



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/569176E

Dated/दिनांक : 19-12-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	09-01-2025 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	09-01-2025 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Agriculture And Farmers Welfare
Department Name/विभाग का नाम	Department Of Agricultural Research And Education (dare)
Organisation Name/संगठन का नाम	Indian Council Of Agricultural Research (icar)
Office Name/कार्यालय का नाम	Icar- Central Institute For Women In Agriculture, Bhubaneswar
Total Quantity/कुल मात्रा	4
Item Category/मद केटेगरी	Double Deck Bakery Oven
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Double Deck Bakery Oven
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Tool Kit for Food Processing (Khadya Prasanskaran) Bakery Product - ODOP UP Gov. (Bahraich)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none">Hot air oven
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	3 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	20 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण

Document required from seller/विक्रेता से मांगे गए दस्तावेज	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Past Performance/विगत प्रदर्शन	10 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	7000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	2

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम

की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

DIRECTOR

ICAR- Central Institute For Women In Agriculture, Bhubaneswar

(Icar Unit Drwa)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing

cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

7. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Double Deck Bakery Oven (4 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
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S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Nabaneeta Gogoi	785001,Pr. Scientist and Unit Coordinator, AICRP-WIA, College of Community Science, Assam Agricultural University, Borbheta, Jorhat, Assam - 785013	1	15
2	Raj Pathania	176062,Deptt of Human Development & Family Studies College of Community Science CSK HPKV Palampur Himachal Pradesh-176062	1	15
3	Manisha Gahlot	263145,Dept of Textiles and Apparel Designing, College of Community Science, GBPUAT, Pantnagar Uttarakhand-263145	1	15
4	Sangeeta Deo	848125,Dean, College of Community Science, Dr. Rajendra Prasad Central Agricultural University, Pusa (Samastipur), Bihar-848125	1	15

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ICAR - CENTRAL INSTITUTE FOR WOMEN IN AGRICULTURE
Bhagyashri Road, Kalinga Studio Chowk, Bhubaneswar - 751003, Odisha

GEM BID DOCUMENT (Two Bid System)

NAME OF THE ITEM	Double Deck Bakery Oven
REF. NO.	CIWA/Admn/SCSP/2024-25/GEM-02

Tender published at Website:

<https://gem.gov.in/>

<http://icar-ciwa.org.in>

GeM Portal Toll Free Numbers (Inbound):

Call 1800419-3436 / 1800-102-3436

Help Desk Outbound Nos.: +91124487512

(Prospective bidders shall comply with the following terms & conditions while quoting for the items to be procured)

(This Tender Enquiry Document will supersede the Terms & Conditions of the GeM portal)

INTRODUCTION

ICAR-Central Institute for Women in Agriculture (ICAR-CIWA) is an institution first of its kind in India that is exclusively devoted to gender related research in agriculture. Established as National Research Centre for Women in Agriculture (NRCWA) in April 1996 at Bhubaneswar (Odisha) under Indian Council of Agricultural Research, New Delhi, following the recommendation of the Working Group on Agricultural Research and Education, constituted by the Planning Commission for the formulation of the 8th Five Year Plan (1992-97), the institute has been undertaking research on various issues affecting women's role and participation and the emerging opportunities in agriculture. It focuses on participatory action research in different technology-based thematic areas involving farm women to make farm technologies suitable for them. The Institute also takes up activities to catalyze and facilitate research and development institutions to bring farm women perspective in their research and development programmes. The Directorate has been upgraded and renamed

d as "ICAR-Central Institute for Women in Agriculture" (ICAR-CIWA) in the year 2014 under XIIth plan EFC.

The importance of such a dedicated institution has grown manifold over the years as gender dynamics in agriculture is poised for a great change, particularly in the context of changing socio-economic, institutional, policy and natural environment. Women in India are subject to varied forms of inequality that reduce the pace of their progress. Therefore, better understanding of women's involvement in agriculture is also a pre-requisite for planning and promoting gender responsive actions to achieve the twin objectives of women empowerment and sustainable agricultural growth. Given the fact that agriculture is less attractive economic vocation for many men and women, it becomes more important to find ways and means for increasing the productivity of workers, more importantly the women workers, in agriculture as there will be continuous rise in participation of women in agriculture and allied tasks in future.

ICAR-CIWA vide this tender enquiry invites Tenders from the reputed/experienced Suppliers / Dealers for supply of four numbers of Double Deck Bakery Oven at different locations of AICRP on WIA centres of ICAR-CIWA, Bhubaneswar - 751003. The bidders are requested to submit the Tenders online on GeM Portal only.

The details of Tender submission online is as follows:

Sl.No.	Description	Date and Time
1)	Tender Publishing Date	As notified in GeM portal
2)	Bid Closing date	As notified in GeM portal

Tender document along with any corrigendum can be downloaded from the website of GeM Portal and ICAR-CIWA website. **THE TENDER HAS TO BE SUBMITTED ONLINE THROUGH GEM PORTAL ONLY.**

The Director, ICAR-CIWA reserves the right to reject any tender without assigning any reason thereof. A brief detail of tender is given below along with terms and conditions.

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. REGISTRATION ON GEM-PORTAL:

The Bidders are advised to register themselves with GeM Portal at <https://gem.gov.in/>.

2. PROCEDURE TO BE FOLLOWED FOR SUBMISSION OF TENDER :

Bidder firms which fulfil the below eligibility conditions may upload the technical bid and Financial bid along with the scanned copy of requisite documents as detailed under failing which bids will be rejected.

TECHNICAL BID:

Sl	Documents	Procedure to be followed
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1	EMD	<ul style="list-style-type: none"> · Scanned Copy of the EMD should be uploaded on GeM-portal under Technical BID · Original Earnest Money Deposit in the form of Demand Draft/Pay order/NEFT/RTGS for Rs.7,000/- (Rupees Seven Thousand Only) in favour of "ICAR Unit- DRWA, Account Number-10478302130, IFSC code-SBIN0009027, Name of the Bank- State Bank of India, Priyadarshini Market Branch, Branch code- 9027" payable at Bhubaneswar as mentioned in this Tender Notice should be placed in a sealed envelope super scribed "EMD for supply of Double Deck Bakery Oven for ICAR-CIWA Bhubaneswar" along with bidders' name, address and contact details and should be submitted to Administrative Section, 1st Floor, Main Building, ICAR-CIWA, Plot 50-51, Mouza-Jokalandi, Kalinga Studio Chowk, Bhubaneswar - 751003 within the time limit notified in this Tender Notice
2	Documents to be submitted	All required/relevant documents as per Checklist (Annexure-II) and additional documents as per tender document should be uploaded in GeM Portal with all pages serially numbered and attested/signed by the Authorised Signatory

FINANCIAL BID:

Bidders have to submit online Financial Bid on e-portal as per proforma given in ANNEXURE-XII

NOTE:

All the documents uploaded on e-portal should be self-attested & must be readable, legible, signed & stamped by authorized signatory.

3. LAST DATE AND TIME FOR SUBMISSION OF TENDER

Online Bids must be submitted within the time notified in the Tender Notice and EMD should reach this office within the time notified in the Tender Notice. In the event of the said date of online opening of the tender being declared a closed holiday for Govt. Office, the date of receipt and opening of the tenders(s) will be the next working day at the same time & place.

4. PRE- BID CONFERENCE:

There will be a pre-bid conference as per the time and venue notified in this tender notice. Interested bidder may attend the conference.

5. OPENING OF ONLINE TENDER:

If any delay arises from any cause, such as strikes, lockouts, fire accidents, riots etc, which the ICAR-CIWA may admit as reasonable ground for further time, it may allow such additional time required by circumstances of the case only for extending the opening. ICAR-CIWA reserves the right for accepting the whole or any part or reject all bids, change or extend the date and time of opening of the tender without assigning any reason to the bidder.

6. SPECIAL INSTRUCTIONS:

- I. Bidders are requested to submit their bids in the e-procurement portal only.
- II. Bidders have to quote the Rate for all Items in Annexure -III. Rates quoted should be in Indian Currency and should be inclusive of all taxes/charges/duties etc. as applicable and cost of Residential Engineers
- III. Any ambiguous quote on these accounts shall render the tender liable to be rejected.

- IV. Tenders not complete in all respects are liable to be summarily rejected.
- V. The bidder shall, wherever called upon to do so, give full information with reference to the services in hand and shall permit the Additional Commissioner or any other officer nominated by him to inspect the premises of the bidder / client at all reasonable times and shall give full assistance and information as may be required in connection with the contract.
- VI. The bidder should satisfy all Government regulation/ Labour laws including Minimum Wages, ESI, EPF Act etc.

7. SIGNING OF TENDER

- I. The tender will be liable to be rejected in case complete information is not given therein individual signing tender or other documents connected with the contract must specify as to whether he is signing as:
 - a. 'Sole Proprietor' of the firm or his Attorney.
 - b. 'Registered Active Partner' of the firm or his Attorney.
 - c. For the firm 'Par Procuration'
- II. In case of company registered under the Companies Act (new as well as old) and firms registered under the Indian Partnership Act, the person signing must clearly indicate his capacity in which he is signing (e.g. Secretary, Manager, Director, Partner etc.). In case it is being signed by an attorney or representative the signatory shall produce a copy of the documents empowering him to sign, if called upon to do so.

8. LIABILITY OF PERSON SIGNING THE DOCUMENTS :

A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has the authority to bind such other and if, on enquiry, it emerges that the person so signing has no authority to do so, the ICAR-CIWA may, without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages.

9. PERIOD OF VALIDITY OF BIDS

- I. Bids shall remain valid for **180** days after the date of opening of online Financial Bid by the ICAR-CIWA (Customer); a bid valid for a shorter period would be liable to be rejected by the ICAR-CIWA (Customer) as non-responsive.
- II. In exceptional circumstances, the ICAR-CIWA (Customer) may solicit the bidder consent to an extension of the period of validity. The request to the response thereto shall be made in writing. The EMD provided shall also be suitably extended.
- III. A bidder may refuse the request without forfeiting his EMD. A bidder accepting the request for granting extension will not be permitted to modify his bid.

10. AWARD OF CONTRACT:

- I. The tender will be evaluated on overall basis and contract will be awarded to the lowest evaluated bidder whose consolidated total is found to be lowest.
- II. It is mandatory to quote rate for all items in FINANCIAL BID.
- III. However, ICAR-CIWA reserves the right not to accept the lowest bid or to accept any bid or to divide the whole or a part of the contract among a number of bidders without assigning any reasons thereof & no correspondence will be entertained in this regard and decision of ICAR-CIWA in this regard will be final and binding.

11. VALIDITY OF CONTRACT:

- I. The contract shall be valid for One (01) year from date of award which may be extended for a further period of up to One (01) year on the same terms and conditions on mutual consent at the discretion of ICAR-CIWA.
- II. ICAR-CIWA will have the exclusive right to terminate the contract by giving one month's notice to the Contractor.
- III. The Contractor has to give **three months' notice** to ICAR-CIWA before cancellation of the contract. Contravention of the same would lead to forfeiture of performance security money along with all outstanding dues.

12. RESPONSIBILITY FOR EXECUTING CONTRACT:

- I. The Contractor shall entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender.
- II. The Contractor shall not sublet, transfer or assign the contract or any part thereof without the written permission of the Director, ICAR-CIWA, Bhubaneswar.
- III. The Director, ICAR-CIWA, Bhubaneswar may substitute any further terms and conditions as it may deem necessary and shall be bound to comply with such further condition as may be imposed.

13. EARNEST MONEY DEPOSIT:

Earnest Money Deposit of Rs. 7,000/- (Rupees Seven Thousand Only) by way of Demand Draft/Pay Order/NEFT/RTGS favouring ICAR Unit- DRWA, Account Number-10478302130, IFSC code-SBIN0009027, Name of the Bank State Bank of India, Priyadarshini Market Branch, Branch code- 9027, payable at Bhubaneswar for participation in tender is to be enclosed with the Technical Bid. The EMD of successful tenderer shall be adjusted against Performance Security Deposit on award of work. Tenders will be rejected/ not considered if it is not accompanied by Earnest money deposit

14. BID SECURITY / EARNEST MONEY DEPOSIT (EMD):

- I. Bidder shall have to submit EMD of as mentioned in this tender notice.
- II. Bid received **without EMD** will not be entertained/ considered at all and will be rejected summarily.
- III. **No interest** would be paid on the Earnest Money Deposit.

15. FORFEITURE OF EMD:

- I. The earnest money deposited (EMD) will be forfeited if the bidder withdraws or modifies their bids in any respect within the period of validity of tender.
- II. In case the successful bidder declines/fails to sign the contract, for whatsoever reason(s)
- III. Fails to furnish the Performance Security Deposit as mentioned in this Tender Notice.
- IV. Bids once submitted shall not allowed to be withdrawn and any default after acceptance of bid shall be deemed to be non-compliance of terms of contract and would be liable to forfeiture of security deposit levied as the case may be

16. REFUND OF EMD:

- I. EMD will be refunded to the **unsuccessful** bidder within **thirty days** after the award of the contract to successful bidder and no interest would be paid thereon.
- II. EMD will be refunded to the **successful** bidder on receipt of Performance Security or shall be adjusted towards Performance Security Deposit and no interest would be paid thereon.

17. PERFORMANCE SECURITY DEPOSIT:

- I. 3% of the contract value** is to be deposited by way of Demand draft of any Nationalize bank in favour of ICAR Unit- DRWA, Account Number-10478302130, IFSC code-SBI 0009027, Name of the Bank- State Bank of India, Priyadarshini Market Branch, Branch code- 927 by the successful contractor within fifteen days of the award of contract for due and satisfactory performance of the contract and shall be refunded only after completion of agreement period and on adjustment of dues, if any. **No interest shall be payable by ICAR-CIWA on the security deposit.**
- II.** If the contractor is called upon by ICAR-CIWA to deposit Security and the contractor fails to provide the security deposit within the period specified/ granted such failure will constitute a breach of the contract and the office shall be entitled to make other arrangements at the risk and expense of the contractor whereby the contract shall be awarded to the next eligible bidder in order and forfeiture of the EMD shall be affected.

18. FORFEITURE OF PERFORMANCE SECURITY DEPOSIT:

In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the contractor/Service Provider will be liable to be forfeited besides annulment of the contract.

19. REFUND OF PERFORMANCE SECURITY DEPOSIT :

On due performance and completion of the contract in all respects, the Performance Security Deposit will be refunded without any interest after deducting downtime and other charges, having remained unrealized, if the same cannot be realized from the contractor's pending bills.

20. RECOVERY OF SUM DUE:

- I.** Whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor, ICAR-CIWA shall be entitled to recover such sum by appropriating, in part or whole from the security money deposited by the contractor and/or by deduction from the pending bills of the contractor.
- II.** When there remains a balance of the total sum to be recovered, it shall be deducted from any sum due to them or which at any time thereafter may become due under this or any other contract with the ICAR-CIWA. If sum not be sufficient to cover the full amount recoverable, the contractor shall pay to ICAR-CIWA on demand the remaining balance due **along with interest at the rate of 24% PA from the date when the first demand is made till the date of actual payment for each day of delay.**

21. INSOLVENCY AND BREACH OF CONTRACT:

ICAR-CIWA may at any time, by notice in writing, summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

- I.** If the contractor being an individual or firm, such individual or any partner in the contractor's firm as the case may be, is at any time adjudged insolvent or has a receiving order or orders for administration of his estate being made or any proceedings for liquidation or composition under any law of insolvency being or not for the time being in force or has made conveyance or assignment of his effects or enter into any arrangements or compromise with his creditors or suspend payment or if the firm be dissolved under any law which governs it or which is otherwise for the time being in force; or
- II.** If the contractor being a company registered under any law for the time being in force, processes are solution for winding up or the court passes any order for the liquidation of the affairs of the company or that any Liquidator, Receiver or Manager is appointed for the management of the affairs of the company; or
- III.** If the contractor commits any breach of this contract or any other direction of the custom

r issued from time to time not otherwise specifically provided in this contract, the customer can terminate the contract without compensation to the contractor which shall be without prejudice of its right to claim the damages which it may have suffered due to such breach of contract or of the direction issued by the customer.

Annexure

SCOPE OF WORK

Introduction

ICAR-CIWA, Bhubaneswar has decided to procure Power operated Paddy thresher cum Winnower through GeM Portal, as indicated in the specifications from various vendors who have executed related works in Govt deptt, PSUs, Government Institutes / bodies, etc., The primary purpose of these items are required for research and developmental activities conducted by the Scientists and also for demonstration of developed technology.

Specification of Equipment

- No. of trays: 4
- Tray size: 16'x24'/ 18'x18',
- Material: SS 304/314,
- Power Supply: Single phase electric
- Thermostat control
- Separate controls for top and bottom heat
- Double pane thermal viewing windows
- LPG gas tank and fittings
- Movable stand.

Delivery of the Tendered Items:

The selected vendor is responsible for supply of the tendered items at various locations mentioned below.

Sl. No	City	Quantity	Address
1	Jorhat	1	Pr. Scientist and Unit Coordinator, AICRP on Women in Agriculture, College of Community Science, Assam Agricultural University, Borbheta, Jorhat, Assam - 785013
2	Palampur	1	Unit Coordinator, AICRP on Women in Agriculture, Deptt of Human Development & Family Studies College of Community Science, CSK- HPKV Palampur, Himachal Pradesh-176062
3	Panthnagar	1	Unit Coordinator, AICRP on Women in Agriculture, Deptt of Textiles and Apparel designing, College of Community Science, GBPUAT, Pantnagar, Uttarakhand-263145

4	Samastipur	2	Unit Coordinator, AICRP on Women in Agriculture, College of Community Science, Dr. Rajendra Prasad Central Agricultural University, Pusa (Samastipur), Bihar - 848125
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Warranty Period:

The vendor is expected to provide a **One Year warranty/guarantee** for the supplied items. During this period, any necessary repairs or replacements for the equipment or its parts will be undertaken by the vendor at no cost to ICAR-CIWA.

Notes:

- >The vendor bears full accountability for the performance of all components of the Tendered items.
- >The vendor should provide complete company details i.e., Name of the Person & Designation, Address, Phone No, Email address, etc.,
- >The vendor is expected to provide free email-based technical support to the ICAR-CIWA, if required.

Contact:

For further details, you may please feel to contact the Purchase Officer - 0674-2387245

For technical specification, you may please call Dr. Sachidanada Swain, Sr. Scientist -9933 282236

ADDITIONAL TERMS AND CONDITIONS

1. Bid Validity

The bid shall remain valid for acceptance for the period given in bid document. In exceptional cases, the bidder may be requested by the purchaser to extend the validity of their bid up to a specified period. Such request(s) and responses thereto shall be conveyed through GeM Portal. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid. A bidder, who may not agree to extend its bid validity after the expiry of the original validity period, their bid will not be considered further.

2. Purchaser's Right to accept any bid and to reject any or all bids.

The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the bid process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

3. Patent Rights

The supplier shall, at all times, indemnify and keep indemnified 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 intellectual property rights or any other 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. Packing and Marking

- a) 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 trans - shipment (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
- b) 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. 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.
- c) Unless otherwise mentioned in the Technical Specification, 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:
 - i. Contract number and date
 - ii. Brief description of goods including quantity
 - iii. Packing list reference number
 - iv. Country of origin of goods
 - v. Consignee's name and full address and
 - vi. Supplier's name and address

5. Inspection, Testing and Quality Control

- a) 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 in the contract. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by Purchaser/Consignee, all subsequent inspections shall be at the cost of the supplier. The expense will be to and from Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period."
- b) The Technical Specification 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.
- c) 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 re-submit the same to the purchaser's inspector for conducting the inspections and tests again.
- d) 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.
- e) If the supplier tenders 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.

- f) 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-dispatch inspection mentioned above.
- g) "On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for."
- h) Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract.
- i) Principal/ Foreign supplier shall also have the equipment inspected by recognized/ reputed agency prior to dispatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

6. Insurance

- a) The supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured from warehouse to warehouse (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
- b) If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee/End User, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be reimbursed.

7. Spare parts

- a) 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:
 - b) The spare parts as selected by the Purchaser/End User 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
 - c) In case the production of the spare parts is discontinued:
 - i. Sufficient advance notice to the Purchaser/End User 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/End User, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/End User.
 - iii. Supplier shall carry sufficient inventories to assure ex-stock supply of consumables

es and spares for the goods so that the same are used during warranty and CAM C period.

8. Incidental Services

The supplier shall be required to perform the following services:-

- a) Installation & Commissioning, Supervision, Demonstration, Trial run etc. of the goods.
- b) Turnkey work (if any).
- c) Training of Consignee's/End Users, Staff, operators etc. for operating and maintaining the goods.
- d) Supplying required number of operation & maintenance manual for the goods.

9. Distribution of Dispatch Documents for Clearance/Receipt of Goods

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

10. Assignment

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.

11. Sub Contracts

- a) 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.
 - b) Sub contract shall be only for bought out items and sub-assemblies.
- c) Sub contracts shall also comply with the provisions of Clause regarding "Country of Origin".

12. Modification of Contract

- a) If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
 - i. Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
 - ii. Mode of packing,
 - iii. Incidental services to be provided by the supplier
 - iv. Mode of dispatch,
 - v. Place of delivery, and
 - vi. Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- b) 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

e, 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 seven days from the date of the supplier's receipt of the Purchaser's amendment / modification of the contract.

13. Taxes and Duties

Supplier shall be entirely responsible for GST incurred until delivery of the contracted goods to the purchaser.

14. Payment Terms

- a) Payment shall be made against submission of "Installation and Acceptance Certificate" of goods to be issued by the End User subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. "Installation and Acceptance Certificate" need to be issued by the concerned End User after installation, commissioning, testing and successful trial run (if applicable).
- b) The payment for turnkey/ Civil/Electrical/Air-Conditioning Works shall also be made on submission of "Installation and Acceptance Certificate" by the End User.
- c) The consignee will enter into CAMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly/yearly basis after satisfactory completion of said period, duly certified by the End User on receipt of bank guarantee for an amount equivalent to 3 % of the cost of the equipment as per contract in the prescribed format given hereunder valid till 3 months after expiry of entire CAMC period.
- d) The supplier shall not claim any interest on payments under the contract.
- e) Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- f) The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date.
- g) While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that, payment has been fulfilled as required under the contract.
- h) While claiming reimbursement of duties, taxes etc. (like GST, Custom Duty etc.) from the Purchaser, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, the supplier shall refund to the Purchaser forthwith.

15. Delivery

- a) The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed no later than the date(s) as specified in the contract.
- b) 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:
 - (i) Imposition of liquidated damages,
 - (ii) Forfeiture of its Performance Security and
 - (iii) Termination of the Contract for default.
- c) 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 contract.

- actual obligations by issuing an amendment to the contract.
- d) 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:
 - e) The Purchaser shall recover from the supplier Liquidated Damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - f) 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 GST 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.
 - g) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Custom Duty and GST which takes place after the expiry of the date of delivery stipulated in the contract.
 - h) 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.

16. Passing of Property

- a) The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the contract.
- b) Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
- c) Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser

17. Liquidated Damages

- a) If the supplier fails to deliver or install /commission 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 0.50% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser may consider termination of the contract.
- b) During the above-mentioned delayed period of supply and/or performance, the conditions incorporated under clause 16 above shall also apply.

18. Termination for Default

- a) The Purchaser without prejudice to any other contractual rights and remedies available to it the Purchaser, may, by written notice of default sent 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
- b) The Performance Security in such cases will be forfeited
- c) Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

19. Termination for Insolvency

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.

20. Resolution of Disputes

- a) If dispute or difference of any kind shall arise between the Purchaser/Consignee 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.
- b) 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/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.
- c) In the case of a dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration to be appointed by the Director, ICAR-CIWA. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-).
- d) **Venue of Arbitration:** The venue of arbitration shall be the place from where the contract has been issued, i.e., Bhubaneswar, Odisha, India.
- e) **Jurisdiction of the court** will be from the place where the Tender Document has been issued, i.e., Bhubaneswar, Odisha, India
- f) **Applicable Law:** The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

21. Withholding and Lien in respect of sums claimed

- a) Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim.
- b) It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

22. Fall Clause

Fall clause is a price safety mechanism. The fall clause provides that if the contract holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms & conditions to that of the contract, at a price lower than the contract price, to any person or organization during the currency of the Contract, the Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Contract and the contract amended accordingly.

23. Warranty:

- a) The bidders must quote for Comprehensive Warranty (Including all spares, labour and third party items) and Turnkey Work (if required) from the date of satisfactory installation, commissioning, trial run, handing and acceptance by the User Department
- b) The warranty charges shall not be quoted separately
- c) During the Warranty period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period will be extended by double the downtime period. In addition, a penalty equal to amount of 0.25 % of the total cost of equipment per day will be liable for the excess downtime period but not more than

n 10% of the equipment cost. Complaints should be attended properly, maximum within 8 hrs. The firm must ensure provision of quality post sale service with 95% uptime of the equipment. The firm has to provide a replacement unit (same model) in case the time taken for repair is long

- d) All software updates should be provided free of cost during Comprehensive Warranty period, if applicable.

24. After Sales Service:

- a) After sales service centre should be available at the city of Institution on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Bidder/Indian Agent. Undertaking by the Principals in the "Manufacturer Authorisation Form" that the spares for the equipment shall be available for the lifetime of the equipment
- b) Warranty as well as Comprehensive Annual Maintenance Contract will be inclusive of all accessories and turnkey work and it will also cover the following, wherever applicable:
- i. All kinds of Motors.
 - ii. Plastic & Glass Parts against any manufacturing defects.
 - iii. All kinds of sensors.
 - iv. All kinds of coils, probes and transducers.
 - v. Printers and imagers including laser and thermal printers with all parts.
 - vi. UPS including the replacement of batteries
- c) The supplier along with its Manufacturer, Indian Agent and the CAMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser for lifetime of the equipment.
- d) The Supplier along with its Manufacturer Indian Agent and the CAMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.

25. Uptime & Downtime Penalty Clause:

- a) The firm should provide uptime guarantee of 95% during warranty period.
- b) During the Warranty period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs.), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. In addition a penalty equal to amount of 0.25 % of the total cost of equipment per day will be leviable for the excess downtime period upto Maximum of 10% of Cost of the Equipment.
- c) Complaints should be attended properly, maximum within 8 hrs.

26. Turnkey Work:

Turnkey Work is to be indicated in the Technical Specification wherever required. The Bidder shall examine the existing site where the equipment is to be installed, in consultation with User Department. The Turnkey Work costs will be added for Ranking Purpose. The Turnkey Work should completely comply with ICAR-CIWA requirement, wherever required

27. Demonstration

The Purchaser reserves the right to ask for a free demonstration of the quoted equipment after giving reasonable time to the bidder at a pre-determined place acceptable to the purchaser

rchaser or at site (in case of non-portable and heavy equipment) for technical acceptability as per the Bid Document specifications, before the opening of the Price Bid

28. The required information for this tender should be furnished in the enclosed format only, failing which bid may be liable to get rejected.

Annexure - II

CHECK LIST

DETAILS OF DOCUMENTS TO BE PROVIDED AGAINST GeM BID

Note: All documents along with above check list shall be dully signed and stamped by the bidder. Non-attested documents will not be considered.

Sl. No.	Parameters/ Documents to be attached	Provided (Yes/No)	Reference Page no./Remarks
1	Certification/Registration Details		
	1.1 PAN Card		
	1.2 GST Registration		
	1.3 MCA/Company Registration		
	1.4 TAN Number (if applicable)		
	1.5 NSIC/SSI certificates registered with NSIC (if applicable)		
	1.6 Udyam Registration Certificate (if applicable)		
2	Certified copies of Balance Sheet by the Registered Chartered Accountants for the following years		
	2.1 FY 2021-22/AY 2022-23		
	2.2 FY 2022-23/AY 2023-24		
	2.3 FY 2023-24/AY 2024-25		
3	Certified copies of Profit & Loss Account by the Registered Chartered Accountants for the following years		
	3.1 FY 2021-22/AY 2022-23		

	3.2	FY 2022-23/AY 2023-24		
	3.3	FY 2023-24/AY 2024-25		
4	Self-attested copies of Income Tax Return for the following years			
	4.1	FY 2021-22/AY 2022-23		
	4.2	FY 2022-23/AY 2023-24		
	4.3	FY 2023-24/AY 2024-25		
5	Annual Turnover certificate of the bidder for the last 03 financial years (Financial Year 2021-22, 2022-23 and 2023-24) duly certified by a registered Chartered Accountant			
6	Annual Turnover certificate of OEM for the last 03 financial years (Financial Year 2021-22, 2022-23 and 2023-24) duly certified by a registered Chartered Accountant			
7	Scanned copy of GST clearance and deposit receipt of months April to November 2024 (any two months) in form GSTR-3B as per rule (5)			
8	Tender Acceptance Form (Annexure - III)			
9	Original Equipment Manufacturer (OEM)'S Authorization Form (Annexure - IV) (if applicable)			
10	Self-Certification on company letter head: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 (Land Border Sharing) (Annexure - V)			
11	Local Content Deceleration under Preference to "MAKE IN INDIA" Policy (Annexure -VI)			
12	Experience Certificate/ Past performance Certificate as per bidder requirement (Annexure - VII)			
13	Bid Securing Declaration Form on Company's letter head (Annexure - VIII)			
14	Undertaking on Company letter head regarding Fall Clause (Annexure - IX)			
15	Technical Specification Compliance/Deviation			
16	Quoted Product Brochure/Catalogue			
17	Any other additional information/documentation as required in the bid			

Annexure-III

TENDER ACCEPTANCE FORM

(To be submitted on bidder's letter head)

To,
Director, ICAR-CIWA

Kalinganagar, Bhubaneswar-751003 Odisha.

Ref: Your Bid No. GEM/2024/B/_____ due for opening on _____

We, the undersigned have examined the above mentioned Bid document, including amendment /corrigendum, 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 as shown in the Price Schedules 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 in the bid documents, 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 for due performance of the contract.

We agree to keep our bid valid for acceptance as required or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted 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 Bid.

We confirm that we do not stand deregistered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes. We also confirm that our GeM account is neither under watch listed nor suspended and there is no severe incident pending against us raised by any Department/Institute of ICAR

We confirm that we fully agree to the terms and conditions specified in above mentioned document, including amendment/ corrigendum. "We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to enforcement of the bid security declaration."

Name _____
Business Address _____

Place: _____
Date: _____

Annexure-I'

**ORIGINAL EQUIPMENT MANUFACTURER
(OEM)'S AUTHORISATION FORM**

(To be submitted on firm's letter head)

To,
Director, ICAR-CIWA
Kalinganagar, Bhubaneswar-751003 Odisha.

Dear Ma'am,

Ref: Your Bid No. GEM/2024/_____ due for opening on _____

We, _____ who are proven and reputable manufacturers of _____ (name and description of the goods offered in the bid) 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 Bid documents for the above goods manufactured by us.

We also hereby extend our full warranty, CAMC as required for the goods and services offered for supply by the above firm against this Bid document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent and the spares for the equipment shall be available for the lifetime of the equipment.

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly

Yours faithfully,

on] [Signature with date, name and designation
for and on behalf of Messrs _____
[Name & address of the manufacturers]

Note:

1. 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.

Annexure-V

Format for Self-Certification

Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

CERTIFICATE

In line with O.M. "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017" vide office memorandum no. F.No.6/18/2019-PPD, Ministry of Finance dated 23.07.2020, "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder M/s _____ is not from such a co

country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder M/s _____ fulfils all requirements in this regard and is eligible to be considered for procurement on GeM.

[Where applicable, evidence of valid registration by the Competent Authority shall be attached]

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successor can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rule along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

Annexure-VI

Format for Self Certification

For Local Content declaration to be provided on the company's Letter Head duly attested by the bidder.

CERTIFICATE

GEM Bid Number _____ Date: _____

I _____ S/o, D/o, W/o _____, Resident of _____

_____ do hereby solemnly affirm and declare as under:

That the local content is _____% for the _____ (Consolidated for quoted items) of M/s _____.

That I on behalf of M/s _____ will agree to abide by the terms and conditions of the policy of Government of India issued vide relevant Notifications issued under order no. Order No. P45021/2/2017-B.E.-II dated 15.06.2017 Public Procurement (Make in India) order 2017 issued DPIIT, Ministry of Commerce and Industry, GOI and calculations for local content have been done accordingly.

That the information furnished hereinafter is correct to best of my knowledge and belief and I on behalf of M/s _____ undertake to produce relevant records before the procuring agency/entity or any other authority so nominated by the concerned department, GOI for the purpose of assessing the local content.

(Name of firm/entity)

ty) Authorized signatory

Note: The local content declaration shall be as per point 5 of Public Procurement (Preference to Make in India) Order (PPO) 2017 dated: -16.09.2020.)

Annexure-VII

RELEVANT WORK/SUPPLY EXPERIENCE DETAILS

(To be submitted on Firm's Letter head)

Sl. No	Name of the Dept./Organization	Period	
		From	To
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Seal and Signature of Authorized Signatory

Place:

Date:

Note: While uploading this Annexure in GeM, bidder should make sure that work experience certificates are also uploaded along with this in one single pdf

Annexure-VIII

PERFORMA FOR BID SECURITY DECLARATION FORM

(To be submitted on bidder's letter head)

To,
Director, ICAR-CIWA

Kalinganagar, Bhubaneswar-751003 Odisha.

Ref: Your Bid No. GEM/2024/B/_____ due for opening on _____

I/We the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)
In the capacity of: (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)
Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.

Annexure-IX

PRICE FALL CLAUSE CERTIFICATE

(To be submitted in the bidder's company letter head)

I/We undertake that we have not offered to supply / supplied / are not supplying same or similar products / systems or sub systems at a price lower than that offered against the GeM Bid No: datedin respect of any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product/systems or sub systems was supplied by the bidder to any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

Seal and Signature of Authorized Signatory

Date:

Annexure-X

SELF - DECLARATION - NON-BLACKLISTING

(To be submitted on bidder's company letter head)

To,
Director, ICAR-CIWA
Kalinganagar, Bhubaneswar-751003

Odisha. Dear Ma'am,

In response to the Bid No. _____ Dated _____ for Procurement, Installation, Establishment & Commissioning of Audio Visual System/Video Conferencing System on turnkey basis at ICAR-CIWA, I/We hereby declare that presently our Company / Firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State / Central Government / PSU / Autonomous Body.

We further declare that presently our Company/ firm _____ is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State / Central Government / PSU/Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking You,

Yours faithfully, [Si

nature with date, name and designation of Authorized Signatory)

Annexure-XI

TECHNICAL COMPLIANCE MATRIX

Sl. No.	Item	Detailed Specification	Quantity / Unit	Offered Make/ Model	Compliance (Yes / No)
1.	Double Deck Bakery Oven	<ul style="list-style-type: none">· No. of trays: 4· Tray size: 16'x24'/ 18'x18',· Material: SS 304/314,· Power Supply: Single phase electric· Thermostat control· Separate controls for top and bottom heat· Double pane thermal viewing windows· LPG gas tank and fittings· Movable stand.	4 Numbers (to be delivered as per requirement)		

Annexure-XII

FINANCIAL BID DETAILS

Sl. No.	Item	Quantity / Unit	Unit Rate (Rs.)	Price (Rs.)
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1.	Double Deck Bakery Oven	4		
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Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which share land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws. जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध : संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड दे वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जा व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---
