

**ICAR-NATIONAL RESEARCH CENTRE ON MITHUN
MEDZIPHEMA, DIMAPUR
NAGALAND – 797 106**

F. No. NRCM(G)248/2018

Dated :26.06.2019

Tender Notice

Director, ICAR-National Research Centre on Mithun, Medziphema, Nagaland invites e-tenders **for providing heavy vehicle driving job contract at ICAR-NRC on Mithun (for a period of one year and further extendable)** on Annual Rate Contract basis as per details below.

1. Details of Tender Deposits:-

Cost of Tender Form : Rs. NIL
Earnest Money Deposit : **Rs. 5000/-** (Rupees five thousand) only
Security Deposit : 5% to 10% of the estimated value of contract

2. Tender schedule:

Date of release of Tender through e-procurement	27.06.2019 at 10:30 AM
Bid Submission Start date/time	27.06.2019 at 10:30 AM.
Last date & time for submission of bid	27.07.2019 at 2:30 PM.
Date & time for opening of technical bid	28.07.2019 at 3:30 PM.
Address for Communication	Director, ICAR-National Research Centre on Mithun, Medziphema, Dimapur, Nagaland – 797 106

On-line bids are invited under two-bid system through e-procurement system from registered/well-established/reputed firms **for providing heavy vehicle driving job contract at ICAR-NRC on Mithun (for a period of one year and further extendable)** on Annual Rate Contract (ARC) basis.

Details of Tender form, terms & conditions can be downloaded from the website <http://eprocure.gov.in> and www.nrcmithun.res.in upto 2:30PM of 27.07.2019. On-line bids complete in all respects should be submitted online through CPP portal <https://eprocure.gov.in/eprocure/app> only on or before the prescribed last date and time.

In case, holiday is declared by the Government on the day of opening bids, the bids will be opened on the next working day at the same time. The Office reserves the right to accept or reject any or all the tenders without assigning any reason.

Please note that only online bids will be accepted.

**(ALOLI RENGMA)
Asstt. Administrative Officer**

**ICAR-NATIONAL RESEARCH CENTRE ON MITHUN
MEDZIPHEMA, DIMAPUR
NAGALAND – 797 106**

Tel. No. 03862-247340

Fax.No.03862-247341

Dated :26.06.2019

F. No. NRCM(G)248/2018

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING FOR PROVIDING HEAVY VEHICLE DRIVING JOB CONTRACT AT ICAR-NRC ON MITHUN, MEDZIPHEMA.

From:

Asstt. Administrative Officer
ICAR-NRC on Mithun,
Medziphema , Nagaland

Dear Sir(s),

Online Tenders in **two bid system (financial and technical)** are hereby invited on behalf of the Director, ICAR-National Research Centre on Mithun, Medziphema **for providing heavy vehicle driving job contract at ICAR-NRC on Mithun, Medziphema.** The terms and conditions of the contract which will govern any contract made are those contained in the General conditions of contract applicable to the contracts placed by the ICAR-NRC on Mithun and the special terms and conditions detailed in the Tenders forms and its schedules. Please submit your rates in the Tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules for a period of one (01) year and further extendable for one point per day per month.

2. An earnest money refundable of **Rs.5000/- (Rupees five thousand) only** must be deposited by demand draft or online transfer to institute bank account. The particulars of the earnest money deposited must be superscribed on the top of the envelope by indicating the DD number with date or online deposit details, failing which the Tenders will not be opened. Earnest money must be deposited separately before last date in person to Asstt. Administrative Officer or by speed post or may be deposited directly online in the institute bank account favouring “Director-NRCM” A/c. No. 11667721897, SBI, Medziphema Branch, IFS Code-SBIN0006759. The scan copy of the deposit slip must be uploaded in the technical bid section. Tenders without earnest money will not be considered. Firms claiming exemption from payments of earnest money (EMD) should submit copy of certificate from the Competent Govt Authority.
3. The tenderer is being permitted to give tenders in considerations of the stipulations on his part that after submitting his tenders, he will not resale from his offer or modify the terms and conditions thereof. If the tender fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the institute. In the event of the offer made by the tenderer not being accepted the amount of earnest money deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the institute. **An undertaking as per Annexure-X** is also required to be submitted by the tendering firm alongwith the technical bid.
4. The Schedules of the Tenders form should be uploaded with online bids. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the Tenderer. In such cases reference to the additional pages must be made in the Tenders form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter alongwith the Tender document highlighting where the modification is required. Any overwriting/erasing in rates quoted in the tender shall lead to rejection of tender summarily.
5. The tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is not duly filled in. Individual signing in the tenders or other documents connected with the contract may specify whether he signs in the capacity of (i) a sole proprietor of the firm or constituent attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration disputes concerning the business of disputes by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
6. **If the selected tenderer does not accept the offer, after issue of letter of award by the institute within 15 days, the offer made shall be deemed to be withdrawn without any notice and earnest money forfeited and the contract will be cancelled.**

7. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the Institute shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, if any, should be signed by the tenderer.
8. Online tenders are invited under two bid system through e-procurement system. EMD must be deposited with the Asstt. Administrative Officer during working hours on all working days before the last date and time. EMD sent by speed post must reach before the last date and time ie **2:30 PM of 27.07.2019.**
9. In the **Financial Bid (excel sheet BOQ), the rates must be quoted in figures only, failing which the same shall be rejected.** Tenders will be opened online by the authorised officer. You are at liberty to be present or to authorize a representative to be present at the time of opening of the bids (electronically) as done in the conventional method. The name and address of the representative who would be attending the opening of the Tenders on your behalf should be indicated in your Tenders. Name and address of your permanent representative, if any, may also be indicated.
10. The institute is not bound to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders in the whole or in part, if applicable. You are however at liberty to tender for the whole or any portion or to state in the tenders that the rates quoted shall apply only if the tenders are considered fully. Other conditional tenders will not be accepted.
11. An amount of 5% to 10% of the estimated value of the contract is to be deposited by the selected agency/contractor as performance security money within 14 days only after receiving a communication from this office. In the event of non-deposition of the same, the earnest money will be forfeited.
12. No interest on security deposit and earnest money deposit shall be paid by the office to the Tenderer.
13. Service tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by the contractor and ICAR-NRC on Mithun will not entertain any claim whatsoever in this respect. However, the service tax or any other tax which is as per the rule of the Gov't shall be deducted at source from monthly bills of the successful tenders, as per rule/instruction made applicable from time to time by Govt.
14. The Contractor will be reimbursed for the job contract performed at the rate as indicated in the work order. The Service Provider shall abide by all the law of land including labour laws (PF, ESI or alternate insurance to workers (if ESI is not applicable in the area) Income Tax, GST or any other extra taxes levied by Govt., Companies Act, welfare measure of its employees and all other obligation that is being instructed in such cases and are not essentially enumerated and defined herein, though any such burden duty shall be the exclusive responsibility of the service provider and it shall not involve ICAR in anyway whatsoever. Compliance of these provision shall be ensured at the times to making monthly payments.
15. **The firm have to quote the monthly consolidated rate per point per month, to be charged by them for providing the services under job contract. No change/revision whatsoever in rate once quoted shall be admissible during the tenure of tender under any circumstances.**
16. Director, ICAR – NRC on MITHUN reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the office, for any justifiable reasons, not mandatory to be communicated to the tenderer.
17. Decision of the Director, ICAR-NRC on MITHUN shall be final and binding on either side. Disputes arising, if any on the contract shall be settled at his/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, ICAR- NRC on MITHUN. The decision of the sole Arbitrator so appointed shall also be final and binding on both the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.
18. Acceptance by the Institute will be communicated by FAX/Email or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instruction in the FAX/Email etc should be acted upon immediately.
19. This office does not pledge itself to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders whole or in part keeping in view valid reasons. Conditional tenders will not be accepted.
20. This office, in its capacity as Principal Employer reserves the right to modify any of the terms and conditions of the contract as mentioned in this document, at its discretion, in the interest of the job/work.
21. Successful Bidder/tenderer will have to enter into a detailed contract agreement with ICAR-NRC on Mithun on non-judicial stamp paper of Rs. 100/- (One hundred only) for work.

22. The following document/vouchers are required to be uploaded with the technical bid application in PDF format:-

- a) Scan copy of Earnest Money Deposit (EMD).
- b) Scan copy of Registration certificate of the firm/agency issued by an State Govt.
- c) Scanned copies of PAN Number, GST Regd. Certificate/ Service tax registration certificate issued by Govt.
- d) Scan copy of EPF certificate issued by concerned Authorities.
- e) Scan copy of ESI certificate issued by concerned.
- f) Scanned copy of valid registration certificate issued by National and Small Industries Corporation (NSIC), MSME etc, if applicable.
- g) Scanned copies of the satisfactory services rendered where the tenderer is providing the services of the last three financial years
- h) Scanned copy of undertaking as per Annexure-X of the tender document.

NOTE: (1) Only those firms will be considered for financial bid who will qualify in the technical bid.

Yours faithfully,

**Asstt. Administrative Officer
For and on behalf of Director**

Technical Bid Application:

TENDERS FOR ANNUAL RATE CONTRACT FOR PROVIDING HEAVY VEHICLE DRIVING JOB CONTRACT AT ICAR-NRC ON MITHUN, MEDZIPHEMA

Full Name & Address of the Tenderer should be quoted in all communications to this office: Telephone No. :
Telegraphic Address/FAX/Cellular No.: E-Mail address:

From

To

Asstt. Administrative Officer
ICAR- NRC-MITHUN MEDZIPHEMA
DIMAPUR NAGALAND PIN-797 106

Sir/Madam,

I / We have read all the particulars regarding the General information and other terms and conditions of the contract for Medziphema **for providing heavy vehicle driving job contract at ICAR-NRC on Mithun, Medziphema** and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the consolidated rates and I/We agree to hold this offer open till 90 days. The rates quoted will be valid for a period of one year and further extendable in the event of award of the Contract. I/We shall be bound by a communication acceptance dispatched within the prescribed time.

2. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.

3. The following pages have been added to and form a part of this Tender _____. The Schedules-I & II and other related documents to accompany this Tender are at pages_____ .

4. Every page so attached with this Tender bears my signature and the office seal.

5. Bank Draft No. _____ of Rs. _____ drawn in favour of Director, ICAR-NRCM payable at SBI Medziphema Branch (Code-06759) has been submitted/deposited to your office/bank account on dated..... .

Yours faithfully,

Dated:

Signature & Seal of the Tenderer

Witness _____ Telephone No. Office Address

_____ Resi.

Occupation _____ Mobile

Signature of witness to contractor's signature

TECHNICAL BID
SCHEDULE – I/Technical Bid Application Schedule

1	Name of the Firm/Agency	
2	Full address with Post Box No. And Telephone No. With email	
3	Constitution of the Firm/Agency (Attached copy) a) Indian Companies Act, 1956 b) Indian Partnership Act, 1932 (Please give names of partners) c) Any other Act, if not covered by (a) & (b), the owners name d) Regn./License No. of the firm/Agency	
4	For Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender. i) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the Tenders to refer dispute condemning business of the partnership to arbitration. ii) If the answer to above is in point one and two the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partner	
5	Name and Full Address of your Banker's : (i) Name of Bank (ii) Branch Name (iii) A/c No. (iv) IFSC code	
6	Your Permanent Income Tax No./Circle/Ward (attach copy of PAN):	
7	GST Regd. No./Service tax Regd. No.. (attach copy)	
8	(i) EFP Registration. No. (attach copy)	
	(ii) ESI Registration No. (Attach copy)	

9	(i) Earnest Money Deposited Amount with BD NO. & Date or Date of e-payment in Institute bank A/c (attach copy):	
10	Name and Address of the firm's representative and whether the firm would be representing at the time of opening of the Tenders/Bids.	
11	Name of the permanent representative to be visiting office regarding the contract	

Date : _____

Place: _____

AUTHORISED SIGNATORY WITH NAME AND FIRM'S SEAL

Please add supplementary pages to be numbered wherever needed by the Tenderer.

ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID TO BE UPLOADED.

- a) Scan copy of Earnest Money Deposit (EMD).
- b) Scan copy of Registration certificate of the firm/agency issued by an State Govt.
- c) Scanned copies of PAN Number, GST Regd. Certificate/ Service tax registration certificate issued by Govt.
- d) Scan copy of EPF certificate issued by concerned Authorities.
- e) Scan copy of ESI certificate issued by concerned.
- f) Scanned copy of valid registration certificate issued by National and Small Industries Corporation (NSIC), MSME etc, if applicable.
- g) Scanned copies of the satisfactory services rendered where the tenderer is providing the services of the last three financial years
- h) Scanned copy of undertaking as per Annexure-X of the tender document.

All documents should be submitted electronically in PDF format.

SCHEDULE-II
GENERAL INFORMATION & OTHER TERMS & CONDITIONS FOR PROVIDING OF HEAVY VEHICLE DRIVING JOB CONTRACT SERVICES AT ICAR – NRC on MITHUN, MEDZIPHEMA.

Detail Scope of Work :

Total Manpower requirement: **01 point**

Service requirement	Criteria of worker
Bus/Truck Driver	The worker must be matriculate and posses valid heavy driving license and experience of driving all kind of vehicles (light & heavy) for driving of bus and truck and its maintenance.

TERMS & CONDITIONS:

1. The supporting/allied services staff should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave under intimation to this office.
2. Changing of Staff should be intimated to the concern section head/AAO.
3. The staff provided should also maintain secrecy and discipline in the premises of ICAR-NRCM Complex.
4. The contractor shall keep a complaint register with the vehicle incharge of this office for the purpose of pointing out any complaint in the service rendered. All complaint should be immediately attended to by the agency.
5. The agreement is terminable with one month notice on either side.
6. The contractor shall not sublet the work without prior written permission of the Director.
7. The contractor or his staff shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
8. The agency shall employ good and reliable persons with robust health of age group of 21 to 56 years. In case any of the personnel so provided is not found suitable by the office, the office shall have the right to ask for his/her replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately.
9. The persons so provided by the agency under this contract will not be the employee of this office and there will be no employer-employee relationship between the office and the person so engaged by the contractor in the aforesaid services.
10. Payment for contract bill will be made monthly upon submission of pre-receipted bill, duly supported by copy of forwarding letter indicating cheque No. amount regarding remittance of payment to workers in their respective bank accounts and copies of challans/receipts towards deposit of EPF, ESIC, GST and any other statutory liabilities of preceding month.
11. After physical inspection of the site and detailed assessment/requirements of personnel/worker for providing allied services, the tenders should be submitted indicating the amount in respect of all the services covered under this contract. No request for alteration in the rates once quoted will be permitted during the currency of contract.
12. The bidder should quote the monthly consolidated rate in the financial bid which shall includes the worker(s) wages, agency charges/commission, statutory liability viz. EPF, ESIC, GST in excel sheet BOQ and upload.
13. The contractor will discharge all his legal obligations in respect of the staff to be engaged/deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time as notified by Central/State Govt. The contractor shall indemnify and keep indemnified the office 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.
14. Income Tax will be deducted from the payments due for the work done as per rule, if applicable. Claim for exemption should be supported by exemption certificate from the Competent IT Authority.
15. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt., State Govt. relating to this contract made applicable from time to time.
16. The Director, ICAR-NRC on MITHUN reserves the right to reject any or all quotations in whole or in part without assigning any reason therefore. The decision of Director, ICAR-NRC on MITHUN shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.

17. In case of any dispute, the decision of Director, NRC on Mithun shall be final and binding on either side.

3. LIQUIDATED DAMAGES CLAUSE:

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the performance guarantee will be forfeited and further the work may be got done from any other agency at his risk and cost, or any other action as deemed fit by the Director, ICAR-NRC on Mithun.
2. That if the contractor violates any of the terms and conditions of the agreement or commits any default or his services are not found to the entire satisfaction, a penalty leading to a deduction of upto maximum 10% of the total amount (service charge) of the bill for a particular month may be levied by the Director, ICAR-NRC on Mithun, Nagaland.

Not with-standing anything above, Director, ICAR-NRC on Mithun, Medziphema reserves the right to reject any or all tenders in whole or in part without assigning reasons thereof. The decision of the Competent Authority shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

(Authorised Signatory)

DRAFT SPECIMEN AGREEMENT
(to be executed in Non-judicial stamp paper of Rs.100/- with the awarded agency)

This agreement is made at (place)on (month/year)..... day of between ICAR-NRC on Mithun (hereinafter called NRCM) through..... (designation of the competent authority in ICAR-NRC on Mithun)which term shall include its successors, assignees etc. on the first part and(name & address of the firm) (hereinafter called the firm) which term shall include its authorized representatives, successor, assignees etc. on the other part.

Whereas the ICAR-NRC on Mithun has decided to assign the annual job work contract for providing..... (nature of job) :.....at ICAR-NRC on Mithun, Medziphema & Medziphema Mithun farm to the firm on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

1. This agreement shall come into force w.e.f.(date)..... and will remain in force for a period for one year but can be terminated by ICAR-NRCM by giving one calendar months' notice in writing of its intentions to terminate the agreement. The agreement can be renewed, on mutually agreed terms for one year.
2. The firm shall be responsible for annual job work contract for providing (nature of job)..... at (location).
3. The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the police authorities.
4. All personnel posted at premises shall at all times and for all purposes be deemed to be employees of the firm and the ICAR-NRCM shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at NRCM premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The NRCM shall have the right to ask for the removal from its premises any personnel considered by them to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the NRCM.
7. The manpower deployed by the agency should work as per the working days and timings of the NRCM. No extra wages will be paid for attending office on weekends, holidays and late -sitting.
8. Monthly consolidated charges for job/ work contract for providingservices at NRCM is as per terms and conditions specified and scope of work as per Schedule-II in the tender document including all the taxes viz. service tax and other taxes as applicable will be paid to the firm by the Office. The firm will raise a bill of this amount on 1st working day of every month and make payment in their respective bank A/c's by 7^h and submit the bill to office by 1st week of every month. The payment will be released by the office in the firm's bank account through online transfer subject to satisfactory performance / delivery of contracted job / work/ services. Copies of documents such as deposit challan alongwith list of persons showing deposit of ESIC, EPF with the concerned agencies pertaining to the preceding month are also to be deposited with the bill.
9. The deduction of income tax from the bills of the agency will be made at source as per rates applicable from time to time.
11. In case of dispute between the parties, the matter shall be referred to the sole arbitrator appointed by the Director, ICAR-NRC on Mithun. The decision of the sole arbitrator shall be final and binding in any respect of any dispute

between the parties. The arbitration proceedings shall be governed by Arbitration & Conciliation Act, 1996 as amended from time to time.

12. That the firm shall issue identity card to each of the workers engaged for entry in NRCM premises.
13. That the firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
14. That the firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under Contract labour (Regulation & Abolition) Act. 1970, Employees Compensation Act, 1923, E.P.F., E.S.I. & M.P. Act, 1952 etc. Firm agrees to indemnify and keep indemnified the ICAR on account of any failure to comply with the obligations under various laws or damage to NRCM due to acts/omissions of Firm.
15. It is also agreed that under no circumstances, the employees/ workmen of the firm shall be treated, regarded or considered or deemed to be the employees of the NRCM and the firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the ICAR-NRCM against any claim that it may have to meet towards the employees/ workmen of the firm. Firm's employees/workmen shall have no claim to absorption/ regularization.
16. The contract is subject to the conditions that the firm shall comply with all the laws and bye-laws of Central Govt. State Govt. as applicable relating to this contract.
17. In case of any loss or damage to the property of the Council which is attributable to the firm, the full damages will be recovered from the firm as decided by the ICAR-NRCM.
18. The firm shall not transfer its right or sub- contract to anyone else.
19. The firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
20. The firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligence and honesty.
21. Compensation to the workers in case of any accident, loss of life during discharge of their duties shall be borne by the firm and not by Office in any manner.
22. There will be surprise checking by an Officer. Shortcomings, if any, pointed out by him shall be rectified by the contractor within 24 hours of its bringing to his notice.
23. The firm shall provide a Co-ordinator/supervisor for immediate interaction with the organisation.
24. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE

3. **That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the performance guarantee will be forfeited and further the work may be got done from any other agency at his risk and cost, or any other action as deemed fit by the Director, ICAR-NRC on Mithun.**
4. **That if the contractor violates any of the terms and conditions of the agreement or commits any default or his services are not found to the entire satisfaction, a penalty leading to a deduction of upto maximum 10% of the total amount (service charge) of the bill for a particular month may be levied by the Director, ICAR-NRC on Mithun, Nagaland.**

Arbitration:

- 1) In the event of any question dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration of Director, ICAR-NRC on Mithun or his nominee.
- 2) The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred to is unable to act for any reason whatsoever, the Director, ICAR-NRC on Mithun shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement. The arbitrator so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor or afresh as the case may be.
- 3) The Arbitrator may give interim award(s) and / or directions, as may be required.
- 4) Subject to the aforesaid provision, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

Not with-standing anything above, Director, ICAR-NRC on Mithun, Medziphema reserves the right to reject any or all tenders in whole or in part assigning reasons therefore. The decision of the Competent Authority shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

Not with standing anything above, the decision of the competent authority at NRCM shall be final and binding on the contractor/agency in respect of any clause covered under the contract and any matter incidental to the contract.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

(Name & Address of the firm)

(For the ICAR-NRCM)

Witness:-

1. _____

2. _____

ANNEXURE –“X”

UNDERTAKING (to be submitted in Agency/firm’s letter pad)

I/We have read and understood ICAR-NRC on Mithun’s General Terms and Conditions contained in the application form. I/We do hereby declare that all the details provided in this application form are true to the best of my/our knowledge and belief and any mis-representation of facts will render me/us liable to any action as may be deemed fit by ICAR-NRC on Mithun..

I/We do hereby also accept ICAR-NRC on Mithun have the right to accept or reject this application and not to issue invitation to Tender to me/us.

I/We undertake to communicate promptly to ICAR-NRC on Mithun any changes in the condition or working of the firm. It is certified that we have not been blacklisted by any organization of Government of India including Central Vigilance Commission (CVC) in the last three years. The undersigned is fully authorized to sign and submit this application form on behalf of the organization, he/she represent. We authorize ICAR to approach individuals, employees, firms and corporations to verify our competence and general reputation.

Signature:

Name:

Designation:

Address:

Place:

Date:

Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal

1. Bidder should do Online Enrolment in this Portal using the option [Click Here to Enroll](#) available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnlTrustline/SafeScripT/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, **the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.**
15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
16. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.

18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (**as per Server System Clock**).
26. **For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, Mobile -91 8826246593 email : support-eproc[at]nic[dot]in**