



**ICAR-NATIONAL DAIRY RESEARCH  
INSTITUTE**  
(Indian Council of Agricultural Research)  
**KARNAL-132001 (Haryana)**



F.No. [9-71/Ak24/AMCofABTC/GRANTS/ME/21-22](#)

Date: 21.4.2021

**E-TENDERS NOTICE INVITING  
(NATIONAL COMPETITIVE BIDDING)**

Online bids are invited on single stage two bid system for  
**“AMC of Operation and maintenance of 11KV Sub-station, Central AC plant, DG sets., Fire Alarm Systems etc. of ABTC building and Operation of water supply pumps at ICAR-NDRI, Karnal”**

Tender documents may be downloaded from NDRI web site [www.ndri.res.in](http://www.ndri.res.in) (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in critical datesheet as under:-

**CRITICAL DATE SHEET**

<b>Published Date</b>	<b>21.4.2021(3:00PM)</b>
<b>Bid Document Download / Sale Start Date</b>	<b>21.4.2021(3:30PM)</b>
<b>Date of Pre-Bid Meeting</b>	<b>Online through Zoom Platform:29.04.2021 at 11:00 A.M. The meeting ID and Password is available on the Institute website <a href="http://ndri.res.in">http://ndri.res.in</a></b>
<b>Bid Submission Start Date</b>	<b>21.4.2021(3:30PM)</b>
<b>Bid Submission End Date</b>	<b>11.5.2021 (10:30AM)</b>
<b>Bid Opening Date</b>	<b>12.5.2021(11:00AM)</b>
<b>Place of opening of Technical bid</b>	<b>Office of Purchase Section</b>
<b>Address for communication</b>	<b>Purchase Section, ICAR-NDRI, Karnal-132001</b>

1. On behalf of Director, ICAR-NDRI, Karnal, Electronic Quotations/tenders under Open tender enquiry, Bids are invited from the registered firms/their authorized dealer registered on portal etc. for the goods/services mentioned below. The Quotations/bids duly sealed/signed & completed in all respect should be submitted with scan documents online at CPPP **latest by 10.30 AM on 11.5.2021**. The incomplete Quotations/bids will be treated as rejected. The Quotations received after stipulated date & time will not be considered & rejected, and no correspondence in this regard will be entertained.
2. The Tender form/bidder documents may be downloaded from the <https://eprocure.gov.in/eprocure/app>. Online submission of Bids through Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) is mandatory. Manual/Offline bids shall not be accepted under any circumstances.
3. 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.

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. The Director, ICAR-NDRI, Karnal reserves the right to accept or reject any or all the tenders.

4. The firms are required to upload copies of the following documents:-

• **Technical Bid**

- i. Scanned copy of BID SECURITY DECLARATION (mandatory for all bidders).
- ii. Scanned copy of Firm's registration under Companies Act/ or any other Act, PAN Card, GST No., Tender acceptance letter.
- iii. Scanned copy of Income Tax Statement for the last three financial years i.e. **2017-18, 2018-19 & 2019-20.**
- iv. Scanned copy of all authentic documents regarding firm's turnover etc. during last three financial years i.e. **2017-18, 2018-19 & 2019-20.**
- v. Scanned copy of User List/Purchase Orders (minimum three) of its satisfactory installation during last three years.
- vi. The bidder should submit the Certificate of Non-Blacklisting/Not Banned/Temporarily suspended by any Govt. Deptt./Organizations during last three years.
- vii. Please indicate if you are registered with any Govt. organization; and, if registered, furnish all relevant details.
- viii. The scan copy of an undertaking stating that if the information/declaration/scanned documents furnished in respect of eligibility criteria are found to be wrong or misleading at any stage, the firm will be liable to punitive action.
- ix. The scan copy of **all additional documents as per Clause 13** should also be submitted by the bidder.

• **Financial Bid:-**

**Financial bid should be quoted as per BOQ. The firms should quote the rates in consolidated form in BOQ.**

5. The Bidders may submit their Techno-Commercial bids and price bids online on the portal of CPP. No conditional bids shall be allowed/ accepted. Bidders will have to upload scanned copies of various documents required for their eligibility and all other documents as specified in NIT, techno-commercial bid in cover-I, and price bid in Cover-II. To enable system generated techno-commercial and price comparative statements, such statement may be submitted in Excel formats strictly. The bidder will have to give an undertaking online that if the information/declaration/scanned documents furnished in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action. **Further, a "Bid Security Declaration" may also be submitted by the bidders accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.**
6. The Financial Bid of the Technically Qualified bidders only will be opened after short listing of techno-commercially acceptable bidder with due information through system generated emails & SMS alerts.

7. **Description of the services required:**

**TECHNICAL SPECIFICATIONS**

**DETAIL OF INSTALLATIONS AND TYPE OF SERVICES REQUIRED**

**MAJOR ELECTRICAL EQUIPMENT**

<b><u>S.No.</u></b>	<b><u>Description of installation</u></b>	<b><u>No. of units</u></b>	<b><u>Type of service Required</u></b>	<b><u>Daily schedule of work</u></b>
1.	<b>HT(VCB) Compton Greaves 630 Amp Bus Bar Rating</b>	04	Operation /checking/tightening /repair of connection after every 6 months. Maintaining of hourly log book of input and output voltage and amp.	<b><u>Through out the day</u></b>
2.	<b>Diesel Generator set 500 KVA and 200 KVA(Cummins make) with AMF panel</b>	01 no. each	Routine checking of oil, Radiator coolant level, water level in battery and maintenance of AMF Panel . Re-filling of diesel in fuel tank on routine basis as and when required . Operation of generator (switching it on and off in case of power failure and in cases when the automatic panel is not working	
3.	<b>Transformer 500KV dry type 11/0.440KV, Make:- Voltamp</b>	02	Operation/ Daily cleaning and tightening of connection every 6 month	
4.	<b>Panel for normal supply comprising of</b> a) 100 Amp ACB=03 nos b) 800 Amp ACB=01 nos c) MCCB 100 Amp=04 nos d) MCCB 400 Amp=06 nos For out going supply	01	Operation/ Daily cleaning and tightening of connection every 6 month	
5.	<b>L1 panel for essential supply comprising of</b> MCCB200 Amp=02nos MCCB100 Amp=06nos MCCB400 Amp=01nos	01	Operation/ Daily cleaning and tightening of connection every 6 month	
6.	<b>Capacitor Panel 170 KVR</b>	02	Operation/ Daily cleaning and tightening of connection every 6	

			month
7.	<b>Switch Rooms</b>	03	Routine maintenance / changing fuses etc. as when required
8.	<b>Electrical point for lights/ Fans/ power points/ MCB Distribution Boxes.</b>	About 400	Attending faults / changing lights etc as and when required
9.	<b>Complete Fire Alarm system of ABTC</b>		Periodic testing and maintaining the alarm system in working condition
10.	<b>Operation of water supply pumps and preventive Maintenance of their starters in institute</b>		Operation & Running of 5 NOs Water Supply pumps, one no. underground Water Tank Pumps, operation of control valves for drinking water supply, dosing pumps, proper cleaning of OHSR water tanks, underground water tank & dosing tanks and any other duties as assigned by ME of institute.

#### MAJOR PLANT EQUIPMENTS OF REFRIGERATION AND AIR CONDITIONING

S.No.	Description of installations	No. of units	Type of Services Required	Daily schedule of work
1.	<b>Reciprocating compressor 75 tons</b> Model MQCS 808 R-22,415 volts 3 phase with 90 K.W. Motor	02	Complete maintenance /repairing and operation of compressor, chiller,	a) Morning 7:00 to Night 11:00 during Summer
2.	<b>Chiller units</b> Model K.W.R075-1 with 7.5 motor	02	heat exchangers, cooling tower, hot water generator and	b) Morning 8:00 to Night 9:00 during winter
3.	<b>Heat Exchanger</b> Model E1408-4 with 7.5 K.W motor	02	AHU including motors, gauges, safety valves,	
4.	<b>Cooling tower</b>	01	temperature meters, cut-out switches etc.	
5.	Hot water Generator 90 K.W. Capacity 3 x 30 K.W. step	01	<u>Hour of operation for A/C plant:</u>	
6.	<b>AHU with motor</b> a) 3.7 K.W=02nos b) 5.5K.W=02nos c) 1.5 K.W=02nos d) 3.5 K.W=01nos	07	Morning 7:00 to Night 11:00 during Summer months(15 <sup>th</sup> March to 31 <sup>st</sup> October).	

			Morning 8:00 to Night 9:00 during winter months(1 <sup>st</sup> November to 14 <sup>th</sup> March ).	
7.	<b>Ductable units 8.5 TR</b>	06	Complete Repair & Maintenance	
8.	<b>Cold Room (+4<sup>o</sup> C &amp; -20<sup>o</sup> C)</b>	04		

### Technical Terms and conditions

- I. **SCOPE OF WORK:** The work under the contract shall comprise of regular maintenance / preventive maintenance of the following:
  - A. Complete electrical installation of Animal Biotechnology Centre (ABTC), Such as internal and external electrical wiring system, HT Vacuum circuit Breaker (VCB), L.T. Panels for normal and essential electricity supply, Capacitor Panel 170 KVR, Reciprocating Compressors 75 ton capacity each, air-conditioner duct, chiller unit, Heat Exchanger unit, Cooling tower, Hot water generator 90 KW Capacity, AHU with motors, 04 nos. cold rooms (2 nos. +4<sup>o</sup> C & 2 nos. -20<sup>o</sup> C), 06 No. Ductable AC having 8.5 TR each and complete fire alarm Service and operation & routine checking of Generator Sets 500KVA and 200KVA ,Transformer 11/0.440 KV Capacity 500KVA dry at Animal Biotechnology Centre (ABTC) NDRI with Ground, First and Second Floor as defined in Annexure-C.
  - B. Operation of the water supply pumps and preventive Maintenance of their Starters in the Institute having various installations such as 5 Nos. Water supply pumps, 2 nos. Over Head Service Reservoirs (water tanks) and one underground tank , 02 nos. Chlorine Dozing pumps/ periodic Cleaning of the OHSR etc. The job involves the running of the water pumps, dozing pumps as per the direction of the Maintenance Engineer of the Institute. The drinking water supply is to be maintained round the clock in the institute. The hours of operation will be decided by the Maintenance-Engineer.
- II. The job of manning and operation shall include the following.
  - a) All mutual operations required for starting, running, up-keeping of the installations and equipments and connected service.
  - b) Reading & Recording of various meters and gauges including adjusting / operation of controls and filling/writing of daily log books of the installations as per the directions of the Maintenance Engineer or his accredited/ nominated representative.
  - c) All tools and plants required for the operation / maintenance of the installations etc. shall be arranged by the contractor at his own cost & arrangement. Various Stores and other items of inventory issued to the contractor shall be kept in safe custody by the contractor.
  - d) Arranging and providing assistance by way of manual labor/operation/T&P and /or/installation of machinery for rectification /repairs of the installations.
  - e) Any other job which can be reasonably expected to be necessitated.
  - f) The decision of the Director ICAR-NDRI, Karnal as to whether the repair/rectification is necessitated due to negligence or wrong operation on the part of the operator or not, shall be final and binding. Major repairs /overhauling and renewals due to fair wear and tear beyond the control of the operator shall be borne by the Institute.
- III. The installations will have to be manned and operated on all days irrespective of Sunday and holiday etc. as per the instructions of the Maintenance Engineer, ICAR-NDRI and called upon to do so. The rates quoted shall be deemed to include all costs for maintaining and operation of installations on all days of the week. The contactor should not replace the manpower frequently.

- IV. In case of any breakdown with respect to the electrical and mechanical work due to negligence of the contractor, he will have to make the installation in perfect running condition at the earliest. For this purpose, the contractor in any condition will not be allowed to take more than 12 hours. For this period no payment will be made to the contractor and in addition, if the contractor fails to rectify the breakdown within 12 hours, a penalty of Rs.150/- per hour for the entire period of breakdown shall be recovered from the contractor's dues.
- V. **HANDING OVER OF PLANT:** The complete 11 KV sub-station, fire alarm system and Air-Conditioning Plant along with all equipments and other related accessories as per Annexure-C, shall be handed over to the Contractor/agency in working condition and it is responsibility of the agency to operate & maintain it in proper working condition during the entire contract period. After the satisfactory completion/termination of the contract, all these units shall be handed over back by the contractor to ICAR-NDRI Karnal in full working condition. The contractor will have to arrange any extra manpower to meet the emergency, if required. However no extra payment shall be made to the contractor on this account.
- VI. **EARTHING:** Maintenance of earthing of systems of the installations is very important. The installations include substation equipments (Neutral & body earthing), all types of motors and pumps, light points of the premises, cables, lighting arrestor's feeling pillars, LT panels and ABTC building itself etc. Regular checking of earth resistance must be conducted. The contractor/agency will be solely responsible. If any damage occurs due to non-functioning of the earthing system and accordingly the agency shall be penalized.
- VII. **SPARES FOR OPERATION, REPAIR AND MAINTENANCE:** All spares/material (except rubber gasket, acid and Nitrogen gas) required for the operation and maintenance of installations and day to day repair/maintenance shall be provided to the contractor by ICAR-NDRI, Karnal free of cost for fixing. List of all such spares /material shall be decided in consultation with the contractor before handing over the installation for operation and maintenance.
- VIII. Any of the installation will not be left unmanned under any circumstances. The watch and ward of the machinery /plants/sub-station shall be the contractor's responsibility.
- IX. A tentative schedule of working hours of all the installations covered in the contract shall be prepared as decided by the Maintenance Engineer /Head of ABTC, and will be strictly followed accordingly. However, changes can be made by the Maintenance Engineer on "as-and-when" required basis.
- X. **DAMAGE OF EQUIPMENT:** The contractor shall be fully responsible for any kind of damage/loss due to deployment of inexperienced staff or due to negligence in workmanship by him. The same shall be repaired/restored by the contractor to the entire satisfaction of the Maintenance Engineer of the institute otherwise the same will be repaired/restored by the institute for which the expenses incurred will be recovered from the contractor. The decision of the Director NDRI, Karnal in this regard shall be final, conclusive and binding.
- XI. Routine servicing of DG sets and their repairs and fuel for running the Generator will be taken care of by the ICAR- NDRI. However its operation, refilling of diesel and general check-up of the moving parts, shall be taken care of by contractor/ agency.
- XII. **FIRE-SAFETY-PRECAUTIONS:** The maintenance and operational- staff of the contractor shall strictly follow / observe all the instructions/precautions pertaining to the fire-safety at all the locations under his contract within the ABTC building Complex.
- XIII. **ACCIDENT:** The contractor will keep a first aid kit with all essential drugs/ equipments/life saving medicines at the place of operation at a clearly visible place. He will also arrange to replace the medicines of expiry date in this kit from time to time. In case of any accident or injury, fatal or partial disability, the contractor shall be solely responsible for settlement of all claims/compensation. The institute will have the right to recover any sum indicated/claimed by labor commission/court directive.

The contractor's Technical Supervisor /contractor in- charge however, will make sure that he has provided adequate and all the required means for safety of the deployed workers.

- XIV. WATER AND ELECTRICITY:** Water and electricity required for operation / maintenance of the plant shall be supplied by the ICAR-NDRI, Karnal free of cost . No water/electricity charges for this purpose shall be recovered from the contractor.
- XV. BUILDING LOCATION-DETAILS:** The Animal Bio-Technology Centre (ABTC) building includes various research labs/offices/ class rooms/ meeting rooms/ corridor spaces etc. and is situated near the ATIC / Milk Parlour of the institute.
- XVI. MAINTENANCE OF RECORDS:** The rates quoted by the contractor shall include the following:-
- a) Cost of stationery required to maintaining the records.
  - b) Log books for sub-station /Air conditioning Plant/OHSR (water tanks) etc.
  - c) Register showing particulars of staff employed by the contractor with their full names, addresses, age, monthly-wages, designation, mobile number etc. which must be signed by the concerned officer.
  - d) Minor furniture and allied items.
- XVII. STATIC RUN OF GENERATOR:** In case the generator set installed is not in routine use, the contractor is required to run 500 KVA and 200KVA Generator Set, for 5-10 minutes on each day to keep generator set in full working conditions.
- XVIII.** The decision of the Director ICAR-NDRI Karnal, in above respect, shall be final and binding.

**Note :-** 7 Nos. of the operator/ technician should be deputed to operate the water pump supply and operation of Central AC Plant at ABTC building.

## **8. GENERAL TERMS & CONDITIONS (SPECIFIC FOR AMC OF ELECTRIC INSTALLATIONS, ETC. AT ABTC)**

- i. The work of providing services/ job contract at ICAR-NDRI, Karnal shall have to be undertaken without causing any damage to the NDRI properties. In case any damage is caused to the Institute property by the workers deployed by the contractor at NDRI, Karnal, the same shall be made good by the contractor. The contractor/agency shall also have to ensure that there is no theft of the moveable / immovable property at / of ICAR-NDRI, Karnal by his deployed workers. In case of any such theft/incident, the responsibility of the same shall rest with the contractor/agency and the agency shall have to make good the loss caused to the NDRI on account of such loss.
- ii. The contractor will comply with all the social welfare legislations for his workers -more particularly the rules & regulations relating to social security (Employees Provident Fund), medical benefits (employee state insurance), etc. at his /her own cost as may be required.
- iii. The contractor will discharge all the legal obligations related to his workers to be deployed by him for the execution of the work in respect of their wages & service conditions and shall also comply with all the rules & regulations & provisions of law enforce that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the institute from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of The Director, ICAR-NDRI, Karnal shall be final and binding on the contractor.
- iv. The payment shall be made on quarterly basis upon submission of bill by the contractor along with satisfactory reports from the users.
- v. The tax will be deducted at source as per rules. Failure to provide the information will make the technical bid liable to be rejected.

- vi. The contract will be awarded for a period of one year but can be extended with mutual consent. But, however the tender will be liable to be terminated even before the expiry of the contract period if the firm fails to provide satisfactory services or violates any of the conditions/ terms of the contract. In that event, the security money deposited by the firm will be liable to be forfeited, and a deduction up-to 10% may be charged while making payment of bills.
- vii. During current contract, if any mishap occurs, it will be the responsibility of the contractor to compensate the loss on account of injury to any person /property.
- viii. **The contractor should have at least two years experience in operation & maintenance of Central AC plant and 11 KV sub-station.**
- ix. In the event of failure /negligence of the contractor towards the performance of the said contract, Director ICAR-NDRI Karnal reserves the right to terminate the contract without assigning any reason. Further NDRI shall not pay any damages/ compensation or other expenses on account of terminations / cancellation of the contract.
- x. Contractor shall deploy only Indian Nationals as his representatives, servants and workmen after verifying their antecedents /public records and loyalty. He shall ensure that no person is of doubtful antecedents and Nationality and is associated in any way with illegal work.
- xi. The cost of repairs /rectifications necessitated due to negligence of operator shall be recovered from the contractor as per assessment made by The Maintenance Engineer, ICAR- NDRI Karnal . If the contractor fails to repair the installation within the time given to him, the same shall be got repaired from other agency at the risk and cost of the contractor. The decision of Maintenance Engineer / Director, ICAR-NDRI in this regard shall be final and binding on the contractor.
- xii. The persons deployed for operation etc. shall be qualified and experienced in the trade for which they have been employed. The contractor shall produce certificates of qualification and experience when called upon. However, the qualification and experience may be relaxed in case of candidate having adequate knowledge and exposure in the concerned field. The Director, ICAR-NDRI reserves the right to reject the deployment of any person on whatsoever reasons and the contractor shall cease deployment of such persons forthwith and not deploy him/her in future. No claim, whatsoever, shall be entertained on this account.
- xiii. The persons deployed for the operation of the installations should have thorough knowledge of safety precautions during emergency cases and also well conversant with Indian Electricity rules/ regulations and Indian factory Act rules etc. as applicable on the installations which fall under the purview of the contract.
- xiv. The contractor will display necessary Notice Board indicating all precautionary measures to be taken by manning/ operating staff at a clearly visible place at all locations covered under his contract.
- xv. The maintenance and operation staff shall individually be in possession of a temporary identity card /pass issued by the contractor/ICAR- NDRI, Karnal. The identity card or pass shall be examined by the security staff at the time of entry & exit from the campus and also at any time or number of times inside the campus. Cost of identity card shall be borne by the contractor.
- xvi. In case the contractor fails to undertake the maintenance/operation on any particular day or part thereof, he shall be liable to pay compensation at double the rate of that day from his quoted rates on pro-rata basis. The above mentioned compensation shall however, not to be imposed in case the maintenance /operation is interrupted due to unavoidable circumstances or due to any major breakdown being beyond contractor's control, if the Maintenance Engineer certifies the same. However, the contractor shall not have any claim over the Institute on this account.
- xvii. The contractor shall be responsible for general cleaning/dusting/ arranging the things in order of all the equipments/ machinery and surroundings at workplace.



9. **Bid Opening:** Both the techno-commercial and price bids will be opened online by the bid openers mentioned at the time of creation of the tender online. Relevant bidders can simultaneously take part in bid opening online and can see the resultant bids, of all bidders. The system automatically generates a technical scrutiny report and commercial scrutiny report in case of the techno-commercial bid opening and a price comparative statement in case of price bid opening which can also be seen by participating bidders online.
- 10.
- i. **Terms of delivery** :Delivery at site, viz. AAO (Stores), NDRI, Karnal
  - ii. **Delivery period for goods/ services:** **Within One month** from the date of issue of Purchase Order. In case the Purchase Order is placed to foreign supplier in foreign currency, delivery period will be at least 3 months from the date of purchase order.
  - iii. **Erection / installation** and commissioning are to be completed **within 15 days** of delivery of the goods/ services at site.
  - iv. **Terms of Inspection** by the **purchaser's representative:** At **NDRI, Karnal** after Receipt of Supply of Goods/ services.

**11. Price structure:**

The ICAR Research Institutes are exempted from **Excise** and **Customs Duties** on Research Consumables, *vide Notification No. 10/97-CE dated 1.3.1997 (as amended by 16/07-CE) and Notification No. 51/96-Customs respectively*. However, for the ICAR Institutes to avail the aforesaid Duty Exemption benefits, the **Prices** are required to be quoted by Manufacturers preferably on Ex-Works **basis**, *without including any Excise/Customs Duty component*. Freight & Transit Insurance are required to be quoted extra, *as per actuals*, for insured transportation from Ex-Works to Destination.

The rates and prices quoted by the supplier shall remain firm and fixed during the currency of the contract and shall not be subject to variation on any account, whatsoever, including stator variations, if any.

**12. Supply of Services & Terms of Payment:**

**a. Payment term for supply of services:-**

The payment will be released on quarterly basis after the satisfaction of the Indenter. The supplier will then send its invoice along with accompanying documents to the paying authority for payment. The paying authority will release the full payment to the supplier as due in terms of the contract, within seven working days of receipt of supplier's invoice, provided the invoice and the accompanying documents are in order.

**b. Paying Authority:** The Comptroller, ICAR-NDRI, Karnal – 132 001.

**c. Liquidated Damage/Penalty Clause:**

- I. In case of any breakdown with respect to the electrical and mechanical work due to negligence of the contractor, he will have to make the installation in perfect running condition at the earliest. For this purpose, the contractor in any condition will not be allowed to take more than 12 hours. For this period no payment will be made to the contractor and in addition, if the contractor fails to rectify the breakdown within 12 hours, a penalty of Rs.150/- per hour for the entire period of breakdown shall be recovered from the contractor's dues.
- II. **DAMAGE OF EQUIPMENT:** The contractor shall be fully responsible for any kind of damage/loss due to deployment of inexperienced staff or due to negligence in workmanship by him. The same shall be repaired/restored by the contractor to the entire satisfaction of the Maintenance Engineer of the institute otherwise the same will be repaired/restored by the institute for which the expenses incurred will be

recovered from the contractor. The decision of the Director NDRI, Karnal in this regard shall be final, conclusive and binding.

- III. The work of providing services/ job contract at ICAR-NDRI, Karnal shall have to be undertaken without causing any damage to the NDRI properties. In case any damage is caused to the Institute property by the workers deployed by the contractor at NDRI, Karnal, the same shall be made good by the contractor. The contractor/agency shall also have to ensure that there is no theft of the moveable / immoveable property at / of ICAR-NDRI, Karnal by his deployed workers. In case of any such theft/incident, the responsibility of the same shall rest with the contractor/agency and the agency shall have to make good the loss caused to the NDRI on account of such loss.
- IV. The cost of repairs /rectifications necessitated due to negligence of operator shall be recovered from the contractor as per assessment made by The Maintenance Engineer, ICAR- NDRI Karnal . If the contractor fails to repair the installation within the time given to him, the same shall be got repaired from other agency at the risk and cost of the contractor. The decision of Maintenance Engineer / Director, ICAR-NDRI in this regard shall be final and binding on the contractor.
- V. In case the contractor fails to undertake the maintenance/operation on any particular day or part thereof, he shall be liable to pay compensation at double the rate of that day from his quoted rates on pro-rata basis. The above mentioned compensation shall however, not to be imposed in case the maintenance /operation is interrupted due to unavoidable circumstances or due to any major breakdown being beyond contractor's control, if the Maintenance Engineer certifies the same. However, the contractor shall not have any claim over the Institute on this account.
- VI. **PENALTY FOR VIOLATION OF SAFETY MEASURES:** In case of any violation of safety measures and or on noncompliance of safety PPE by the Contractor or his employee (s), NDRI shall penalize the contractor as follows : Rs 500/- First time Rs 1000/- Second time onwards If contractor continue for failing to provide the safety &/ or PPE, NDRI reserves its right to terminate the contract. The contractor shall immediately upon knowing of any accident, damage or losses, in which he is involved on the site, should inform the area-in-charge. The contractor shall take all safety precautions and provide adequate supervision by competent persons in order to do the job safely and without damage to plant, personnel, equipment, and the environment. Any accident causing fatal or non-fatal injury to the employee(s) of the contractor shall be the exclusive responsibility of the contractor."

**d. Dispute Resolution Mechanism:**

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

However, if the parties fail to resolve the disputes or differences by such mutual discussion **within 30 days**, either the purchaser or the supplier may give notice to the other party of its intention to refer the same to arbitration.

**The arbitration will be conducted by a sole arbitrator, who will be appointed by the Director, ICAR-NDRI, Karnal** and the procedure to be followed in this respect will be as per the Indian Arbitration act, 1996.

The **venue** of the **arbitration** shall be the place (i.e. **NDRI, Karnal**), from where the contract is issued.

- e. In case of any Legal Dispute, the jurisdiction will be at Karnal.
13. You are also required to fulfill the following conditions and also furnish the required details as indicated in subsequent paragraphs.
- a) At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to 25%, the quantity of goods & services as specified in the above requirement, without any change in the unit price or other terms & conditions.
  - b) Please furnish a certified copy of your latest ITCC (Income Tax Clearance Certificate).

- c) Please indicate if you are registered with any Govt. organization; and, if registered, furnish all relevant details.
- d) Please state whether business dealings with you presently stand banned by any Government organization; and, if so, furnish relevant details.
- e) Bidders are advised that one bidder cannot represent two suppliers or quote on their behalf in a particular tender. Specifications mentioned in Firm's Brochure will only be acceptable.
- f) The supplier shall at all times indemnify the purchaser, at no cost to the purchaser, against all third party claims of infringement of patent, trademark of industrial design rights arising from the use of the goods/services or any part thereof, with respect to the goods/ services quoted by the supplier in its offer.
- g) The quotation(s) as well as the contract shall be written in English language. All correspondence and other documents pertaining to the quotation(s) and the contract, which the parties exchange, shall also be written in English.  
The quotation and all correspondence and documents relating to the quotation exchanged between the bidder and the purchaser may also be written in Hindi language, provided that the same is accompanied by an English translation, in which case, for the purpose of interpretation of the quotation, the English translation shall govern.
- h) The contract shall be governed by the laws of India and the interpreted in accordance with such laws.
- i) The quotation / offer shall remain valid for acceptance for a period not less than **90 days** after the specified date of opening of the offer.
- j) The Bidder quoting the Bid of foreign equipment on behalf of Foreign Manufacture/Foreign Supplier, the Authorization Certificate from the Principal is essentially required and should be attached with the bid.
- k) The bidder should submit the Certificate of Non-Blacklisting/Not Banned/Temporarily suspended by any Govt. Deptt./Organizations.
- l) **" Bid Security Declaration" may also be submitted by the bidders accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for two years.**
- m) The SSI/MSEs Registered with NSIC are exempted from Tender Fees and EMD subject to submission of NSIC Registered with valid certificate with the items list.
- n) The condition of Prior Turnover and Prior Experience has been relaxed with respect of Micro and Small Enterprises.
- o) The NSIC registered firm who quote their bid of foreign make on behalf of the Foreign Manufacturer/Principal supplier should also submit the **Bid Security Declaration**. In case such declaration is not submitted by the bidders, their bid will not be considered and will be treated as rejected.
- p) The Annual Maintenance Contract / Comprehensive Maintenance Contract, if required by the user later on, will be awarded separately. However, the bidders are required to quote the years wise rates for the requisite period in their bids.
- q) Alternate/ conditions/ Optional bids will not be accepted.
- r) Bidders should not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids. However, any request of the bidder to add any document on later stage will not be accepted.
- s) The firm may ensure that the specification of the quoted model should be clearly indicated in the submitted brochure and on the website of the firm. Just write yes in technical compliance statement is not valid if the same specifications are not found in brochure as well as website. If any specifications are not indicated in the brochure as well as on the website of the firm on the date of opening of the tender, this Institute has all right to reject the bid on the same basis and no further correspondence may be entertained.
- t) All the MSME and Start up firms are eligible to get the benefit as per Govt. of India Guidelines.
- u) **The guidelines issued vide No.P-45021/2/2017-PP(BE-II) dt 16.9.2020 by GOI, Min. of Commerce & Industry, DoPIIT regarding Public Procurement (Preference to Make in India), Order 2017(Revision) shall be followed.**
- v) **Any bidder seeking benefit/preference under MSME/Make In India or any other policy/scheme of the Govt of India, which is currently in force must submit all relevant**

**documents/certificates/undertaking etc. at the time of bidding itself.**

14. Notwithstanding the above, the purchaser, reserves the right to accept or reject any quotation or annual the tendering process and reject all quotations at any time prior to award of the contract, without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever, to the affected tenderer or tenderers.

**Before executing supply, the successful Bidder will have to deposit Performance security as per Rule which is equal to 3% of the ordered value of goods/services, in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment.**

**NOTE:- All the participating bidders should be complying with GST provisions enacted by Govt. of India from the date of 1<sup>st</sup> July, 2017.**

**Asstt. Admin. Officer (P)  
(On the behalf of Director, ICAR-NDRI, Karnal)**