



भा.कृ.अनु.प. - राष्ट्रीय ऑर्किड अनुसंधान केंद्र
पाक्योंग, सिक्किम - ७३७१०६
ICAR- National research Centre for Orchids
Pakyong, Sikkim -737106



Email : director.nrc@icar.gov.in

Phone : 03592267031

Website: www.nrc.icar.gov.in

F.No: NRCO/S/44/2022/64

दिनांक:13.09.2022

निवीदा सूचना (सी॰पी॰पी पोर्टल)

निदेशक, भाकृ॰अनु॰प॰-राष्ट्रीय आर्किड्स अनुसंधान केंद्र, पाक्योंग, सिक्किम, भारत द्वारा इस केंद्र के पॉलीहाउस की मरम्मत हेतु ओपेन टेंडर - दो बिड प्रणाली (तकनीकी एवं वित्तीय) के तहत ऑनलाइन सी.पी.पी.पी. पर यू.आर.एल :<http://eprocure.gov.in/eprocure/app> के माध्यम से निवीदा आवेदन आमंत्रित की गयी है। ऑनलाइन बिड जमा करने की अंतिम तिथि : 15.10.2022 है । अधिक जानकारी के लिए कृपया : <https://eprocure.gov.in/eprocure/app> या <https://nrcorchids.nic.in/index.php/en> पर देखें ।

(अरविंद चौहान)

सहायक प्रशासनिक अधिकारी



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NOTICE FOR INVITING OPEN E-TENDER THROUGH C.P.P.P.

Online bids are invited from eligible and qualified bidders including CPWD, State Govt. PWD, Govt. Undertakings/ Corporations/ Construction Agencies/ Public Sector Agencies, Public Works Organizations and Government Authorized reputed firms for the open e-tender in Central Public Procurement Portal (CPPP) for **REPAIR OF POLYHOUSE at ICAR-NRC for Orchids, Pakyong, Sikkim** under two bid system (Technical and Financial).

CRITICAL DATE SHEET (Section)

Tender No.	NRCO/S/44/2022/64 date: 13.09.2022
Name of the Organization	ICAR-NRC for Orchids, Pakyong, Sikkim-737106
Date and Time for Issue/ Publishing Time	14.09.2022 3:00 PM
Document Download/Sale Start Date and Time	14.09.2022 3:30 PM
Document Download/Sale End Date and Time	15.10.2022 9:00 AM
Bid Submission Start Date and Time	14.09.2022 4:00 PM
Bid Submission End Date and Time	15.10.2022 10:00 AM
Date and Time for Opening Bids (Technical)	17.10.2022 11:00 AM
Address for Communication	Director, ICAR-NRC for Orchids, Pakyong, Sikkim-737106

GARPT Id : GEM/GARPTS/13092022/QMXTJLW06E9Q

Tender Id: 2022_DARE_712081_1

The open tender enquiry document contains Nineteen pages (including XI ANNEXURES).

- Annexure-I : Instructions for Online Bid Submission on CPPP**
Annexure- II : Detailed Instruction for Online Bid Submission on CPPP
Annexure -III : General Terms and Conditions
Annexure- IV : Important Terms and Conditions
Annexure -V : Technical Bid
Annexure -VI : Financial Bid
Annexure -VII: Tender Acceptance Letter
Annexure -VIII: Bank Detail
Annexure- IX : Price Bid Undertaking
Annexure-X : No black-listed Certificate
Annexure-XI : Performance Statement

(Arvind Chauhaan)
Assistant Administrative Officer

IMPORTANT NOTES:-

1. The tender form/bid documents may be downloaded from the website: <https://eprocure.gov.in/eprocure/app> or <https://nrcorchids.nic.in/index.php/en/>. Online submission of Bids through Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) is mandatory. **Manual submission of bids/ offline shall not be accepted in any case.** Upload the bids after completing in all respect in the e-procure.gov.in portal as per guidelines mentioned in the portal by or before the due date & time.
2. **Bids received on CPP portal only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.**
3. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded online along with the Tender documents.
4. Tenderers/ bidders are requested to visit the website: (<https://eprocure.gov.in/eprocure/app>) regularly. Any changes/modifications in tender enquiry will be intimated by Corrigendum through this website only.
5. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. This Centre reserves the right to accept or reject any or all the tenders in part /full without assigning any reason thereof.
6. Earnest Money Deposit: The interested firms are required to submit (in original) Bid Security (EMD) in the form of Demand Draft from any commercial Bank in favor of Director, ICAR NRC for Orchids, Pakyong payable at SBI Pakyong code no.(9036), Sikkim. The demand drafts should be submitted on or before last date/time of bid submission by speed post or registered post only. **Online Bids shall not be considered in case the Earnest money is not submitted before the closing date of tender.** The bid security (EMD) will not bear any interest and the bid security (EMD) of unsuccessful tenderer would be refunded without any interest after finalization of the tender.
 - a) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
 - b) The Firm who are registered with National Small Industries corporation (NSIC)/ OR Small Scale Industries (SSI) are exempted to submit the EMD (Copy of registration must be provided along with technical bid).
 - c) No claim shall lie against the ICAR-NRCO in respect of erosion in the value or interest on the amount of EMD.
 - d) The EMD, in case of successful bidders shall be returned after submission of performance security and in case of unsuccessful Bidders, shall be retained by the Purchaser, up-to a maximum period of 6 months from the date of opening of the bids or till the finalization of the tender, whichever is later. The bid security shall be refunded to the unsuccessful tenderers on written request. No interest will be payable by the ICAR-NRCO authorities on the EMD.
7. The interested Firms are required to deposit (in original) **an Earnest Money Deposit (EMD) of Rs. 25000/- (Twenty Five Thousand only) in the form of Demand Draft** and shall be addressed to Director, ICAR-NRC for Orchids, Pakyong, Sikkim-737106. If bidders are exempted by GOI for submission of EMD tender document fee then this has to be stated clearly and certificate in this effect has to be mandatorily submitted. Envelope containing DD's should be superscribed in bold "EMD FOR REPAIR OF POLYHOUSE".
8. The bid without EMD will be summarily rejected. Upload scanned copy of EMD Demand Drafts with Technical Bid online.
9. Financial bid will be opened only of those firms which qualify technical bid.
10. The Bid Security (EMD) will be forfeited in the following conditions:-
 - a. If any stage, any of the information/declaration given by the bidder is found false.
 - b. If a bidder withdraws his bid during the period of bid validity specified in terms and conditions of tender.
 - c. In case of any lapse/default in honoring of terms and conditions at any stage after submitting the tender.
 - d. In case of final selection of bidder, if he fails to enter into the contract or fails to furnish Performance Security in accordance with the terms and conditions of the tender.

Sd/-
Assistant Administrative Officer

Copy to:

1. PS to Director, ICAR-NRC for Orchids, Pakyong, Sikkim
2. Scientist i/c, ARIS Cell, ICAR-NRC for Orchids, Pakyong (*with request to upload the tender document on institute's website and CPPP*).
3. Chairperson (Works), ICAR-NRC for Orchids, Pakyong, Sikkim
4. Estate Officer, ICAR-NRC for Orchids, Pakyong, Sikkim
5. Scientist (i/c) Farm, ICAR-NRC for Orchids, Pakyong, Sikkim
6. FAO I/c, ICAR-NRC for Orchids, Pakyong, Sikkim
7. All Scientists , ICAR-NRC for Orchids, Pakyong, Sikkim



(Arvind Chauhaan)
Assistant Administrative Officer

ANNEXURE-I

INSTRUCTIONS FOR ONLINE BID SUBMISSION ON CPPP

1. For Online Bid Submission as per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure /app](http://eprocure.gov.in/eprocure/app)).The bidders are required to submit copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. More information useful for submitting the online bids on the CPP Portal is available/ obtained at [URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app). Manual/offline bids **shall not** be accepted under any circumstances.
2. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link Click here to Enroll. Enrolment on the CPP Portal.
3. Foreign Bidders have to refer "DSC details for foreign Bidders" for Digital signature Certificates requirements which comes under Download Tab at <http://eprocure.gov.in/eprocure/app?page=Standard Bidding Documents & service=page> and the remaining part is same as above and below.
4. The intending Tenderer, in case of Authorized Dealer shall possess valid authorized dealership license and Authorization Letter of Govt. of India/ State Government. The tenderer shall enclose the copy of the same as PDF file along with technical bid of e-tender while submitting the tender.
5. **While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tender estipulate any condition of his own, such conditional tender is liable to be rejected.**
6. Director, ICAR-NRCO, Pakyong, Sikkim, reserves the right to reject any tender/bid wholly or partly without assigning any reason.
7. The Technical Committee/TAC constituted by the Director, ICAR-NRCO shall have the right to verify the particulars furnished by the bidder independently.
8. **Tenderer shall take in to account all costs/charges/taxes of materials (polysheet/ shadenet/ screws/ pipes/ foggers etc) including delivery of material, deployment of workers and repairing of Polyhouse at site i.e. ICAR-NRCO, Pakyong, Sikkim for quoting the rates.** In this regard no claim for any extra payment for any reason shall be entertained.
9. The services should be delivered at ICAR-NRCO, Pakyong, Sikkim and the supplier shall be responsible for any damage during the transit of goods.
10. **All the tender documents & price bid to be up loaded as per this tender are to be digitally signed by the bidder.**
11. All the communications with respect to the tender shall be addressed to: **The Director, ICAR-NRCO, Pakyong, Sikkim – 737106.**

Sd/-
(Arvind Chauhaan)
Assistant Administrative Officer

DETAILED INSTRUCTION FOR ONLINE BID SUBMISSION ON CPPP**A) Instructions for Online Bid Submission**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at:<http://eprocure.gov.in/eprocure/app>.

B) Registration

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll" on the CPP.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

C) Searching for tender documents

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective "My Tenders" folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

D) Preparation of bids

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to

be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document /schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

E) Submission of bids

1. Bidder should login to the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents in the tender document.
3. The Bidder should prepare the EMD as per instructions specified in the tender document. The Original should be posted latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
4. A standard **Financial Bid (Annexure-VI)** format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bid in the format provided and no other format is acceptable. **The bidders are required to download the format for Financial Bid and fill the particulars necessary details and submit/upload the same duly signed/stamped.**
5. The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bid is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
7. The uploaded tender documents must become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission": in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

Sd/-
Assistant Administrative Officer

GENERAL TERMS AND CONDITION

1. **PURCHASER and CONSIGNEE:** The Director, ICAR-NRC for Orchids, Pakyong, Sikkim.
2. **PERIOD AND VALIDITY OF CONTRACT:** Ninety days after award of contract or time period scheduled for completion of repair work vide work order to the successful bidder. The contract can be terminated at any moment of contract period/ any time by giving one week prior notice in writing on account of any of the following reasons.
 - i. On account of unsatisfactory performance
 - ii. Breach of contract clauses(s)/ terms and conditions.
3. **FIRM & FIXED RATES:** Prices should be quoted on a firm & fixed price basis. Request for enhancement of contracted rates shall not be considered under any circumstances. Tenders with variable prices or seeking provision for enhancement of prices/contracted rates shall be rejected straight away without any consideration. In case of award of contract the rates approved by ICAR-NRCO will remain firm & fixed throughout the period of contract agreement.
4. **NON TRANSFERABILITY:** This tender is non-transferable.
5. **TERMS & CONDITIONS:** Terms & Conditions as set out in this Tender Document shall have to be comply with, by the tendering firm. Offers not complying with such terms & conditions shall be ignored/ rejected at the discretion of the Authority.
6. **PERFORMANCE SECURITY:** The successful tenderer shall deposit **Rs. 50,000** (Fifty Thousand only) (in lump-sum) in form of fixed deposit receipt or bank guaranty form any nationalized bank duly pledged in the name of the "Director, ICAR-NRC for Orchids, Pakyong" which shall be kept for a period of 180 days beyond completion of all the contractual obligations. Security deposit has to be submitted within 15 days of award of contract which will be refunded after satisfactorily completion of the Liability Period. If the services are not performed satisfactorily or terms and Conditions of contract agreement are violated the performance security is liable to be forfeited and if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender the performance security is liable to be forfeited. No interest will be paid on performance security. Security Deposit shall be released after Defects liability Period of Six months from date of completion of repair works. During the defects liabilities period The contractor shall repair/replace any item of work found defective within ten days of intimation failing which the defective work will be got repaired /replaced at the risk and cost of the contractor through any other agency.
7. **PRESCRIBED FORMS:** Online bids under two bid systems (Technical bid and Financial bid) through e-procurement in the format prescribed (**ANNEXURE-V, Technical bid & ANNEXURE-VI, Financial bid**) in this tender document shall only be considered. Offers not received in prescribed format shall be ignored and no correspondence in this regard will be entertained. The tender sent by Courier/Registered post/Telegraphic/Telex/Fax/Email will not be accepted and ignored straightaway.
8. **AUTHORIZED SIGNATORY/ SIGNING OF TENDER:** Individual signing the tender or other documents connected with contract must specify the capacity in which the tender documents are digitally signed as:
 - a. " a sole proprietor" of the concern or constituted attorney of such sole proprietor;
 - b. a partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
9. **A PARTNER OF THE FIRM:** If it is partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm. For Partnership firms

whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender.

- a. If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the Tenders to refer dispute condemning business of the partnership to arbitration.
 - b. If the answer to above is in point one and two the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partners.
 - c. Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.
10. A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so NRCO, Pakyong may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

11. BIDS EVALUATION:

- a. Bids shall be submitted in the prescribed format and all columns may be filled up. Incomplete proposals and tenders received after due date shall not be entertained. The Institute shall not be responsible for any delay in online bid submission and delay in receipt of the EMD. Any bids received by the Institute which does not fulfill the desired terms and conditions shall be rejected out rightly and no communication in this regard shall be sent.
- b. Quotations qualified by such vague and indefinite expression such as "Subject to prior confirmation", "Subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly. Any conditional tender shall be rejected summarily.
- c. Financial Bids will be open for only those bidders whose Technical Bids qualifies. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The representative attending the opening of the tender on behalf of the tender should bring with him a letter of authority from the tenderer and proof of identification.
- d. Mere Participation in the tender does not ensure business of any quantum, whatsoever and doesn't bind this centre to place work order. Any deviation from the Terms & Conditions mentioned above will imply disqualification for the firm.

12. **SUBMISSION OF BIDS:** The tenderer should digitally sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by tenderer will be deemed as a contract. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.** The rates should be quoted as per the Financial Bid format /BOQ format uploaded on the CPP Portal. Rates quoted should be inclusive of all taxes (including GST). It must be noted that the contract shall be awarded to the firm which fulfils all the required specifications, terms and conditions, qualify the technical bid and remains L-1.

13. **DELIVERY AND LIQUIDATED DAMAGES:** Work order has to be fulfilled within 90 days of issue of work order. Repair will have to be completed within 90 days or period mentioned in the purchased order. The liquidated damages charges @ 0.5% per week of the total value of work order, as a consequence of the delay, shall be imposed if service made after expiry of delivery period subject to maximum 10% of the total value of goods/contract value. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier. Place of work (F.O.R) at ICAR-NRCO, Pakyong, Sikkim-737106.

14. **RISK PURCHASE:** If successful tenderer fails to repair/ execute work order within the stipulated date specified in our Tender Document/ work order; Director, NRCO, Pakyong reserves the right procure same services or equivalent material from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the material/service from alternative source will be recovered from the Security Deposit / Bank Guarantee and Pending Bills and if the value of the materials under risk purchase exceeds, the amount of Security Deposit and / or Bank Guarantee and Pending Bills, the same may be recovered if necessary by due legal process.

15. **THE PAYMENT CLAUSE:** The bill in triplicate may be sent to this office for settlement after satisfactorily execution of work order. The bill should have full particulars of the items(s). Payment will be made only after satisfactory certificate of indenter along with the Works Committee of Institute regarding quality and quantity of repair work performed. No payment shall be made in advance nor shall the loan from any bank or financial institutions be recommended on the basis of the order of award of work. No payment will be made against execution of partial order, unordered work i.e out of scope from work order. The firm shall submit the bill only after execution of repair work to the satisfaction of the NRCO, Pakyong on receipt of a pre-receipted bill invoice from the firm, the case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for goods / services rejected. The bill is to be submitted in triplicate in GST prescribed Proforma with details of CGST,SGST and IGST rates, amount and GST number.
16. **BREACH OF TERMS AND CONDITIONS:** In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by **ICAR-NRC for Orchids, Pakyong** in that event the security deposit shall also stands forfeited.
17. **LEGAL JURISDICTION:** The agreement shall be deemed to have been concluded in Pakyong, Sikkim and all obligations hereunder shall be deemed to be located at Gangtok, Sikkim and Court within Gangtok, Sikkim will have Jurisdiction to the exclusion of other courts.
18. **NRC (O) RIGHTS:** The Director, ICAR-NRC for Orchids, Pakyong reserves the right to reject any tender/all tenders in full or part thereof without assigning any reasons. If any dispute(s) arises between ICAR-NRC for Orchids, Pakyong and the firm with reference to the contract; ICAR-NRC for Orchids, Pakyong will decide it and its decision will be binding on the firms.
19. **LEGAL CONTRACT:-** The supplier shall execute a legal contract agreement along with undertaking in duplicate on stamp paper of appropriate value (charges to be borne by the supplier), immediately after the receipt of the award letter but not later than by 15 days of the date of issuance of award letter. The subsequent matter will be got typed on non-judicial stamp papers of Rs. 100/-. Each page of this contract agreement should be duly stamped & signed by the authorized signatory of the firm. A copy of power of attorney in respect of the authorized signatory, that he is authorized to sign the contract on behalf of the firm, is also to be attached with the contract agreement. All disputes are subject to the exclusive jurisdiction of competent Courts and Forums in Gangtok only.
- Note: - Contract agreement is to be signed at ICAR-NRC for Orchids, Pakyong. Contract agreement by post shall not be entertained**
20. **BIDS VALIDITY:** Bids shall be valid for 03 months from the date of opening of tender.
21. **FORCE MAJEURE CLAUSE :-** The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, Force Majeure means an event beyond the control of the Supplier and not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods. Epidemics, quarantine restrictions, strikes, lockout or any act of war. Notice of the happening of any such event is given by either party to the other within 15 days from the date of occurring thereof. However either party at its discretion can terminate the contract in such cases.
22. The Director, ICAR-NRC for Orchids, Pakyong reserves the right to conclude parallel Contracts with a number of suppliers and place Orders on any of such firm that may be the most economical to it or suitable to its requirements.

NOTES:

- (i.) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partner admitting

execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

- (ii.) In case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.

23. Each Bidder shall submit only one Quotation.

24. Income tax will be deducted from the total bill of the executing firm/contractor as per govt. Rate. As per 3(1) and 3(2) of the Building and & other construction workers welfare Cess act 1996 (BOCW) cess amount 1% shall be payable by the successful bidder. The bill for payment on successful completion of work shall be submitted along with the receipt of submission of labor cess.

25. Only those firms/contractors registered with Central Government/ State Government of Sikkim/CPWD/Railways/MES /PWD/PSU/Any Other Govt Organization need apply.

26. The bidders have to enclose / upload the photo copy of the documents viz Registration Number with Central Government/ State Government of Sikkim /CPWD/MES/Railways registration details, Pan no/copies of the IT returns for the previous three years, Tin no./GST registration No./ labour registration no./experience in executing similar works in the last 5 years along with Technical Bid.

Sd/-
(Arvind Chauhaan)
Assistant Administrative Officer

IMPORTANT TERMS AND CONDITIONS:

1. **The Bidder must have successfully completed or substantially completed similar works (construction/ repair of polyhouse) during last three years, ending last day of month previous to the one in which applications are invited should be either of the following:**
 - 1.1 **The Bidder must have successfully executed / completed at least one single order of about Rs.6,50,000/-**
 - 1.2 **Two orders each of approx value 4 Lakhs.**
 - 1.3 **three orders each of approx value 3.2 Lakhs**during last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.
Documents supporting such work shall be enclosed along with the Tender (Format enclosed Annexure-XI).
2. **The bidder must have an annual turnover of Rs.10 Lakh. Certified copies of balance sheets from Chartered Account must be enclosed for last three years.**
3. **Attach copy of at least three work orders of similar nature of work (i.e repair/construction of polyhouses) awarded by other Government agencies. Bids not attached with work orders will be summarily rejected.**
4. Tenderers are advised to inspect the site and its surroundings and satisfy themselves before submitting their tender as to the nature of the site, the means of access of the site, and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent upon any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials required for repairing work, tools and paints, workers, facilities for workers and all other services required for executing type of repair work and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and all the stores, tools and plant, etc., to be arranged by him abiding all the rules and regulations of the Government and local conditions and other factors having a bearing on the execution of the work.
5. 2% of the total contract value will be charged if water & electricity is provided by this Institute.
6. The Director, ICAR-NRCO, Pakyong, Sikkim, does not bind himself to accept the lowest or any other tender and reserves right to reject any or all of the tenders received without assignment of any reason. All Tenders, in which any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.
7. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be rejected.
8. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India or State Govt is allowed to work as contractor for a period of two years after his retirement from Government Service, without the previous permission of the GOI in writing.
9. Sales tax, purchase tax, turnover or any other tax on material in respect of this contract shall be payable by the contractor and ICAR-NRCO, Pakyong, Sikkim will not entertain any claim whatsoever in respect of the same. Rate quoted should include all charges like delivery charge and miscellaneous expenses. No extra claim above rate quoted will be entertained in any case.
10. The successful tenderer have to complete the work as detailed in the schedule to Tender based on the work order.
11. The Institute will not be responsible for any loss or damage in transit. Insurance if any required has to be done by the contractor at his own cost.
12. Materials to be purchased and test for various items of works to be carried as per State Government/ CPWD specifications or ISI standards.

13. Time of completion of work to be adhered to strictly. Specification and particulars of work order regarding repair work will be adhered strictly. No changes/ Extra work/ Un ordered repair work will be made by the party without prior approval of Director NRCO in writing. If made so, then no payment for such changes/ extra work will be made by NRCO and no such claim will be entertained in any circumstance.
14. During the defects liability period/warranty period, the contractor shall replace/repair/modify as directed any or all defects/defective materials/workmanship at contractor's own risk and cost, to the entire satisfaction, within Ten days of issue of an written notification in this regard failing which the same shall be got done through any other agency and cost recovered from amounts due to the contractor/firm.
15. The agency to whom work has been awarded will be the principal employer for the labour force. This Institute will have no liability in this regard. The agency will have to abide terms and conditions laid down by Central/ State Govt. in respect of various Labour Laws/ Acts/Rules like Minimum Wages, Provident Funds, ESI, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable by the Tenderer, there will not be any liability on the NRCO.
16. The labourers engaged should strictly follow the discipline and decorum of the Institute and agency will be liable for any loss or damage caused by them to the Institute property. The Institute will not be held responsible for payment of any compensation to the labourer engaged by him for any sort of injury/ fatality etc. ICAR-NRCO will not be responsible for the security of materials/ implements of contractor.
17. Implements/ materials required for the above work should be provided by the contractor. The firm has to make their own arrangements for accommodation/food for the labourers. Then contractor shall pay all compensations etc., including accident compensations due to their labourers. The Institute will not be responsible for any claim by the labourers engaged by the firm.
18. The Bidders (Registered Firms/Contractors) should have filed IT Returns. Copies of the IT returns for the last three financial years should be enclosed along with the Tender (Technical Bid).
19. Inspection:
 1. The Director, ICAR-NRCO, Pakyong shall be the final authority to reject full or any part of the service which is not confirming to the specification and other terms and conditions.
 2. No payment shall be made for rejected Stores/ Services. Rejected items must be removed by the Bidders within two (02) weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.
20. The ICAR-NRCO, Pakyong reserves the right to place an order for supply of any items mentioned in the Financial Bid or otherwise, to any other firm(s) in emergency/unavoidable situation.
21. Freight, insurance charges, if any will be borne by the supplier, Similarly shortage, pilferage in transit will be sole responsibility of the supplier. The defective supply or service will have to be replaced by the supplier within 30 days without additional freight / transport charge.
22. Order will be placed as per requirement; irrespective of contract agreement and contract agreement doesn't ensure any minimum value of work order.
23. Repairing should be made in full against the order and shortage will be procured from other supplier on the risk and cost of the original supplier. Part supply and partial execution of work order will not be admissible i.e no payment will be made against part work. This tender doesn't include supply and repair of any equipment or any construction.

Sd/-
Assistant Administrative Officer

Technical Bid

Sl. No	Particulars	Attached Yes or No	Page No.
1.	Name of the Firm		
2.	Address and Telephone No. of the Tenderer		
3.	Full Bankers Details with IFSC Code.		
4.	EMD of Rs. 25, 000/- DD No. & Scanned copy of draft for EMD		
5.	Scanned copy of the documents Registered with Government of India/ Government of Sikkim/CPWD/MES/Railways etc		
6.	Copy of TAN/PAN Card.		
7.	GST Number with Registration Certificate		
8.	Applicant should have: 1.Successfully completed or substantially completed similar works (construction/ repair of polyhouse) during last three years, ending last day of month previous to the one in which applications are invited should be either of the following: 1.1 The Bidder must have successfully executed / completed at least one single order of about Rs.6,50,000/- 1.2 Two orders each of approx value 4 Lakhs. 1.3 three orders each of approx value 3.2 Lakhs during last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer. <u>(Similar work concepts means Construction/ Polyhouse Repair works, Supplying and erecting superstructure framework, Fabricating fiber houses/ Green House Providing and fixing aluminium grippers etc)</u>		
9.	Income Tax for the last three years (2019-20, 20-21 and 21-22)		
10.	Profit and loss account & Balance Sheet which are audited & duly certified by the Chartered Accountant for the last <u>three years</u> .		
11.	Annual Turnover of the business should not be less than Rs.10.00 Lakhs for last three years, to be certified by Chartered Accountant as per Balance Sheets used for ITR filing.		
12.	MSME exemption certificate / Earnest Money Deposit is compulsory.		
13.	Whether the Firm's has been blacklisted by any of the Department/Organizations of the Government of India/Government of Sikkim or any other state Govt. and any criminal case is pending against the said firm as per (ANNEXURE-X)		
14.	Performance statement as per enclosed Performa (ANNEXURE-XI) The Firm's should have minimum five years experience for Repair of Polyhouse. Work orders are to be attached.		
15.	Price Bid Undertaking (ANNEXURE-IX)		
16.	Sole properties/ Partner or Partnership Firm (Attach necessary document)		
17.	Tender Acceptance letter (MANDATORY) (ANNEXURE-VII)		
18.	Bank Detail (ANNEXURE-VIII)		
19.	Details of Litigation, current or during last three years in which the bidder is involved and disputed amount in each case.		
20.	Details of Existing commitments and ongoing works		
21.	Evidence of access to financial resources to meet the requirement of working capital: cash in hand, lines of credit etc		

This is to certify that I/We have carefully read the contents of the tender document and\ fully understood to all the terms and conditions therein and undertake myself/ourselves to a bid by the same.

Place
Date

Name of the Firm
Seal of the Firm

Signature of the Tenderer
Name of the Signatory

Note: - The information required at serial no. 1 to 21 must be uploaded with the certified copies of the document, and attached as per the serial number failing which the tender is liable to be rejected. No other document needs to be uploaded with the tender form.

FINANCIAL BID (SPECIFICATIONS FOR REPAIR OF POLYHOUSES AT ICAR-NRCO,PAKYONG,SIKKIM-737106

Sl. No.	Details	Quantity (Total)	Rate (Rs.) (In words)	Rate (Rs.) (In figures)
1.	Removing of existing polysheet, screws, profiles etc	5076 m ²		
2.	Providing and Glazing of Polysheet (Quality: 200 micron (800 G), UV Stabilised, LDPE Sheets (ISI/BIS Standards/ ISO Certified), including screws, spring, nut bolt etc	5076 m ²		
3.	Providing and Fixing Insect Net (40 mesh plastic)	60 m ²		
4.	Providing and Fixing/ Fitting of Lateral Pipe for Misting System: 16 mm LDPE Pipe, 6 kg per m ³ pressure, UV stabilized along with supporting wire	2100 m		
5.	Providing and Fixing/ Fitting of Fogger Set:- 04 way hanging fogger assembly with anti drip valve (Plastic), hanging length 30 to 40 cm, Capacity 25 - 30 Ltr per hour	975 set		
6.	Providing and Fixing/ Fitting of polysheets with Aluminium profile/ spring grippers etc.	Aluminium profile-950 m Spring -1800 m Grippers-450 pieces		

Sd/-

Assistant Administrative Officer

Note:

- The said repair work is for different polyhouses, for which the TOTAL requirement (quantity) has been mentioned above.*
- 15% of requirement may increase or decrease as per the discretion of Directo, ICAR-NRCO..*
- The prices / rates quoted should be indicated in words as well as in figures. In case of any discrepancy, lower amount / rates shall be considered as valid.*
- Rates quoted should be inclusive of cost of materials (Polysheet/shadenet/screws etc) and labor/fitting/fixing charges;carriages/ freight/insurance whatsoever, storage,watch & ward, wastages etc and inclusive of all duties, taxes and other levies payable by the contractor .*
- The quoted rates shall not be varied under any circumstance.*
- Rates quoted should be inclusive of GST. No claim/ extra charges will be applicable/ entertained over the above quoted rates in any case/ circumstance.*
- This tender does not includes any type of construction/ civil works or supply of instrument/ equipment (machinery fitted in polyhouses).*

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

To,

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:_____

Name of Tender / Work:_____

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned Tender/ Work from the web site(s) namely:_____ as per your advertisement, given in the above mentioned website(s).
2. I/ We hereby certify that I/ we have read the entire terms and conditions of the tender documents from Page No : 1 to 19 (including all documents like annexure(s), schedule(s), etc., which form part of the contract agreement and I/ we shall abide hereby by the terms / conditions / clauses contained therein).
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/ We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I/ We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I/ We certify that all information furnished by the our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.
7. Should I/ We fail to observe and comply with the tender conditions the EMD may be forfeited by you in addition to taking any remedial measures to recover loss caused by such failure of undersigned. I/We agree that in the event of any dispute or difference out of this often, I/We shall abide by the decision of Director, ICAR-NRCO, Pakyong and his decision shall be final and binding on me/us.
8. I/We agree to supply the above goods / repair services. We confirm that the same will meet the description, specification and other technical details as required in the tender enquiry. We conform that we agree to all other terms and conditions of your tender enquiry including the terms of delivery, period of delivery and warranty provision. We have furnished all the information, as required in the tender enquiry and attached the relevant documents. We confirm that our offer will remain valid for acceptance for **90 days** after the date of opening of tenders.

Witness: a)í í í í í í í í í í ..

Yours faithfully,

b)í í í í í í í í í í ...

(Signature of the Bidder, with Official Seal)

INDIAN COUNCIL OF AGRICULTURAL RESEARCH
NATIONAL RESEARCH CENTRE FOR ORCHIDS, PAKYONG-737106

Name of the Firm/Contractor/Entrepreneur _____

Registered / Postal Address: _____

1.	E-mail Address	
2.	PAN No.	
3.	GST Number /TIN Number, if applicable	
4.	Sales Tax/Service Tax Registration No., if applicable	
5.	Bank details: i) Bank Name ii) Branch Address iii) Account Number	

Name of the Authorized Signatory
Stamp & Signature

PRICE BID UNDERTAKING

From: (Full Name and Address of the Bidder)

To,
Dear Sir,

1. I Submit the Price Bid for_____ and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document **(including Annexure- I to XI)**, and agreed to abide by them for the Contract.
3. I offer to work at the rates as indicated in the price Bid.
4. We agree to supply goods/ provide repair service. We confirm that the same will meet the description, specification and other technical details as required in the tender enquiry.
5. We conform that we agree to all other terms and conditions of your tender enquiry including the terms of delivery, period of delivery and warranty provision.
6. We have furnished all the information, as required in the tender enquiry and attached the relevant documents. (In case a tenderer desires to put some additional/modified stipulations, terms and conditions etc. the same may be clearly indicated).
7. We confirm that our offer will remain valid for acceptance for 90 days after the date of opening of tenders.

Witness: a)í í í í í í í í í í ..

Yours faithfully,

b)í í í í í í í í í í ...

(Signature of the Bidder, with Official Seal)

NON BACKLISTED CERTIFICATE

(Letter to the NRCO on the vendor's letterhead)

To,
Director
ICAR-NRC for Orchids,
Pakyong, Sikkim-737106

Sub: Your tender for Repair of Polyhouse(s) at ICAR-NRC for Orchids, Pakyong, Sikkim

Dear Sir

With reference to the above tender, having examined and understood the instructions, terms and conditions forming part of the tender, we hereby enclose our offer for Repair of Polyhouse(s) at ICAR-NRC for Orchids, Pakyong, Sikkim as detailed in your above referred tender. We confirm that we have never been black-listed by any organization. We further confirm that our offer is in conformity with the terms and conditions as mentioned in your tender referred to above and its enclosures. We also understand that the NRCO is not bound to accept the offer in full or in part without assigning any reasons whatsoever. We enclose the requisite Earnest Money Deposit of Rs. 25,000/- in the form of A/c Payee Demand Draft in favour of Director, NRCO, Pakyong, Sikkim payable at Pakyong, Sikkim. D.D No.....dated.....on towards EMD cost.

Date:

Witness: a)í í í í í í í í í í ..

Yours faithfully,

b)í í í í í í í í í í ...

(Signature of the Bidder, with Official Seal)

ANNEXURE-XI

Performance Statement

(Shall be submitted by the bidder in their letter head)

Name and Address of the Organisation	Order No. & Date	Value of Order	Date of Effect and completion of Contract	Nature of Work	Remarks (if any)

Signature and Seal of the Bidder
Business Address: