER BATH CIRCULATOR under SCHEDULE No. 1 of IFB

INTERNATIONAL COMPETITIVE BIDDING

1.0 SCOPE OF CONTRACT

- 1.1** Government of India has approved the **Spill over items of XII Plan EFC** for **ICAR Research Complex for Eastern Region (Indian Council of Agricultural Research)**, Patna-800014 (Bihar). The following **financial provisions** have been **approved**, *based on tentatively estimated cost*, in the **XII Plan EFC Memorandum** for procurement of above-mentioned Item for the Division/Section/Unit of at ICAR-RCER, Patna:-

Sanction Letter No.	XII Plan Subject	Name of Division/Section /Unit & its XII Plan Allocation	Name of the Equipment	Quantity (in Nos.)	Approved Estimated cost (lakhs/Rs).
GoI, MoF O.M. No.8 (55)/PF.II/2008 dated 5.3.2009 & GoI, DARE Sanction No. 12(02)/08-IA-I dated 9.3.2009	Sanction of XI Plan Scheme “ICAR Research Complex for Eastern Region, Patna”		<u>Water bath circulator</u>	01	1.51

The **Procurement Plan** for **procurement** of this **item** has been **approved** by the **Competent Authority** of the concerned Division/Section/Unit at ICAR-RCER (ICAR).

- 1.2** **Estimated sanctioned cost** for procurement of the WATER BATH CIRCULATOR is **Rs. 1.51 lakhs**. The actual cost of procurement for 01 No. of WATER BATH CIRCULATOR as per recommendations given below works out to **Rs.** plus **taxes as applicable**. The **bid price** of the **selected bidder** is **considered reasonable**.

2.0 BIDDING DOCUMENT

2.1 Approval of the Bid Documents by the Competent Authority	11 th February, 2016
2.2 Delivery Requirement	Within 90 days from the date of opening of clear and acceptable Letter of Credit .
2.4 Important bidding conditions : ➤ Warranty ➤ Bid Security (i.e. EMD) ➤ Performance Security ➤ Schedule of requirements	- GCC clause 15 <i>as modified by SCC</i> - GITB clause 19 <i>as modified by SITB</i> - GCC clause 5 <i>as modified by SCC</i> - ITB clause 18

Copy of bidding documents is enclosed as Annexure – I.

3.0 BID INVITATION PROCESS

The details of the **bid invitation process** for the **IFB** are as bellow: -

- 3.1** a) **Date of publication of Procurement Notice (i.e. IFB):**

Sl. No.	Name of Newspaper	Edition(s)	Date of Publication of IFB
1.	Financial Express	Chennai&Hyderabad	12.02.2016

2.	Indian Express	New Delhi	12.02.2016
3.	The Times of India	Ahmedabad	12.02.2016
4.	The Telegraph	Kolkata	12.02.2016
5.	Dainik Bhaskar	Patna	12.02.2016

Copies of above publications are enclosed as Annexure – II.

- b) Date of **hosting of Procurement Notice and Bid Document** on ICAR-RCER, Patna website (www.icarrcer.res.in) :- 16.02.2016

- 3.2 Date of commencement of sale of bidding documents : 16.02.2016
- 3.3 Last date of sale of bidding documents : 07.03.2016 by 03.30 P.M.
- 3.4 Last date & time of receipt of bids : 08.03.2016 by 02.30 P.M.
- 3.5 Date & time of opening of bids : 08.03.2016 by 03.00 P.M.
- 3.6 Number of firms, who have downloaded bid documents from ICAR-RCER website: 03 (three).
- 3.7 a) Whether a **Pre-Bid Conference** was organized to redress the prospective Bidders' feedback on Technical Specifications, Bid Terms & Conditions, etc., in pursuance of Rule 160 (viii) of new GFR, 2005? : Yes.
- b) Date of holding **Pre-Bid Conference** : February 25, 2016 (in Conference Hall).
- c) Response in **Pre-Bid Conference** :

Whether any feedback received on Scanning Electronic Microscope?	Whether Technical Specifications were revised, based on feedbacks?	Whether changes uploaded on Website	Whether Bids are all received as per revised Specifications?
Yes/No	Yes/No	Yes/No	Yes/No

4.0 BID RESPONSES

The details of the **bid responses** to the **Invitation for Bids (IFB)** for **Scanning Electron Microscope**, are as mentioned below and the **prices quoted** by the respective **bidders** are given below: -

Sl.	Name of Bidder(s)	Price quoted	Remarks, if
-----	-------------------	--------------	-------------

		Imported Components (CIP)	Indian parts + IAC	(in Rs.)	

4.1 After wide publicity through National Newspapers and having hosted the Procurement Notice i.e. IFB on ICAR-RCER, Patna website (www.icarrcer.res.in), the following bids have been received and their nationalities are as follows: -

Sl. No.	Name of Bidder(s)	Nationality of Bidder	Name of Principal (for imported component)	Country of Origin of imported components
1.				
2.				
3.				

- 4.2 a) Whether, prior to *Receipt or Opening of Bids*, any **Representation(s)** is(are) received against the latest **Technical Specifications** or **Bid Terms**: Yes/No.
- b) If yes, (then) whether the **Representation** has been **disposed of**, in a *speaking manner*, by giving **para-wise reply** with **reasons** : Yes/No.
- c) If yes, please **enclose** copies of the **Representation(s)** as well as the **Reply(ies)**.

4.3 Response to the IFB is considered as (Insert: satisfactory/unsatisfactory).

[Note: If less than 3 Bids are received, or, if Representations are received against the **Technical Specifications** or **Bid Terms**, then the **Response** has to be recorded as “**Unsatisfactory**”, unless **strong reasons** exist (to be recorded in writing, as a **Special Note** under this Para) to prove the Response as “**Satisfactory**”, e.g. Total Number of Manufacturers in entire World being less than three, or, Certain Bidders skipping the Bidding presumably for the reasons *other than* the lack of publicity of IFB or any non-restrictive Bid Specifications/Terms.]

Special Note to prove the Response as Satisfactory, despite receiving Representations or less than 3 Bids, etc. :

.....

Signature of Indenting Officer Signature of Head
 (Name of Indenting Officer) (Name of Head)

[Note: If the **Response to the IFB** is *finally* considered as “**Unsatisfactory**”, **Bids** shall have to be **re-invited**, with **more generic Technical Specifications**, in order to attract sufficient competitive response in re-bidding. The ongoing **Bid Evaluation** on the **current File** would be closed at this stage itself.]

4.4 In token of the **Satisfactory Response** against the **IFB** for **Scanning Electron Microscope**, the bids received against the **IFB** are listed below:-

Bid No.	Bidder's Name (M/s.)
1/3	
2/3	
3/3	

All the Bids were **received in time** and were opened in the **presence** of **representative(s)** of **Bidder(s)** on 25.02.2016. **Minutes of bid opening** are enclosed as **Annexure – III**.

5.0 EXAMINATION OF BIDS

- 5.1 **Eligibility:** The one/two/three/four/five/... bid(s) received against this IFB fulfil(s) the **eligibility criteria** stipulated in **clauses 5, 11 & 17** of **GITB** and are therefore considered as eligible bids. None of the Bids is received from the countries debarred for trading with India.
- 5.2 **Arithmetical errors** : Nil
- 5.3 **Completeness:** The Bid Nos. **1/3, 2/3 & 3/3** are considered as **complete bid** as they have **quoted** for the **complete quantities** and fulfill the requirement of clause **GITB 27.2** of the **bid documents** and are considered to be **responsive on this account**.

The Bid Nos. 1/3, 2/3 & 3/3 are considered as **incomplete bid** as they have **not quoted** for the **complete quantities** and, hence, **do not** fulfill the requirement of clause **GITB 27.2** of the **bid documents** and are considered to be **responsive on this account**.

5.4 Legal validity : In terms of **GITB 20.1** (*read with corresponding SITB provisions*), the **bid validity period** of **115 days** is required from the **date of opening of bids** i.e. **from 08.03.2016**. Therefore, the **Bids** must remain **valid** upto **June 07, 2016**. The bidders have quoted validity as follows:-

Bid No.	Name of Bidder	Bid Validity provided	Meets Terms?	Bid Validity prescribed
1/3			Yes/No	90 days (upto 07.06.2016)
2/3			Yes/No	
3/3			Yes/No	

Thus, the **Bidder Nos. .../3 & .../3** have quoted **Bid validity** as per bid document and hence their bids are considered **responsive on this account**.

However, the **Bidder No. .../3** has **not** quoted **Bid validity** as per bid document and hence its bid is considered **unresponsive on this account**.

5.5 Bid Security : As per “**Section VI : List of Requirements**”, each bid should be accompanied with a **bid security** of **Rs. 70,000/-**

As per **clause 19** of **GITB**, the bid security shall be in **Indian Rupees** and **if submitted** in the form of **Bank Guarantee**, it shall **remain valid** for a **further period** of **45 days** beyond the **bid validity**. As the **bids** were **opened on 08.08.2013**, with **Bid Validity** required upto **21.09.2013**, the **Bank Guarantees (BG)** submitted as **bid security** should remain **valid** up to **21st September, 2013**. The details of **bid security** submitted by the **bidders** are as follow: -

Bid No.	Bidders' Name (M/s)	Currency of Bid Security	Form of Bid Security	Bid Security Amount (Rs.)	Validity of BG/DD/ FDR submitted as Bid Security upto?	Whether meets the Terms?
1/3						Yes/No
2/3						Yes/No
3/3						Yes/No

Hence, the **Bidder Nos. .../3 & .../3** have provided the **Bid Security** as well as the **Bid Security validity** as per bid document and hence their bids are considered **responsive on this account**.

However, the **Bidder No. .../3** has **not** provided the **Bid Security** and/or the **Bid Security validity** as per bid document and hence its bid is considered **unresponsive on this account**.

5.6 Manufacturer's Authorization: In terms of **GITB 17.2(a)**, the **bidders** are required to furnish **authorization** from the manufacturer of the equipment, **if the bids are submitted by their agent**.

Bid No.	Bidders' Name (M/s.)	Name of Manufacturer (M/s.)	Whether Manufacturer's Authorization provided?
1/3			Yes/No
2/3			Yes/No
3/3			Yes/No

Thus, the **Bidder Nos. .../3 & .../3** , who are *Indian Agents of their respective Manufacturers/Principals*, have provided the **Manufacturer's Authorization** in the **format** prescribed in the Bid Document and hence their bids are considered **responsive** on **this account**.

However, the **Bidder No. .../3**, who is the *Indian Agent of its respective Manufacturer/Principal*, has not provided the **Manufacturer's Authorization** and hence its bid is considered **unresponsive** on **this account**.

Meanwhile, the **Bidder No. .../3** (i.e. **M/s.**) is the subsidiary of **M/s.**,, the Principal Manufacturer. Hence, its bid is considered as **responsive** on this account.

5.7. **Warranty:**

GCC 15 (read with the corresponding **SCC provisions**) requires that the **Warranty period** shall be for **twelve months** from the **date of final acceptance** of the **equipment** by the **consignee**. The Bidders have provided the **Warranty** as hereunder:

Bidder No.	Name of Bidder (M/s.)	Warranty provided	Whether the Bid is Responsive on this account?
1/3			Yes/No
2/3			Yes/No
3/3			Yes/No

5.8. Annual Maintenance Service

As per “**Section VI: List of requirements**” of **Bid Document**, the suppliers have to provide **Comprehensive On-site Annual Maintenance Service** for **2 (two) years** after the warranty period.

The bidders have quoted CMC as follows:-

Bidder No.	Name of Bidder (M/s.)	CMC provided	Whether the Bid is Responsive on this account?
1/3			Yes/No
2/3			Yes/No
3/3			Yes/No

5.9. Summary of non-responsive bids: In view of the **above-detailed examination of Bids**, based mainly on fundamental commercial criterion, the **following bids** are **non-responsive** on the **grounds** indicated against each:-

Bid No.	Bidders' Name (M/s.)	Reasons for non-responsiveness (e.g. Non-Responsive on Warranty, or, Non-Responsive on CMC, etc.)

- Summary of the **Technical Responsiveness of Bids** is attached at **Annexure IV**.

5.10 Summary of responsive bids : In view of the above, the **summary of substantial responsiveness of Bids** on both **Commercial and Technical accounts** is as follows:-

Bid No.	Bidders' Name (M/s.)	Whether Commercially Responsive?	Whether Technically Responsive?
1/3		Yes/No	Yes/No
2/3		Yes/No	Yes/No

Bid No.	Bidders' Name (M/s.)	Whether Commercially Responsive? Yes/No	Whether Technically Responsive? Yes/No
3/3			

Thus, the following Bids are substantially responsive on both Commercial and Technical accounts:-

Bid No.	Bidder's Name (M/s.)

6.0 EVALUATION OF SUBSTANTIALLY RESPONSIVE BIDS:

6.1 Evaluation criteria followed, are as per clauses 33, 34 & 35 of GITB of Bid Documents.

6.2 **Loading for Delivery-schedule & Taxes:-** The substantially responsive bids have been loaded / **not been loaded** on this account, as only one/two/.. / all of the Bidders have submitted **Bid** offering **delivery schedule** "CIP (Place of Destination: ICAR-RCER, Patna)", as mentioned in the "Section VI : List of Requirements" of the Bid Documents.

Bid No.	Bidder's Name (M/s.)	FOB/CI F/FOR Price	Incidental costs (upto Patna / Ranchi)			Loaded Bid-Price (equivalent to FOR-Patna / Ranchi Bid-prices)
			Freight	Transit Insurance	Concessional Custom Duties/Sales Tax, etc.	
(1)	(2)	(3)	(4)	(5)	(6)	(7) [= (3) + (4) + (5) + (6)]

6.3 **Loading for Payment Terms:-** No bid has been loaded on this account.

6.4 **Loading (15%) of Bid-Prices of non-SSI Bidders** for providing **Price-Preference** to **Small Scale Industries**, if any*:

Bid No.	Bidder's Name (M/s.)	Bid-Price (FOR/ FOR-equivalent)	Load-factor [15% for non-SSI Bidders; 'Nil' for SSI Bidders]	Loaded Bid-Price of non-SSI Bidders (equivalent to unloaded Bid-price of SSI Bidders)
(1)	(2)	(3)	(4)	(5) [= (3) + (4)]

*If there is no SSI Bidder, this particular loading is then not applicable.

6.5 **Loading (10%) of Bid-Prices of non-CPSU-cum-non-SSI Bidders** for providing **Purchase-Preference** to "Central PSU" Bidders (i.e. Central Public Sector Undertakings), if any*:

Bid No.	Bidder's Name (M/s.)	Bid-Price (FOR/ FOR-equivalent)	Load-factor ['Nil' for SSI/ CPSU Bidders; 10% for non-CPSU/SSI Bidder]	Loaded Bid-Price of non-CPSU/SSI Bidders (equivalent to unloaded Bid-price of SSI/CPSU Bidders)
(1)	(2)	(3)	(4)	(5) [= (3) + (4)]

* If there is no 'Central PSU' Bidder, this particular loading (for ensuring Purchase Preference to CPSUs) is then not applicable.

6.6 In view of the above, the total bid prices have been taken as evaluated bid prices and furnished below in ascending order for **substantially responsive** bids :-

Ranking	Bid No.	Bidder's Name (M/s)	Qty. (in Unit.)	Currency of Bid	Unit Price in Bid Currency (e.g. USD \$, UK Pond £, INR, etc.)	Total Price in Bid Currency	Total Price in Rs.

Ranking	Bid No.	Bidder's Name (M/s)	Qty. (in Unit.)	Currency of Bid	Unit Price in Bid Currency (e.g. USD \$, UK Pond £, INR, etc.)	Total Price in Bid Currency	Total Price in Rs.
L-1	.../3	M/s (Bid No...../3)					
		Discount: ...%					
					Sub total (equipments price)		(Rs.)
		Comprehensive onsite CMC for 02 years after completion of warranty period	(2 nd year)				
			(3 rd year)				
					Subtotal (CMC)		
					Total (equipments price + CMC)		
			Grand Total				

Ranking	Bid No.	Bidder's Name (M/s)	Qty. (in Unit.)	Currency of Bid	Unit Price in Bid Currency (e.g. USD \$, UK Pond £, INR, etc.)	Total Price in Bid Currency	Total Price in Rs.
L-2	.../3	M/s (Bid No...../3)					
		Discount: ...%					
					Sub total (equipments price)		(Rs.)
		Comprehensive onsite CMC for 02 years after completion of warranty period	(2 nd year)				
			(3 rd year)				
					Subtotal (CMC)		
					Total (equipments price + CMC)		
			Grand Total				

Ranking	Bid No.	Bidder's Name (M/s)	Qty. (in Unit.)	Currency of Bid	Unit Price in Bid Currency (e.g. USD \$, UK Pond £, INR, etc.)	Total Price in Bid Currency	Total Price in Rs.
L-3	.../3	M/s (Bid No...../3)					
		Discount: ...%					
					Sub total (equipments price)		(Rs.)
		Comprehensive onsite CMC for 02 years after completion of warranty period	(2 nd year)				
			(3 rd year)				
					Subtotal (CMC)		
					Total (equipments price + CMC)		
			Grand Total				

@ Currency conversion rates as on 08.08.2013 (Bid opening date) is USD \$ @ Rs. ..

- 6.7 The lowest substantially responsive bid for **SCANNING ELECTRON MICROSCOPE** is from **M/s.**, (Bid No. .../3), who comply with all the critical commercial requirements such as Bid Security, Validity of bid, firmness of prices, Warranty, CMC etc. along with meeting the technical requirements. There are no deviations in payment terms and delivery Schedule stipulated in the bid document.

7.0 POST QUALIFICATION

7.1 The **qualification criteria** as prescribed in **SECTION IX** of **Bid document** is reproduced below in the **Columns 1, 2 & 3** of the following Post-Qualification Table, *while the specific Information pertaining to the lowest substantially responsive Bidder, in respect of each Qualification Criterion is provided in the last two Columns of the following Post-Qualification Table :*

Sl. No.	Post-Qualification Condition		Qualification Criterion	Bidder's Information [i.e. Annual Turn-over, P.O.(s), etc.]	Whether Bidder meets Qualification criteria?
(1)	(2)		(3)	(4)	(5)
1.	Minimum Annual Turnover	:	Rs.10.00 Lakhs during each of last 3 years (To be substantiated by providing copies of Balance Sheets, Profit & Loss Statement, Cash Flow Statement etc.)	2012-13..... 2013-14..... 2014-15.....	Yes/No
2.	Minimum No. & Value of Purchase Orders received each year, for the Equipment during last 3 years	:	Two Purchase Orders received during last 3 years, with total value not less than Rs. 5 lakhs each year (To be substantiated by providing copies of Purchase Orders etc.)	2012-13..... 2013-14..... 2014-15.....	Yes/No
3.	Minimum Requirement of Successful Operation of the equipment offered	:	Minimum two nos. of equipments of similar kind should have been in successful operation for at least two years as on the date of bid opening.	2013-14..... 2014-15.....	Yes/No
4.	Firm's Certification Standards	:	ISO 9001 / ISO 14001		Yes/No
5.	Past Business Reputation	:	No Blacklisting from any Govt. Deptt./ Organizations, during last 5 years.		Yes/No

7.2 The lowest substantially responsive bid of M/s., (Bid No. .../3) fulfills the **qualification criteria** as per **bid document**. As per **performance statement** submitted by the **bidder**, they have supplied Nos. of **similar equipments**, during last 5 **Years**. They have produced **certificate of satisfactory working** of **their equipment** indicating that those equipments are in **successful operation** for **more than last two years**.

7.3 The bidder has submitted **financial statement** as per which they have **financial capabilities** to **perform** the **contract**. Hence, the **bidder** is considered **capable** of **fulfilling** the **contractual obligation**. The **bid** can, **therefore**, be **considered** for **award** of **contract**.

8.0 RECOMMENDATIONS

8.1 In view of the aforesaid deliberations, wherein it has been established that **M/s., (Bid No. .../3)** is the responsive qualified bidder and is also capable of executing the contract satisfactorily, if awarded. They also meet the post qualification requirements.

It is therefore recommended to accept their bid as per the terms and conditions detailed in the subsequent paragraph.

8.2 Terms & condition of the recommended bidder: -

a)	Name & address of the Bidder	M/s.,,,, Ph. : FAX : E-mail :																																		
b)	Description and price break-up.																																			
	Description	Currency	Qty. (in Nos.)	FOB Port of Loading	CIP Kolkata Airport	Incidental services	Unit Price	Total price																												
	<u>Scanning Electron Microscope</u>																																			
						Discount:%																														
						Total Price in Bid Currency:																														
	Grand total	 (~ Rs.)																																		
c)	Annual Maintenance terms & Charges	Comprehensive AMC Charges for Three years after completion of warranty are as follows :- <table border="1"> <tr> <th>Year</th> <th>Qty (in No.)</th> <th colspan="2">Total Maintenance charges including supply of spares (in Indian Rupees)</th> </tr> <tr> <td></td> <td></td> <th>Unit rate</th> <th>Total Price</th> </tr> <tr> <td>4th</td> <td>01</td> <td></td> <td></td> </tr> <tr> <td>5th</td> <td>01</td> <td></td> <td></td> </tr> <tr> <td>6th</td> <td>01</td> <td></td> <td></td> </tr> <tr> <td></td> <td>TOTAL</td> <td></td> <td></td> </tr> <tr> <td colspan="4">INR</td> </tr> </table>							Year	Qty (in No.)	Total Maintenance charges including supply of spares (in Indian Rupees)				Unit rate	Total Price	4 th	01			5 th	01			6 th	01				TOTAL			INR			
Year	Qty (in No.)	Total Maintenance charges including supply of spares (in Indian Rupees)																																		
		Unit rate	Total Price																																	
4 th	01																																			
5 th	01																																			
6 th	01																																			
	TOTAL																																			
INR																																				
d)	Consignee name & designation	Director, ICAR-RCER, Patna																																		
e)	Delivery period	Within 90 days from the date of opening of clear and acceptable Letter of Credit (for imported components)																																		
f)	Delivery terms	CIP (Place of Destination : ICAR-RCER, Patna) as per Consignees' addresses as indicated in Appendix-B.																																		
g)	Port of Shipment	-----																																		
h)	Country of origin																																			
i)	Payment Terms	90% of CIP value on receipt of goods, through Letter of Credit (only for imported components), or, by demand draft/RTGES/E-Payment (for Indian goods); 10% on Final Acceptance issued by the consignees, by demand draft/RTGES/E-Payment																																		

j)	Inspection	(i) For Imported equipments: The supplier shall get goods inspected in manufacturer's works and submit manufacturer's test certificate that the equipment conforms to specifications. (ii) For Indigenous equipments: Inspection for indigenous equipments shall be carried out by the authorized representative of the purchaser.
k)	Bid validity	Upto, 2016
l)	Warranty	Twenty four (24) months from date of final acceptance of the Goods by the Consignee.
m)	Agency commission	.....
n)	Performance security	5 % of the contract value to be called for.
o)	Total Contract Value	 (Rs.) (Rupees only) (For equipment : INR + CMC : Rs.)

8.3 Contract details of the recommended bidder and consignee-wise quantity distribution are furnished in **Appendix-B** and **Appendix-C** respectively.

Final Recommendation of Bid Evaluation Committee:-

(Dr.)
Pr. Scientist - Chairman

(Dr.)
Pr. Scientist - Member

(Dr.)
Sr. Scientist - Member

(.....)
Finance Member

(.....)
Administrative Member

(.....)
Member Secretary

IFB No: IRCER/15-16/P&S-20(B)/Procurement of Equip. Dated: 10.02.2016

**CONTRACT DETAILS OF THE SELECTED BIDDER
FOR SUPPLY OF SCANNING ELECTRON MICROSCOPE**

1	Name & address of the Bidder	M/s. , , Ph. : FAX : E-mail :
2	Manufacturer's Name	M/s. , , Ph. : FAX : E-mail :
3	Indian Agent's Name and address	M/s. , , Ph. : FAX : E-mail :
4	Agency commission	.....
5	Unit	01 Nos.
6	Quantity	01
7	Description	WATER BATH CIRCULATOR
8	Consignee & quantity	As indicated in Appendix-B
9	Delivery period	Within 90 days from the date of opening of CLEAR AND ACCEPTABLE Letter of Credit
10	Delivery terms	CIP (Final destination : ICAR-RCER) as per Consignees' addresses as indicated in Appendix-B.
11	Port of Shipment	.....
12	Country of origin	.....
13	Payment Terms	90% of CIP value on receipt of goods, through Letter of Credit (only for imported components), or, by demand draft/RTGES/E-Payment (for Indian goods); 10% on Final Acceptance issued by the consignees, by demand draft/RTGES/E-Payment
14	Inspection	(i) For Imported equipments : The supplier shall get goods inspected in manufacturer's works and submit manufacturer's test certificate that the equipment conforms to specifications. (ii) For Indigenous equipments : Inspection for indigenous equipments shall be carried out by the nominated Officers of Ministry.
15	Bid validity	Upto, 2016
16	Warranty	Twelve months from date of final acceptance of the Goods by the

		Consignee.																																
17	Annual Maintenance terms & Charges	<table><tr><td colspan="4">Two years after completion of warranty are as follows :-</td></tr><tr><td>Year</td><td>Qty (in No.)</td><td colspan="2">Total Maintenance charges including supply of spares (in Indian Rupees)</td></tr><tr><td></td><td></td><td>Unit rate</td><td>Total Price</td></tr><tr><td>2nd</td><td></td><td></td><td></td></tr><tr><td>3rd</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td>TOTAL</td><td></td><td></td></tr><tr><td colspan="4">INR plus Service Tax extra as applicable.</td></tr></table>	Two years after completion of warranty are as follows :-				Year	Qty (in No.)	Total Maintenance charges including supply of spares (in Indian Rupees)				Unit rate	Total Price	2 nd				3 rd									TOTAL			INR plus Service Tax extra as applicable.			
Two years after completion of warranty are as follows :-																																		
Year	Qty (in No.)	Total Maintenance charges including supply of spares (in Indian Rupees)																																
		Unit rate	Total Price																															
2 nd																																		
3 rd																																		
	TOTAL																																	
INR plus Service Tax extra as applicable.																																		
18	Payment of CMC charges	The supplier will sign a CMC contract and submit a bank guarantee equivalent to the 2.5% value of the equipment after the warranty period. The CMC charges will be paid Half-annually on submission of satisfactory service certificate from the user.																																
19	Performance security	5 % of the contract value to be called for. The performance security (Bank guarantee) will be returned back on signing of the CMC contract within 60 days after the warranty period.																																
20	Total Contract Value	 (Rs.) (Rupees lakhs, thousands, hundreds & only) (For equipment : INR + CMC : Rs.) (Rs.)																																

Annex I. Bid Opening Checklist (To be filled out for each bid as it is read out)			
Contract Reference: IFB No: IRCER/13-14/P&S-06/DBT Project dated: 05.07.2013			
Bid Opening Date: Time: 8th August, 2013 at 3.00 PM			
Name of Bidder:	M/s.	M/s.	M/s.
Bid No. :	1/3	2/3	3/3
(a) Is outer envelope of bid sealed?	Yes/No	Yes/No	Yes/No
(b) Is bid form completed and signed? Yes	Yes/No	Yes/No	Yes/No
(c) Expiration date of bid:	 days	 days	... days
(d) Is documentary authority for signing enclosed?	Yes/No	Yes/No	Yes/No
(e) Amount of bid security (if required):	.....	.....	.....
(f) Describe any "Substitution," "Withdrawal," or "Modification" submitted			
(g) Describe any alternative bid made:			
(h) Describe any discounts or modifications offered:			
(i) Additional comments:			
(j) Name of bidder or representative present:	.....	.....	.....
(k) Total bid price:	.....	.....	.....
Signature of responsible official:			
21 Read out and record model numbers of equipment.			
22 If bid is for a package of contracts, the price for each lot or item should be read out.			

Annex III. Preliminary Examination

Bidder	Verificati on	Eligibility	Bid Security	Complete- ness of Bid	Substant ial Respons ive-ness	Accepta nce for Detailed Examina tion
M/s.	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
M/s.	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
M/s.	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No

Annex IV. Comparative Statement of Technical Specifications

Technical Specifications sought by Purchaser (as per Bidding Document)	Technical Specifications offered by Bidders (as per their respective Bids)			Remarks (Whether such & such Bidder meets the particular Specification, substantively or partially)
	Bidder No.	Bidder No.	Bidder No.	
....				
...				
....				
...				
....				
...				
...				
....				

SECTION - IV

GENERAL CONDITIONS OF CONTRACT **(GCC)**

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

- 1.1 The **General Conditions of Contract incorporated** in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V of this document. The Bidders shall also note the same.

2. Use of contract documents and information

- 2.1 The supplier shall not, without the **purchaser's prior written consent**, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this Bidding document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

- 3.1 The supplier shall, at all times, indemnify the purchaser, **free of cost**, against all claims which may arise in respect of **goods & services** to be provided by the supplier under the contract for infringement of any **right protected** by patent, registration of designs or trademarks. In the event of any such claim in respect of **alleged breach of patent, registered designs, trademarks** etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word "**origin**" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

5. Performance Security

- 5.1 Within **twenty-one days after** the issue of notification of award by the purchaser, the supplier shall furnish performance security to the purchaser for an amount equal to **five per cent** of the **total value of the contract**, valid up to **sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations**.
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:

- a) **Account Payee Demand Draft** or **Fixed Deposit Receipt** drawn on any commercial bank in India, **in favour of the official** of the **purchaser as indicated in SCC** under **Section V**.
- b) **Bank Guarantee** issued by a **commercial bank in India**, in the prescribed form as provided in **Section XV** of this document.

- 5.3 In the event of **any loss** due to supplier's failure to fulfill its **obligations** in terms of the contract, the amount of the performance security shall be payable to the purchaser to compensate the purchaser for the same.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 Subject to GCC sub-clause 5.3 above, the purchaser will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

6. Technical Specifications and Standards

- 6.1 The **Goods & Services** to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements' under Sections VII and VIII of this document.

7. Packing and Marking

- 7.1 The **packing** for the goods to be provided by the supplier should be **strong** and **durable enough** to withstand, without limitation, the entire journey during transit including transshipment (if any), **rough handling, open storage** etc. without any **damage, deterioration** etc. As and if necessary, the **size, weights and volumes of the packing cases** shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The **quality of packing**, the **manner of marking** within & outside the **packages** and provision of **accompanying documentation** shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VII and in SCC under Section V. In case the **packing requirements** are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 7.3 **Packing instructions:**

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VII and in SCC under Section V, the **supplier** shall make **separate packages** for **each consignee** (in case there is more than one consignee mentioned in the contract) and **mark each package** on **three sides** with the **following** with **indelible paint** of proper quality:

- a. **contract number** and **date**
- b. brief **description of goods** including **quantity**
- c. **packing list reference number**
- d. **country of origin of goods**
- e. **consignee's name** and **full address**; and,
- f. **supplier's name** and **address**

8. Inspection and Quality Control

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose.

- 8.2 The **Technical Specification** and **Quality Control** Requirements **incorporated** in the **contract** shall **specify** what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the **supplier or its subcontractor(s)**, all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier Bid the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.
- 8.7 Goods accepted by the purchaser and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

9. Terms of Delivery

- 9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

10. Transportation of Goods

- 10.1 Instructions for transportation of imported goods offered from abroad:

Unless otherwise mentioned in SCC, the supplier shall follow the instructions mentioned below:

In case of FOB/FAS contracts, shipping arrangements shall be made by the Shipping Co-ordination and Chartering Division/Shipping Co-ordination and Officer, Ministry of Surface Transport, Kolkata/New Delhi, India. Notice about the readiness of Cargo for shipment shall be given by the supplier from time to time at least six weeks in advance for finalizing the shipping arrangement, through Fax/Telex and courier, to the Chief Controller of Chartering, Shipping Co-ordination Officer, Ministry of Surface Transport, Government of India, Kolkata/ New Delhi. Within **three weeks** of receipt of the advance notice, as above, the said Chief Controller of Chartering, Shipping Coordination Officer will advise the supplier, through Fax/Telex and courier when and on board what vessels, these goods or such part thereof are to be delivered.

If the advice for shipping arrangement is not furnished to the supplier within three weeks as aforesaid or if the vessel arranged is scheduled to arrive at the specified port of loading later than fifteen days of the date of readiness of cargo, as aforesaid, the supplier may arrange for such transport on alternative carriers with the prior written consent of the purchaser.

Where the supplier is required under the contract to deliver the goods on FOB/FAS basis and to arrange on behalf and at the expense of the purchaser for ocean transportation on Indian flag vessels or vessels of conference lines in which India is a member country, the supplier may arrange for such transportation on alternate carriers if the specified Indian flag vessels or conference vessels are not available to transport the goods within the time period(s) specified in the contract, with the prior written consent of the purchaser.

Should the goods or any part thereof be not delivered on the nominated vessel (except in case where prior written consent of the purchaser was obtained), the supplier will be liable for all payments and expenses that the purchaser may incur or be put to, by reason of such non-delivery including dead and extra freight, demurrage of vessels and any other charges, whatsoever incurred by the purchaser.

The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser.

Where the supplier is required under the contract to deliver the goods under CIF/CIP terms, no further restriction shall be placed on the choice of the ocean carrier except that the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country.

In case of air lifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable.

10.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

11. Insurance:

11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

- i) Wherever necessary, the goods supplied under the contract shall be fully insured in a freely convertible currency in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc.
- ii) where delivery of imported goods offered from abroad is required by the purchaser on CIF/CIP basis, the supplier shall arrange for insurance for an amount equal to one hundred and ten percent of the CIF or CIP value of the goods from "warehouse to warehouse" (final destination) on "all risks" basis including war risks and strikes and pay for the insurance, making the purchaser as the beneficiary.
- iii) Where delivery is on FOB/FAS basis, marine/air insurance shall be the responsibility of the purchaser.
- iv) in case of supply of domestic goods on CIP destination basis, the supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of the Purchaser or its Consignee.

12. Spare parts

- 12.1** If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:
- a) the spare parts as selected by the purchaser to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
 - b) in case the production of the spare parts is discontinued:
 - i) Sufficient advance notice to the purchaser before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
 - ii) immediately following such discontinuation, providing the purchaser, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the purchaser.
- 12.2** Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the purchaser promptly on receipt of order from the purchaser.

13. Incidental services

- 13.1** Subject to the stipulation, if any, in the SCC (Section-V) and the Technical Specification (Section – VII), the supplier shall be required to perform any or all of the following services.
- i) Providing required jigs and tools for assembly, start-up and maintenance of the goods
 - ii) Supplying required number of operation & maintenance manual for the goods
 - iii) Installation and commissioning of the goods
 - iv) Training of purchaser's operators for operating and maintaining the goods
 - v) Providing after sales service during the tenure of the contract
 - vi) Providing maintenance service after expiry of the warranty period of the goods if so incorporated in the contract
- 13.2** Prices to be paid to the supplier by the purchaser for any of the required incidental services, if not already included in the contract price during the placement of the contract, shall be settled and decided in advance by the purchaser and the supplier. However, such prices shall not exceed the contemporary rates charged by the supplier to other customers for similar services.

14. Distribution of Dispatch Documents for clearance/ Receipt of Goods

The supplier shall send all the relevant dispatch documents well in time to the purchaser to enable the purchaser clear or receive (as the case may be) the goods in terms of the contract.

Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

- (i) For **Domestic Goods** :

Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

a)	Supplier's Invoice indicating, <i>interalia</i> description and specification of the goods, quantity, unit price, total value;
b)	Packing list;
c)	Certificate of country of origin;

d)	Insurance certificate;
e)	Railway receipt/Consignment note;
f)	Manufacturer's guarantee certificate and in-house inspection certificate;
g)	Inspection certificate issued by purchaser's inspector
h)	Expected date of arrival of goods at destination
	and
i)	Any other document(s) as and if specifically mentioned in the contract

(ii) For **Imported Goods offered from Abroad** :

Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, others concerned if mentioned in the contract, the complete details of dispatch and also supply to them following documents by air mail/ courier (or as instructed in the contract):

a)	Supplier's Invoice giving full details of the goods including quantity, value, etc.;
b)	Packing list;
c)	Certificate of country of origin;
d)	Manufacturer's guarantee and Inspection certificate;
e)	Inspection certificate issued by the Purchaser's Inspector;
f)	Insurance Certificate;
g)	Name of the Vessel/Carrier;
h)	Bill of Lading/Airway Bill;
i)	Port of Loading;
j)	Date of Shipment;
k)	Port of Entry & expected date of arrival of goods at Port of Entry/ Destination
	and
l)	Any other document(s) as and if specifically mentioned in the contract

15. **Warranty**

- 15.1** The supplier warrants that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the purchaser's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2** This warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser in terms of the contract or for fifteen months from the date of dispatch from the supplier's premises for domestic goods or for eighteen months after the date of shipment from the port of loading in the source country for imported goods offered from abroad, whichever is earlier, unless specified otherwise in the SCC.
- 15.3** In case of any claim arising out of this warranty, the purchaser shall promptly notify the same in writing to the supplier.
- 15.4** Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination and the supplier shall take over the replaced parts/goods after providing their replacements. **No claim** whatsoever shall lie on the purchaser for such replaced parts/goods thereafter.
- 15.5** In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a **further period of twelve months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.**

- 15.6 If the supplier, having been notified, **fails to rectify/replace the defect(s) within a reasonable period (or within the period, if specified in the SCC), the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.**

16. **Assignment**

- 16.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

17. **Sub Contracts**

- 17.1 The Supplier shall notify the Purchaser in writing of all **sub contracts** awarded under the **contract**, *if not already specified in its Bid*. Such notification, in its original Bid or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

- 17.2.1 **Sub contract** shall be only for **bought out items** and **sub-assemblies**.

- 17.3 **Sub contracts** shall also **comply** with the provisions of **GCC Clause 4 ("Country of Origin")**.

18. **Modification of contract**

- 18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, make alterations and modifications, within the general scope of contract in any one or more of the following:

- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
- b) mode of packing,
- c) incidental services to be provided by the supplier
- d) mode of dispatch,
- e) place of delivery, and
- f) any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

- 18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the purchaser, the supplier shall convey its views to the purchaser **within twenty-one days** from the date of the supplier's receipt of the purchaser's amendment / modification of the contract.

19. **Prices**

- 19.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its Bid and incorporated in the contract except for any price adjustment authorized in the SCC.

20. **Taxes and Duties**

- 20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.
- 20.2 Further instruction, if any, shall be as provided in the **SCC**.

21. **PAYMENT**

- 21.1 The payment shall be made in the currency/currencies specified in the contract. The supplier shall send its claim (with relevant documents, as required) to the appropriate paying authority as specified in the **Schedule of Requirements** and the contract. Before claiming any payment, the supplier shall ensure that all the contractual obligations for claiming that payment have been duly fulfilled.
- 21.2 The payment shall be made in the following manner and on production of the following documents:

A) **Payment for goods supplied from abroad.**

- i) **On shipment:** 90% of the contract price shall be paid through irrevocable letter of credit established in favour of the foreign supplier in a scheduled commercial bank in India or a bank in the supplier's country acceptable to the purchaser, upon submission of the following documents.

- a) Certified copy of the fax sent by the supplier to the purchaser and other as per GCC sub-clause 10.3 (a).
- b) Suppliers signed commercial invoice showing contract number description of the supplied goods, corresponding quantity, unit price and the total value and name(s) of the consignee(s) for the supplied goods.
- c) Original clean on board bill of lading marked freight pre-paid consigned to the interim/port consignee evidencing description of the goods, quantities, relevant details about the contract number etc.
- d) Packing list, identifying contents of each package
- e) Insurance policy or certificate in duplicate endorsed in blank with claims payable in India in the currency of the Letter of Credit.
- f) Manufacturer's/supplier's warranty certificate and supplier's factory inspection report.
- g) Pre-dispatch inspection certificate issued by the purchaser's nominated inspection agency, if so specified.
- h) Certificate of origin
- i) Supplier's certificate confirming that the required documents have been sent to all concerned in terms of GCC sub-clause 10.3 (a).
- j) Supplier's certificate confirming that the amounts shown in the invoice are correct in terms of the contract and that all the terms and conditions of the contract have been complied with for claiming this payment.
- k) Any other document(s) and/or modification of above documents specified in the **Schedule of Requirements** and the contract.

- ii) On final acceptance

10% of the contract price of goods received shall be paid within 30 (Thirty) days of receipt of goods on submission of the claim supported by the acceptance certificate issued by the purchaser or the purchaser's nominated representative in the proforma given in section..... of the bidding documents.

- iii) Payment of agency commission:

Payment shall be made in Indian rupees within 30 (thirty) days of presentation of claim supported by a certificate from the purchaser confirming that the goods have been delivered, full 100% payment have been made to the foreign supplier and all other contractual obligations, have been performed by the supplier and its agent for claiming this payment.

The payment (towards agency commission) will be made by the purchaser's paying authority specified in the contract and not through Letter of Credit.

B) Payment for goods supplied from India:

Payment shall be made in Indian rupees by the purchaser's paying authority, as specified in the contract (and not through Letter of Credit), in the following manner:

i) On Delivery:

90% of the contract price shall be paid on receipt of the goods by the consignee and upon submission of following documents to the paying authority:-

- a) The supplier's invoice showing contract number, description of goods, quantity, unit price and the total amount.
- b) Railway receipt or Delivery note;
- c) Packing list identifying contents of each package;
- d) Insurance certificate
- e) Manufacturer's/Supplier's warranty certificate,
- f) Pre-dispatch inspection certificate issued by the purchaser's nominated inspection agency, if so specified and the supplier's factory inspection report.
- g) Certificate of origin
- h) Provisional receipt certificate for the corresponding delivery, issued by the consignee;
- i) Any other document(s) and/or modification of above documents specified in the **Schedule of requirements** and the contract.

ii. On final acceptance

The remaining 10% of the contract price shall be paid to the supplier within 30 (thirty) days of receipt of Claim, duly supported by the acceptance certificate for the corresponding delivery issued by the purchaser's representative in the proforma given in section VII/1 of the bidding documents.

C) Payment for incidental services and supervision:

The incidental services and supervision, if required separately, will be specified in the **Schedule of Requirements** and in the contract. The payment terms applicable for such services and supervision will also be specified therein.

21.3 Operation of the Letter of Credit:

- (i) The payments effected through letter of credit, shall be subject to the latest Uniform Customs and Practice for Documentary Credit, of the international Chamber of Commerce;
- (ii) If requested specifically by the supplier, the letter of credit will be confirmed, but the cost for the same shall be charged to the supplier's account.
- (iii) If the letter of credit is required to be extended /reinstated for reasons not attributable to the purchaser, the charges thereof shall be to the supplier's account.

22. Delay in the supplier's performance

22.1 The supplier shall deliver of the goods and perform the services under the contract within the **time schedule** specified by the purchaser in the **List of Requirements** and as incorporated in the contract.

22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- (a) imposition of liquidated damages,
- (b) Forfeiture of its performance security and

(c) Termination of the contract for default.

- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the purchaser in writing about the same and its likely duration and make a request to the purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the purchaser shall examine the Situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- (a) The purchaser shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
 - (c) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

23. Liquidated damages

- 23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the percentage prescribed in the SCC of the delivered price of the delayed goods and/or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the percentage prescribed in the SCC of the delayed goods' or services' contract price(s).

During the above mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

24. Termination for default

- 24.1 The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), **may**, by written notice of default to the supplier, **terminate** the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC sub-clauses 22.3 and 22.4.

- 24.2 In the event of the purchaser terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the purchaser for the extra expenditure, if any, incurred by the purchaser for arranging such procurement.
- 24.3 Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

25. Termination for insolvency

- 25.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the purchaser.

26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, **Force Majeure** means an **event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable**. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes.
- (i) If a **Force Majeure Situation arises**, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof **within twenty one days** of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- (ii) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event, the purchaser is unable to fulfill its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Termination for convenience

- 27.1 The purchaser reserves the right to terminate the contract, in whole or in part for it's (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the purchaser following the contract terms, conditions and prices. For the remaining goods and services, the purchaser may decide:

- a). to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b). to cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing language

28.1 The contract shall be written in English language or in Hindi language following the provision as contained in GITB clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

29. Notices

29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing, which will also provide proof of receipt by the other party, or by cable or telex or facsimile and confirmed in writing. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

30. Resolution of disputes

30.1 If dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within **twenty one days** of its occurrence, then, unless otherwise provided in the SCC, either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided:

- i) When the contract is with domestic supplier, the applicable arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996.
- ii) When the contract is with foreign supplier, the supplier has the option to choose either Indian Arbitration and Conciliation Act, 1996 or Arbitration in accordance with the provision of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

30.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued.

31. Applicable Law

The contract shall be **interpreted** in accordance with the **laws of India**.

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SECTION – V

SPECIAL CONDITIONS OF CONTRACT **(SCC)**

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

Sl. No.	GCC Content	GCC Clause No.	SCC Provision
1.	Performance Security	5.2(a)	Only Account Payee DD payable to “ ICAR Unit: ICAR-RCER, Patna ” shall be acceptable; FDR & Banker’s Cheque shall not be accepted ; however, Bank Guarantee shall be acceptable in format given in Section-XV of this Bid Document. [for an amount equal to five per cent of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations]
2.	Warranty	15.	<u>Warranty period shall be one years from the date of satisfactory installation and commissioning of the Equipment.</u>
3.	Insurance	11(ii)	<u>Ware house to ware house (up to ICAR-RCER, Patna) in case of orders on CIF/CIP, Kolkata basis.</u>
4.	Liquidated damages	23.1	<u>If the supplier fails to deliver the item within the time frame incorporated in the contract, liquidated damages @ 0.5% per week of the contract price will be deducted subject to a maximum of 10%.</u>
5.	Payment	21.	<i>The designation and address of the Paying Authority are: Finance and Accounts Officer, ICAR-RCER, Patna – 800014.</i> <i>While claiming the payment through Letter of Credit, the supplier shall furnish to the bank (Bank as authorized by ICAR-RCER), the original Bill of Lading / Airway Bill and also the signed copy of invoice along with other documents, under intimation to all concerned, as indicated in Annexure-SCC/1 to this Bid Document (enclosed herewith).</i> <i>In case the supplier is to claim the payment directly from the paying authority, then the original documents mentioned above are to be submitted to the paying authority along with other documents as per Annexure-SCC/1 to this Bid Document (enclosed herewith).</i> Advance payment to supplier (as per Rule 159 of GFR, 2005): Ordinarily, payments for services rendered or supplies made should be released only after the services have been rendered or supplies made. However, it may become necessary to make advance payments on demand by firms against fabrication contracts, turn-key contracts etc., Such advance payments shall not exceed the following limits : (i) Thirty per cent. Of the contract value to private firms; (ii) Forty per cent. Of the contract value to a State or Central Government agency or a Public Sector Undertaking; However, for claiming any Advance payment, the interested firm(s) must submit Bank Guarantee of the equivalent amount, in favour of “ICAR Unit: ICAR-RCER, Patna”, addresses to “Director, ICAR-RCER, Patna”.

SECTION – VI

LIST OF REQUIREMENTS

SECTION – VI
LIST OF REQUIREMENTS

ANNEXURE – I

Important Terms & Conditions (Summary):

1. **Manufacturer's Authorization:**

Manufacturer's Authorization (*in original*), addressed to the Director, ICAR-RCER, Patna, in the format prescribed in Section-XIV of this Bidding Document, must be submitted along with the Bid itself, otherwise the Bid shall be rejected.

In case of the fabrication contracts, turn-key contracts, etc. (for a composite Equipment, for which the bid have been invited), --- if there are different Principals/Manufacturers for different components of the composite Equipment, --- then as many separate Manufacturer's Authorizations (in original), addressed to the Director, ICAR-RCER, Patna, in the format prescribed in Section-XIV of this Bidding Document, must be submitted along with the Bid itself, --- otherwise the Bid shall be rejected.

2. **Warranty:** 1 Years* for Items under each Schedule, from the Date of Satisfactory Installation & Commissioning.,

Note: *Where there is any conflict between the provision in the List of requirement (Section-VI) and in the Technical Specifications (Section-VII) regarding warranty period, the warranty mentioned in the Technical Specification (Section-VII) shall prevail.

3. **CMC:** 2 Years Comprehensive Maintenance Contract (including Service Visit charges, Maintenance/Repair Labour charges, Spare-Parts cost, etc.)--- **Optional.**

However, preference will be given to those firm submitted CMC along with the instrument cost. The cost of Instrument and cost of CMC should be separately indicated.

4. **Required Delivery Schedule:** Within 90 days from the Date of opening of clear and acceptable Letter of Credit (for imported goods/components);

Within 60 days from the Date of Notification of Award (for Indian Goods/Components)

5. **Required Terms of Delivery and Destination:**

CIP [Destination: Kolkata] or
FOB/FCA port of shipment (Price may be quoted for both FOB and CIP)
(for imported goods/components);

FOR [ICAR-RCER, Patna]
(for Indian goods/components);

6. Break-up prices must be quoted for each and every individual component/sub-contract, *whether being fabricated/performed in India or abroad*. There are 3 different Price-Schedules (in this Bidding Document) for imported components / indigenous components / related services (e.g. Installation, CMC, etc.).

For components/sub-contracts to be fabricated/performed abroad, the Letter(s) of Credit (LCs) will be opened in favour of respective Principal/Manufacturer/Sub-Contractor, on "CIP (Kolkata)" terms, *with foreign bank charges to be borne by firm*.

7. Advance payment to supplier for components/sub-contracts fabricated/performed in India (as per Rule 159 of GFR, 2005):

Ordinarily, payments for services rendered or supplies made should be released, only after the services have been rendered or supplies made. However, it may become necessary to make advance payments on demand (to be indicated in Price-Schedule, in the Bid itself) by firms against fabrication contracts, turn-key contracts etc.

Such advance payments shall not exceed the following limits :

- (i) Thirty per cent of the contract value to private firms;
- (ii) Forty per cent of the contract value to a State or Central Government agency or a Public Sector Undertaking;

However, for claiming any Advance payment, the interested firm(s) must submit Bank Guarantee of the equivalent amount, in favour of “**ICAR Unit: ICAR-RCER, Patna**”, addresses to “**Director, ICAR-RCER, Patna**”, *after the Award of Contract, and also after the submission of Performance Security.*

8. Note:

Bidder must enclose the charges (Rs. 5,00/- only) for this Bidding Document, *whether they download it, or buy the printed copy from ICAR-RCER, Patna.*

The Bidder must also **sign/initial each page of the Bidding Document (to be enclosed with Bid).**

However, the Annexure-A *(at the end of Section-XVI)* is applicable, only for Sub-Schedule No. 42.(D), hence the other Bidders need not enclose this Annexure-A with their Bids.

Bids not complying with any or all of the above-mentioned terms may be rejected.

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SECTION – VII

TECHNICAL SPECIFICATIONS

Sr. No.	Particulars	Specification	Qty.
1.	Desktop computer	• Processor: Intel core i7/i5 5th generation • Memory 8 GB DDR3L-1600 (1x8GB) & 2GB Integrated Graphics • Storage : 1 TB SATA minimum • Monitor: LED 21.5”(HD LED) • Optical disk drive (Ultra slim-tray super Multi DVD burner • Connectivity: 802.11b/g/n (1 X 1) for WiFi and Bluetooth 4.0 • Internal webcam with microphone • Ports/Slots 4 USB 2.0, USB 3.0. headphone/microphone combo • Wireless Keyboard & Mouse with pad, • Multi Card Reader, Speaker with earphone, • Microsoft Certified O.S.: Windows 10 Ultimate (64 bit) with media and manuals • Internal memory/External Webcam (9-12 megapixel) with microphone. • Warranty: 3 years.	10 estimated.
2.	MS Office	MS Office 2013	10 estimated.
3.	UPS	1KVA	
4..	Multifunctional LaserJet Printer	PRINT Print Speed Up to 25 / 26ppm (pages per minute) Print Speed (Duplex; A4/LTR) Up to 15 / 16ppm (pages per minute) Auto Duplex Print-Standard COPY - Black/white SCAN - Colour and Black/white	
5.	Laptop	• Processor: Intel core i5 5th generation • Windows 8.1 Single Language 64 Bit • Memory 4 GB • Storage : 1 TB • DVD +/-RW • Screen 15.6 inch HD LED • Color: Black	01

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QUALITY CONTROL REQUIREMENTS

Sl. No.	Quality Control Condition		Quality Control Requirement
1.	Quality Inspection Stages	:	Quality of Equipment(s) will be inspected at the Delivery stage in Laboratory and also, if needed, in the Central Stores. The quality of Equipments may well be inspected before unloading in the Central Stores of this Institute as well as inspected also in the Fabrication stage, if desired in certain cases. The inferior supply not meeting the prescribed Technical Specifications will be rejected at no cost to this Institute.

QUALIFICATION CRITERIA

Sl. No.	Post-Qualification Condition		Qualification Criterion
1.	Minimum Annual Turnover	:	Rs.10.00 Lakhs* during each of last 3 years (To be substantiated by providing copies of Balance Sheets, Profit & Loss Statement, Cash Flow Statement etc.)
2.	Minimum No. & Value of Purchase Orders received each year, for each Equipment during last 3 years	:	Two Purchase Orders* received during last 3 years for similar items. (To be substantiated by providing copies of Purchase Orders etc.)
3.	Minimum Past Performance Criteria for Equipment offered by Bidder	:	Copies of Satisfactory Performance Certificate for Minimum last 2 Years for minimum 2 Units of Equipments in India from 2 different reputed end-Users
4.	Firm's Certification Standards	:	ISO 9001 / ISO 14001
5.	Past Business Reputation	:	No Blacklisting from any Govt. Deptt./Organizations, during last 5 years.

Signature of Bidder

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BID FORM

Date.....

To,

The Hon'ble Director,
ICAR Research Complex for Eastern Region,
ICAR Parisar, P.O.: Bihar Veterinary College,
Patna – 800 014 (BIHAR) INDIA.

Ref. Your Tender Enquiry Document No. F.No.IRCER/2015-16/P&S-20(C)/Procurement of Computer and Accessories. Dated: 21.03.2016

Sir,

We, the undersigned have examined the above mentioned Bidding document, including amendment No.-----, dated ----- (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver..... (description of goods and services) in conformity with your above referred document for the sum of _____ (total Bid amount in figures and words), as shown in the price schedule(s), attached herewith and made part of this Bid.

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

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

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

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

Dated this.....day of....., 2016

.....
(Signature)

.....
(Name and designation)

Duly authorised to sign Bid for and on behalf of

.....
.....

SECTION – XI

PRICE SCHEDULE

(Price Schedule Formats following on next few pages may preferably be printed
on Legal-size Paper (14"x8.5" size)

**[Note: Price Schedule Formats must be properly filled in (with due Schedule No., etc.) for each
Equipment, based on its Foreign/Indian Components/Parts & Related Services , otherwise Bid may
be rejected.]**

Schedule No. :

A. PRICE SCHEDULE FOR GOODS OR COMPONENTS OF GOODS TO BE IMPORTED FROM ABROAD UNDER SCHEDULE No.

1	2	3	4	5	6	7				8	9	10	11	12
						Price per unit (excluding Customs Duty, Sales Tax) (in foreign currency)								
Schedule No.	Name of Goods	Part Item Sl. No.	Name of Part - Item	Country of origin	Accounting unit & Quantity	Unit price FOB port of loading	Unit price CIF (at port of entry i.e. Airport, Kolkata)	Inland transportation charges, insurance and other local costs incidental to delivery, if specified	Incidental services including supervision	Overall unit price CIP (at Destination i.e. ICAR-RCER, Patna)	Total Price (in foreign currency)	Indian agent's name	Indian agent's commission as a % of FOB price included in the quoted price	Shipment weight and volume
						(a)	(b)	(c)	(d)	[b+c+d]	Col. 5x7			
1.		1.												
		2.												
		3.												
		4.												
GRAND TOTAL (Schedule1, Imported Components)														

Total bid price (for Foreign components) in Foreign Currency*: (in figures) :
(in words):

Signature of bidder:

Name:

Business address :

Place:

Date:

Schedule No :														
A. PRICE SCHEDULE FOR <u>DOMESTIC GOODS</u> OR <u>DOMESTIC COMPONENTS OF GOODS</u> UNDER <u>SCHEDULE No</u>														
1	2		3	4	5 Price per unit (Rs.)				6	7 Delivery Charges (Rs.)				8
Schedule No.	Name of Goods	Part Item Sl. No.	Name of Part-Item	Accounting unit & quantity	Ex-factory/ ex-warehouse/ ex-show room off-the shelf	Excise Duty*, if any (*Note: ICAR Institutes are exempted from Excise Duty, if any)	Sales tax** payable, if any (**Note: Sales Tax is not payable on Excise-exempted Goods in transit)	Overall Basic unit price (Col. a+b+c)	Total Item price	Packing and forwarding	Transit Insurance, Other duties and taxes, if any (other than sales tax) and incidental costs	incidental services (including supervision)	Total Inland Trans-Portation	Total Bid Price (Col. 6+m+n+o+p) (Rs.)
					(a)	(b)	(c)	(d)	Col. 4x(d)	(m)	(n)	(o)	(p)	
1.		1.												
		2.												
		3.												
		4.												
GRAND TOTAL (Schedule 1):														

Total bid price (for Indian components) in Indian Currency*: (in figures) :
(in words).....

Whether Bidder seeks Advance Payment, upto 30% (40% for Govt./PSU Bidders), against submission of Bank Guarantee of equivalent amount: Yes/No. (for Fabrication or turn-key contracts)

Whether Bidder seeks Payment against Delivery, upto 90%, against sufficient Proof of Dispatch/Delivery (as per clause No. 21.2.B.i of General Conditions of Contract in Section-IV): Yes/No.

Place:
Date:

Signature of bidder:
Name:
Business address :

Schedule No. :

B. SUMMARY PRICE SCHEDULE FOR BOTH FOREIGN & INDIAN COMPONENTS AND RELATED SERVICES FOR GOODS UNDER SCHEDULE 1

Schedule No.	Name of Goods	Part Item No.	Part Item Description (e.g. Foreign/Indian Component(s), Related Services like CMC, etc.)	Qty.	FOB Port of Loading (Foreign Currency)	CIF Kolkata Airport (Foreign Currency)	Inland Transportation, Transit Insurance and other Local costs incidental to delivery, if specified (Foreign Currency)	Incidental services as listed in SCC Cl. 13 (Foreign Currency)	Unit Price (Col. 3+4+5) (Foreign Currency)	Total (Unit Price x Qty)																												
			(1)	(2)	(3)	(4)	(5)	(6)	(7)																													
1.		1.																																				
		2.																																				
		3.																																				
		4.																																				
		Total (Foreign Components' Price):																																				
			Indian Items	Qty.	Ex-Works Price (Rs.)	Excise Duty, if any (Rs.)	Transportation, Insurance, Packing, etc. (Rs.)	Sales Tax, Other Incidental Charges, if any (Rs.)	Unit Price (Col. 3+4+5) (Rs.)	Total (Unit Price x Qty)																												
			(1)	(2)	(3)	(4)	(5)	(6)	(7)																													
		1.																																				
		2.																																				
		Total (Foreign Components' Price):																																				
Indian Agency commission (Rs.)																																						
			Comprehensive Annual Maintenance Charges	Three years after completion of 2-year warranty are as follows :-<table><tr><td>Year</td><td>Qty (in No.)</td><td colspan="2">Total Maintenance charges including supply of spares (in Indian Rupees)</td></tr><tr><td></td><td></td><td>Unit rate</td><td>Total Price</td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td>TOTAL</td><td></td><td></td></tr></table>							Year	Qty (in No.)	Total Maintenance charges including supply of spares (in Indian Rupees)				Unit rate	Total Price																		TOTAL		
Year	Qty (in No.)	Total Maintenance charges including supply of spares (in Indian Rupees)																																				
		Unit rate	Total Price																																			
	TOTAL																																					
			Total Contract Value (with Break-up in relevant Currencies as per above details):	 (in foreign currency) plus Custom Duty extra as applicable (for Foreign Components), Rs. plus Excise Duty/Sales Tax extra as applicable (for Indian Components) and Annual Maintenance Charges: Rs.																																		

SECTION-XII**QUESTIONNAIRE (Part –A)**

Sl. No.	Details of relevant Information sought		Information to be provided by the Bidder
1.	Name of Firm	:	.....
2.	Date of Establishment of Firm	:	.....
3.	Legal Status of Firm [Whether Sole Proprietary-ship / Cooperative / Partnership Firm / Company (under Company Act) / Society (under Societies Registration Act)/ Central PSU / State PSU or so?]	:	.....
4.	Firm's Registration. No. & Date	:	....
5.	Copy of Registration. Certificate	:	 (To be enclosed
6.	Annual Turn-over during last 3 years (along with copies of related Financial Statements e.g. Balance Sheets, Profit & Loss Statement, Cash Flow Statement etc.)	:	2012-13: 2013-14: 2014-15:
7.	Nos. of Purchase Orders received each year during last 3 years [alongwith copies of PO(s)]	:	2012-13: 2013-14: 2014-15:
8.			
9.	Name of Proprietor of Firm (In case of Govt. Firm, Name & Designation of Chief Executive Officer), alongwith Address, Tel. No., Fax No. & e.mail address	:	.....
10.	Details of Blacklisting from any Govt. Deptt./Organizations, if any during last 5 years.	:	If so, the firm must also provide the detailed reasons for its blacklisting, for consideration of its Bid on overall Merits, if any.

Signature of Bidder :

[Either “Proprietor” or

“Authorized Signatory”

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

Signatory's Name:

Business Address:

QUESTIONNAIRE (Part – B)

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

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

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

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

	under the Indian Companies Act, 1956 or any other similar Act ?	Regn. No.:				
6.	i) Please indicate name & full address of your Banker(s)	:				The Banking details are required to ensure Financial Transparency , &, to facilitate timely payment through E-Payment / ECS / RTGS / LC , etc.
	ii) Please provide your Principal Manufacturing Firm's Bank A/c. No., Bank Code, IBAN Code, SWIFT/BIC Code.	:	Bank A/c. No.: Bank Code: IBAN Code: SWIFT/BIC Code:			
	iii) Please provide your Indian Agent's Banker's Name & Full Address, Bank A/c. No., Bank Code, IFS Code & MICR Code	:	Bank Name: Address: Current A/c. No.: IFS Code: MICR Code:			
7.	i) Whether the Bidder is Principal Manufacturer or Indian Agent ?	:	Principal Manufacturer / Indian Bidder			Indian Agency Commission (IAC) may be quoted as a certain percentage (say, 5% or 10%) of the Price of Imported component of Goods [<i>quoted on CIP (Kolkata) basis</i>].
	ii) What's the Amount of Indian Agency Commission (IAC) ?	:	Schedule No.	Name of Goods	I.A.C. (% of CIP Price)	
iii) Whether the Indian Agent is enlisted with Department of Expenditure (DoE) , Ministry of Finance through DGS&D , under DoE's Compulsory Enlistment Scheme for Indian Agents?	:					
8.	Please state whether business dealings with you currently stand suspended / banned by any Ministry/Department of Government of India or by any State Govt.	:	.			

.....
(Signature with date)

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

For and on behalf of

.....
(Name, address and stamp of the Bidding firm)

SECTION-XIII

BANK GUARANTEE FORM FOR BID SECURITY (i.e. EMD)

Whereas M/s.(hereinafter called the “**Bidder**”) has **submitted** its **Bid** dated for the supply of (hereinafter called the “**Bid**”) against the **purchaser’s Bid enquiry No. F.No.IRCER/P&S-20(C)/2015-16/Procurement of Computer and Accessories. dated: 21.03.2016**

Know all persons by these presents that we, of having our **registered office** at are **bound** unto the **ICAR Research Complex for Eastern Region, ICAR Parisar, P.O.: Bihar Veterinary College, Patna – 800 014 (BIHAR) INDIA** (hereinafter called the “**Purchaser**”) in the **sum** of for which **payment** will and truly to be **made** to the said **Purchaser**, the **Bank** binds itself, its successors and assigns by these presents. Sealed with the **Common Seal** of the said Bank this **day** of, **2016**.

The **conditions** of this **obligation** are —

- (1) If the **Bidder withdraws** or **amends**, **impairs** or **derogates** from the **Bid** in any respect within the **period of validity** of this **Bid**.
- (2) If the **Bidder** having been **notified** of the **acceptance of his Bid** by the **Purchaser** during the **period of its validity**:-
 - a) **fails** or **refuses** 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(s)**.

This **guarantee** will **remain** in **force** for a period of **forty five days** after the **period of Bid validity** and any **demand** in respect thereof should **reach** the **Bank** not later than the above **date**.

.....
(**Signature of the authorised officer of the Bank**)

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

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

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

MANUFACTURER'S AUTHORISATION FORM

To,

The Hon'ble ICAR Research Complex for Eastern Region,
ICAR Parisar, P.O.: Bihar Veterinary College,
Patna – 800 014 (BIHAR) INDIA

Ref.: Your Bid Document F.No

dated

Dear Sirs,

We,....., who are proven and reputable manufacturers of
.....(name and description of the goods offered in the tender) having factories at
....., hereby **authorize** Messrs. (**name and address of the agent**) to **submit a Bid, process** the same **further** and **enter** into a **contract** with you against your requirement as contained in the above-referred Bidding documents for the above goods **manufactured by us**.

We further **confirm** that **no supplier or firm or individual other than Messrs.**
..... (**name and address of the above agent**) is **authorized** to **submit a Bid, process** the same **further** and **enter** into a **contract** with you against your requirement as contained in the above referred Bidding documents for the above goods manufactured by us.

We also hereby **extend** our **full warranty**, as applicable as per **clause 15** of the **General Conditions of Contract**, read with modification, if any, in the **Special Conditions of Contract** for the goods and services offered for supply by the above firm against this Bidding document.

Yours faithfully,

.....

[signature with date, name and designation]

for and on behalf of Messrs.....

[name & address of the manufacturers]

Note : This **letter of authorization** should be **on the letter head** of the **manufacturing firm** and should be **signed by a person competent and having the power of attorney to legally bind the manufacturer**.

SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To,

**The Hon'ble ICAR Research Complex for Eastern Region,
ICAR Parisar, P.O.: Bihar Veterinary College,
Patna – 800 014 (BIHAR) INDIA**

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 bank 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 for 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 upto and including the , 2017.

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

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

SECTION – XVI

CONTRACT FORM

SECTION – XVI

CONTRACT FORM

Contract No..... dated.....

This is in continuation to this office' **Notification of Award** No..... dated

1. Name & address of the Supplier :
2. Purchaser's Bidding Document No. dated and subsequent amendment number....., dated.....(if any), issued by the purchaser
3. Supplier's Bid No. dated..... and subsequent communication(s) No..... dated (if any), exchanged between the supplier and the purchaser in connection with this Bid.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paras 2 and 3 above, shall be deemed to form and be read and construed as part of this contract :

- (i) **General Conditions of Contract;**
- (ii) **Special Conditions of Contract;**
- (iii) **List of Requirements;**
- (iv) **Technical Specifications;**
- (v) **Quality Control Requirements;**
- (vi) **Bid Form furnished by the supplier;**
- (vii) **Price Schedule(s) furnished by the supplier in its Bid;**
- (viii) **Manufacturers' Authorization Form (if applicable for this Bid);**
- (ix) **Purchaser's Notification of Award**

Note : The **words** and **expressions** used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the **definitions** and **abbreviations** incorporated under **clause 1** of **Section II** - '**General Instructions to Bidders**' of the **Purchaser's Bidding Document** shall **also apply** to this contract.

5. **Certain terms, conditions, stipulations** etc. out of the above-referred documents are **reproduced below for ready reference:**

- (i) **Brief particulars** of the **goods and services** which shall be **supplied / provided** by the **supplier** are **as under:**

Schedule No.	Brief description of goods/services	Accounting unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery

Any other additional services (if applicable) and cost thereof:

Total value (in figure) _____ (In words) _____

(ii) **Details of Performance Security:**

(iii) **Delivery schedule:**

(iv) **Quality Control**

(a) **Mode(s), stage(s) and place(s) of conducting inspections and tests:**

(b) **Designation and address of purchaser's inspecting officer:**

(v) **Destination and dispatch instructions:**

(vi) **Consignee, *including port consignee, if any:***

(vii) **Warranty clause**

(viii) **Payment terms**

(ix) **Paying authority**

.....
(Signature, name and address
of the purchaser's authorized official)

For and on behalf of.....

Received and accepted this contract

.....
(Signature, name and address of the supplier's executive
duly authorized to sign on behalf of the supplier)

For and on behalf of

(Name and address of the supplier)

.....
(Seal of the supplier)

Date:

Place: