
	eProcurement System Government of India
Tender Details	
Date : 17-Jan-2024 03:17 PM	
 Print	

Basic Details

Organisation Chain	Department of Agricultural Research and Education Indian Council of Agricultural Research,DoARE,MoA CSWRI-Rajasthan - DoARE CSWRI Regional Centre-ARC-Bikaner		
Tender Reference Number	8(2)BK/2017		
Tender ID	2024_DARE_790863_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Works
Tender Category	Works	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments

Offline	S.No	Instrument Type
	1	Demand Draft

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual /Technical	.pdf	Scanned copy of relevant Firm Registration certificate
		.pdf	Scanned copy of Pan card
		.pdf	Scanned copy of Experience Certificate and Annual Turnover will be dealt as per rule.
		.pdf	Scanned copy of GST Certificate.
		.pdf	Scanned copy of D.D. of Tender Fee and E.M.D.
		.pdf	Tender acceptance letter on letter head of firm Annexure I
		.pdf	Scanned copy non blacklisting certificate Annexure II
2	Finance	.xls	BOQ

Tender Fee Details, [Total Fee in ₹ * - 500]

Tender Fee in ₹	500		
Fee Payable To	CSWRI UNIT ARC BIKANER	Fee Payable At	PNB BEECHWAL BIKANER
Tender Fee Exemption Allowed	Yes		

EMD Fee Details

EMD Amount in ₹	20,000	EMD through BG/ST or EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	CSWRI UNIT ARC BIKANER	EMD Payable At	PNB BEECHWAL BIKANER

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Work /Item(s)

Title	Repair and Renovation of Animal Shed at ARC, CSWRI, Bikaner				
Work Description	Repair and Renovation of Animal Shed at ARC, CSWRI, Bikaner				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	10,00,000	Product Category	Miscellaneous Works	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	90	Period Of Work(Days)	45
Location	ICAR CSWRI ARC BEECHWAL BIKANER	Pincode	334006	Pre Bid Meeting Place	ICAR CSWRI ARC BEECHWAL BIKANER
Pre Bid Meeting Address	ICAR CSWRI ARC BEECHWAL BIKANER	Pre Bid Meeting Date	24-Jan-2024 09:00 AM	Bid Opening Place	ICAR CSWRI ARC BEECHWAL BIKANER
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	17-Jan-2024 03:00 PM	Bid Opening Date	09-Feb-2024 03:00 PM
Document Download / Sale Start Date	18-Jan-2024 09:00 AM	Document Download / Sale End Date	08-Feb-2024 03:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	18-Jan-2024 09:00 AM	Bid Submission End Date	08-Feb-2024 03:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	NIT	613.51

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	Repair.pdf	NIT	600.79
	2	BOQ	BOQ_831263.xls	BOQ	321.50

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	brswangla76@gmail.com	Beli Ram	BELI RAM
2.	chaudharyrinku1987@gmail.com	RAJAT CHAUDARY	RAJAT CHAUDHARY
3.	shashank.jain@icar.gov.in	SHASHANK JAIN	SHASHANK JAIN

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	No
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No
Show Bid Details in Public Domain stage	Technical Bid Opening		

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	

Tender Inviting Authority

Name	Head ICAR CSWRI ARC BIKANER
Address	ICAR CSWRI ARC BEECHWAL BIKANER

Tender Creator Details

Created By	SHASHANK JAIN
Designation	AAO
Created Date	17-Jan-2024 11:10 AM



Email: arcbikaner.cswri@icar.gov.in. दूरभाष : 0151.2250936

भा.कृ.अ.प.—केन्द्रीय भेड़ एवं ऊन अनुसंधान संस्थान
मरु क्षेत्रीय परिसर, बीछवाल औद्योगिक क्षेत्र, बीकानेर—राजस्थान (भारत) 334006
ICAR-Central Sheep & Wool Research Institute
ARID REGION CAMPUS BEECHWAL INDUSTRIAL AREA, BIKANER RAJASTHAN (INDIA)



F.No. 8(2)BK/2017/

Dated: 17-01-2024

NOTICE INVITING TENDER THROUGH E-PROCUREMENT

On behalf of the Director, ICAR-CSWRI, Avikanagar, the Head ARC Bikaner invites online bids in two bid system for **Repair and Renovation of Animal Shed at ARC, CSWRI, Bikaner** Manual bids shall not be entertained.

Tender documents may be downloaded from e-Procurement website of CPP <https://eprocure.gov.in/> and www.cswri.res.in as per the schedule as give in CRITICAL DATE SHEET as under:

CRITICAL DATE SHEET

Tender No.	8(2)BK/2017
Date and Time for issue/Publishing	17-01-2024 & 15:00 Hrs
Document Download/Sale start date and time	18.01.2024 & 09:00 Hrs
Pre Bid Meeting -	24.01.2024 & 11:00 Hrs
Bid Submission Start Date and Time	18.01.2024 & 09:00 Hrs
Bid Submission End Date and Time	08.02.2024 & 15:00 Hrs
Date and Time for Opening of Bids	09.02.2024 & 09:00 Hrs
Tender fee and Earnest money Security money	Rs. 500/- & 20000/-
Bank detail	CSWRI UNIT ARC, Bikaner payable at Punjab National Bank, Branch – Beechwal Industrial Area, Bikaner, Rajasthan
Address for Communication	The Head, C.S.W.R.I., Arid Region Campus, Beechwal Industrial Area, Bikaner, Raj. Pin- 334006.

Chapter I- Instruction to bidders

1. **Bids shall be submitted online only at CPPP website:** <https://eprocure.gov.in/eprocure/app>.
2. Tenders/bidders are requested to visit website <https://eprocure.gov.in> regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.
3. 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 Institute reserves the right to accept or reject any or all the tenders.
4. The complete bidding process in online. Bidders should be possession of valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required bidder may contact to the helpdesk at 0151-2250936.
5. **Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>.**
6. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
7. **Tender Cost:** Applicant contractor must submit the demand draft for Rs 500/- (Rupees Five Hundred only) in favour of **"CSWRI UNIT ARC, Bikaner "** payable at **Punjab National Bank, Beechwal Ind. Area, Bikaner may be addressed to the Head, C.S.W.R.I., ARC, Bikaner, Rajasthan Pin- 334006** obtained from any Nationalized/ scheduled Bank valid for three months as tender fees. All applicable bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on Government. The Demand Draft submitted for tender fee shall be non-refundable. **The demand drafts for tender fees must deliver to ICAR-CSWRI, Bikaner on or before last date/time of Bid Submission.**
8. **EMD Payment:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs 20000/- (Rupees Twenty Thousand Only)** by way of demand drafts only. The demand drafts shall be drawn in favour of **"CSWRI UNIT ARC, Bikaner "** payable at **Punjab National Bank, Beechwal Ind. Area, Bikaner** The EMD of the successful bidder will be return after deposit Security Money and for unsuccessful bidder(s) it would be returned after award of the contract. **The demand drafts for EMD must deliver to ICAR-CSWRI, ARC BIKANER on or before last date / time of Bid Submission.**
 - a) No request for transfer of any pervious deposit of earnest money or security deposit on payment of any pending bill held by the institute in respect of any previous work will be entertained.
 - b) Tenderer shall not be permitted to withdraw his offer or modify the terms and condition thereof. In case the tenderer fails to observe and comply with stipulation made herein or back out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
 - c) The Tenders without Earnest Money will be summarily rejected.
 - d) The Firm who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) are exempted to submit the EMD (Copy of registration must be provide along with technical bid)
 - e) No Claim shall lie against the ICAR-CSWRI, Bikaner in respect of erosion in the value or interest on the amount of EMD.
9. **The Hard Copy of original document in respect of cost of tender document, earnest money deposit must be delivered to the ICAR-CSWRI, ARC BIKANER on or before last date/time of Bid Submission as mentioned above. The bid without tender fee and EMD will be summarily rejected.**
10. **Submission of Tender:** The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/Email shall not be considered. No correspondence will be entertained in this matter.

11. Technical Bid : The following scanned documents are to be furnished by the bidders along with Technical Bid as per the tender document:

1. Scanned copy of relevant Firm Registration certificate
2. Scanned copy of Pan card
3. Scanned copy of Experience Certificate& Annual Turnover(will be dealt, as per rule.)
4. Scanned copy of GST Certificate.
5. Scanned copy of D.D. of Tender Fee and E.M.D.
6. Tender acceptance letter on letter head of firm (Annexure I)
7. Scanned copy non blacklisting certificate (Annexure II)

All necessary documents in support of the details for S.No. 1 to 7 must accompany the technical bid. The bid is liable to be rejected in case documents are not uploaded in the technical bid on CPP Portal, documents are incomplete or in case any certification/registration has already expired but is yet to be renewed. Only essential and necessary valid documents are to be uploaded in the technical bid. Please avoid uploading extraneous and irrelevant documents which unnecessary cause confusion.

Head

Scope of Work

S.No	Particulars	Unit	Qty.
1	Earth work in excavation by mechanical means (Hydraulic Excavator)/ manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m, including taking out the excavated soil and depositing and refilling of jhiri with watering & ramming and disposal of surplus excavated soil as directed with in a lead of 50 meter. All kinds of soils		
	Wall 1 x 16.55 x 1.00 x $\frac{1.00 + 0.70}{2}$ = 14.06 Cum		
	Wall 2x 6.80 x 1.00 x 1.00 = 13.60 "		
	Total = 27.66 Cum		
	Say 28.00 Cum	Cum	28
2	Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering - All work up to plinth level. 1:4:8 (1 cement : 4 coarse sand : 8 graded stone aggregate 40mm nominal size).		
	Wall 1 x 16.55 x 1.00 x 0.15 = 2.48 Cum		
	Wall 2 x 6.80 x 1.00 x 0.15 = 2.04 "		
	Floor base 1 x 15.20 x 7.30 x 0.10 =11.09 "		
	Ramp 1 x 8.00 x 2.00 x 0.10 = 1.60 "		
	Total = 17.21 Cum		
	Say 18.00 Cum	Cum	18
3.	Brick masonry with F.P.S. bricks of class designation 100 in foundation and plinth with bricks Cement mortar 1 : 4 (1 cement : 4 coarse sand)		
	Wall 1 x 16.36 x 0.81 x 0.27 = 3.57 Cum		
	-do- 2 x 7.00 x 0.81 x 0.27 = 3.06 "		
	-do- 1 x 16.24 x 0.69 x 0.27 = 3.02 "		
	-do- 2 x 7.00 x 0.69 x 0.27 = 2.60 "		
	-do- 1 x 16.13 x 0.58 x 0.27 = 2.52 "		
	-do- 2 x 7.10 x 0.58 x 0.27 = 2.22 "		
	-do- 1 x 16.01 x 0.46 x 0.27 = 1.98 "		
	-do- 2 x 7.20 x 0.46 x 0.27 = 1.78 "		
	-do- 1 x 15.90 x 0.35 x 0.45 = 2.50 "		
	-do- 2 x 7.30 x 0.35 x 0.45 = 2.29 "		
	-do- 1 x 6.00 x 0.35 x 0.45 = 0.94 "		
	Roof 1 x 2.00 x 0.35 x $\frac{0.27 + 0.65}{2}$ = 0.32 "		

		2		
		Total = 26.80 Cum		
		Say 27.00 Cum	Cum	27
4.	Brick work with clay flyash F.P.S. brick (IS 13757- 1993) of class designation 100 in superstructure above plinth level upto floor five level in : Cement mortar 1 : 6 (1 cement : 6 coarse sand)			
	Wall	$1 \times 15.90 \times 0.23 \times \frac{3.15 + 4.85}{2} = 16.09 \text{ Cum}$		
	Wall	$1 \times 6.00 \times 0.23 \times \frac{3.95 + 4.65}{2} = 5.93 \text{ "}$		
	Wall	$2 \times 7.30 \times 0.23 \times 3.65 = 12.25 \text{ "}$		
	Pillar offset	$7 \times 2 \times 0.35 \times 0.06 \times 3.65 = 1.07 \text{ "}$		
	Wall	$1 \times 9.90 \times 0.23 \times 0.90 = 2.04 \text{ "}$		
	-do-	$3 \times 2 \times 0.46 \times 0.06 \times 4.10 = 0.67 \text{ "}$		
	-do-	$1 \times 2 \times 0.46 \times 0.06 \times 4.55 = 0.25 \text{ "}$		
		Total (i) = 38.30 Cum		
	Deduction :			
	D	$1 \times 36 \times 0.23 \times 3.30 = 2.77 \text{ Cum}$		
	W	$1 \times 1.80 \times 0.23 \times 1.65 = 0.68 \text{ "}$		
	W It.	$1 \times 2.10 \times 0.23 \times 0.10 = 0.04 \text{ "}$		
	D It.	$1 \times 4.35 \times 0.23 \times 0.30 = 0.30 \text{ "}$		
		Total (ii)=3.79 Cum		
		Balance (i) – (ii) = 34.51 Cum		
		Say 35.00 Cum	Cum	35
5.	Supplying and fixing stone lintels/bed plates of approved quarry rough dressed in cement mortar 1:4 : Upto 15 cm. thick.			
	W It.	$1 \times 2.10 \times 0.23 \times 0.10 = 0.04 \text{ Cum}$		
	D It.	$1 \times 4.35 \times 0.23 \times 0.30 = 0.30 \text{ "}$		
		Total = 0.34 Cum		
		Say 0.40 Cum	Cum	0.40
6.	Steel work in built up tubular trusses including cutting, hoisting (height upto 10 m)fixing in position and applying a priming coat of approved steel primer, welded and bolted including special shaped washers etc. complete. Hot finished welded type tubes.			
	Pipe 2"x2" truss	$3 \times 2 \times 8.00 \times 4.60 \text{ kg./m.} = 220.80 \text{ Kg.}$		
	-do-	$8 \times 2 \times 0.30 \times 4.60 \text{ "} = 22.08 \text{ "}$		
	-do-	$8 \times 1 \times 0.80 \times 4.60 \text{ "} = 29.44 \text{ "}$		

	F1/F Forpul	8 x 2 x 0.60 x 4.60 "	= 44.16 "		
	Plate	10 x 0.30 x 0.30 x 47.10 "	= 42.39 "		
	Purlins ½"x½"	8 x 2 x 8.30 x 3.75 kg./m.	=498.00 "		
	-do- bracket, cleats, H/F etc.		=150.00 "		
		Total	=964.48 Kg.		
		Say	965.00 Kg.	Kg.	965
7	Providing and fixing 1 mm thick M. S. Sheet garage door shutters with frame 40x40x6 mm angle iron 3 mm M.S gusset plates at the junction and corners including all fittings and applying a coat of approved steel primer excluding cost of frames using m.s angle 40x40x6 mm for diagonal braces.				
		1 x 3.65 x 3.30 = 12.04 Sqm. Say 12.00 Sqm.		Sqm	12
8.	Providing and fixing steel glazed doors windows and ventilator shutters of standard rolled steel section (IS 1038- 1983) joints mitred and welded with steel lugs 13x3mm, 10cm. long embedded in cement concrete block 15x10x10cm. of 1:3:6 (1cement : 3 coarse sand : 6 graded stone aggregate 20mm nominal size) or with wooden plugs and screws or rawl plugs and screws with fixing clips or with bolts and nuts as required including providing and fixing of plain glass panes 4mm thick with cooper glazing clips and special metal sash putty of approved make or metal beading with screws complete including priming coat of approval steel primer, excluding the cost of metal beading and other fitting except necessary hinges of pivots steel handles peg stay etc. as required : Windows side hung /Ventilators top or centre hung (openable)				
		1 x 1.80 x 1.65 = 2.97 Sqm. Say 3.00 Sqm.		Sqm	3.00
09.	Supplying and fixing fixed wire gauge of 14 mesh x 24 gauge to the metal frame of rolled section by metal beading 20x3mm with suitable screw at not exceeding 150mm distance.				
		Same quantity item No. 10 = 3.00 Sqm.		Sqm	3.00
10	Providing and fixing Square bars or other flat welded to window, ventilations etc.				
		12 mm square bar = 12 x 1.80 x 1.13 kg/m. = 24.40 Kg.			
		Say = 25.00 Kg.		Kg.	25
11	Supply and installation of Multi Rib Proofing/cladding Sheet Manufacture out of 0.50mm TCT (Total Coated Thickness) high tensile Zinc aluminium alloy coated galvalume steel (as per 150gsm				

	zinc aluminum coated 550Mpa tuekd strength) confirming to IS: 1397/astm A-792 sheet to have wide pens 30mm high NB at 250 centre and centre width of 1020mm sheets be casted with regular modified polyster system on a continuous with line on centre for face and with a polyster coating respectively sheet shall have proportionality with siphoned plate made to prevent leakage sheet shall be fixed by more of sell drilling lift tapping hot dip zinc coated hox head fasterner of size 12x14x55mm long. The sheet shall be supplied in cost one length and for a minimum up to 12mts with all scaffolding. Add extra for 0.60mm TCT (Total Coated Thickness) high tensile Zinc aluminum alloy coated galvalume steel sheet in place of 0.50mm thick		
	Roof 1 x 16.50 x 7.80 = 128.70 Sqm. Say 129.00 Sqm.	Sqm	129
12	AccessoriesSupply and Installation of (Labour rate included in main item) Bottom and Top U track : U-track for mounting panels with floor. The channel shall be made from minimum 1.15 mm thick PPGL sheet with flange height of minimum 35 mm and width as per thickness of panel used. Roof Ridge Cap: Ridge flashing for roof panels shall be made from 0.5mm thick pre-coated PPGL sheet of 200mm x200 mm.		
	Ridge 1 x 7.80 = 7.80 Mtr. Say 8.00 Mtr.	Mtr.	8.00
13	Random rubble dry stone Kharanja under floor.		
	Floor 1 x 15.20 x 7.30 x 0.15 = 16.64 Cum		
	Ramp 1 x 8.00 x 2.00 x 0.15 = <u>2.40</u> "		
	Total = 19.04 Cum		
	Say = 19.00 Cum.	Cum	19
14	Precast terrazo tiles of approved make, 20mm thick with marble chips of size upto 6mm laid in floors, and landing, jointed with neat cement slurry mixed with pigment to match the shade of the tiles, including rubbing and polishing complete on 20mm thick bed of cement sand mortar 1 : 4. Ordinary cement without any pigment		
	Floor 1 x 7.40 x 15.30 = 113.22 Sqm.		
	D/Sill 1 x 3.65 x 0.35 = 1.27 "		
	Ramp. 1 x 8.00 x 2.00 = <u>16.00</u> "		
	Total = 130.49 Sqm.		
	Say 131.00 Sqm.	Sqm	131
15	Plaster on new surface on walls in cement sand mortar 1:6 including racking of joint etc. complete fine finish : 20 mm tick.		
	Walls 2 x 6.00 x <u>3.95 + 4.5</u> = 51.60 Sqm.		

		2		
	Walls	$2 \times 15.90 \times \frac{3.95 + 4.85}{2}$	= 139.92 "	
	Walls	$2 \times 2 \times 7.30 \times 3.65$	= 106.58 "	
	Pillar off.	$7 \times 4 \times 0.06 \times 3.65$	= 6.13 "	
	-do-	$2 \times 9.90 \times 0.90$	= 17.82 "	
	-do-	$3 \times 4 \times 0.06 \times 4.10$	= 2.95 "	
	-do-	$1 \times 4 \times 0.06 \times 4.55$	= 1.09 "	
	Wall top	$1 \times 6.00 \times 0.27$	= 1.62 "	
	-do-	$1 \times 15.90 \times 0.27$	= 4.29 "	
	-do-	$2 \times 7.30 \times 0.27$	= 3.94 "	
	-do-	$1 \times 3.65 \times 0.35$	= 1.27 "	
	-do-	$1 \times 9.90 \times 0.27$	= 2.67 "	
	Off st.	$2 \times 0.35 \times 3.30$	= 2.31 "	
	-do-	$7 \times 2 \times 0.35 \times 0.06$	= 0.29 "	
	-do-	$4 \times 2 \times 0.46 \times 0.06$	= 0.22 "	
	Plinth	$1 \times 7.65 \times 0.90$	= 6.88 "	
	-do-	$1 \times 15.90 \times 0.90$	= 14.31 "	
	-do-	$2 \times 2.00 \times \frac{0.60 + 0}{2}$	= <u>1.20</u> "	
		Total (i)	= 365.09 Sqm.	
	Deduction :			
	W -	$1 \times 1.80 \times 1.65$	= 2.97 Sqm.	
	D -	$2 \times 3.60 \times 3.30$	= <u>23.76</u> "	
		Total (ii)	= 26.73 Sqm.	
		Balance (i) – (ii)	= 338.36 Sqm.	
		Say =	339.00 Sqm.	
			Sqm	339
16	Wall painting with plastic emulsion paint of approved brand and manufacture to give an even shade including all scaffolding Two or more coats on new work including preparation of base with primer, putty, lippy etc complete in all respect.			
		1/2 Qty. of item No. 17 = 169.50 Sqm. Say 170.00 Sqm.		
			Sqm	170
17	Finishing walls with Acrylic Smooth exterior paint of required shade including all scaffolding. New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including base coat of water proofing			

	cement paint applied @ 2.20 kg/ 10 sqm).		
	1/2 Qty. of item No. 17 = 169.50 Sqm. Say 170.00 Sqm.	Sqm	170
18	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : Two or more coats on New work.		
	Same Qty. of item No. 6 = $\frac{965}{4.60} \times 0.20$ = 41.95 Sqm.		
	D 1 x 2.5 x 3.65 x 3.30 = 30.11 "		
	W 1 x 2.5 x 1.80 x 1.65 = <u>7.42 "</u>		
	Total = 79.48 Sqm.		
	Say 80.00 Sqm.	Sqm	80

INFORMATION AND INSTRUCTIONS FOR TENDERERS

1. The details of work to be carried out and its scope is given in the "Notice inviting Tender" which also indicate a brief description of the work to be executed. The tenderers are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.
2. The tenderers, in their own interest, are also advised to inspect and examine the site and its surroundings and satisfy themselves, before submitting their tenders, in respect of the site conditions including, but not restricting the following which may influence or effect the work or cost thereof under the contract.
 - (a) Site conditions including access to the site, existing and required roads and other means of transport / communication for use by him in connection with the work.
 - (b) All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or effect the work or the cost hereof under this contract.
 - (c) The tenderers should note and bear in mind that the ICAR-CSWRI, shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the tenderer shall be at their risk and cost and no charges of claims whatsoever consequent upon the lack of any information, knowledge of understanding shall be entertained or payable by the ICAR-CSWRI.
3. The offer should be valid for 90 (Ninety) days from the date of opening of the tender.
4. The tender should be submitted in the prescribed form the same should be signed properly as laid down hereunder:
 - (a) If the tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
 - (b) If the tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full name and current business addresses, or by a partner holding the power of attorney of the firm by signing the tender in which case a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall accompany the tenders.
 - (c) If the tender is submitted by a limited company or a limited ICAR-CSWRI, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited company or ICAR-CSWRI may be required to furnish satisfactory evidence of its existence before the signature.
 - (d) All witnesses and sureties shall be persons of status and their full names, occupation and addresses shall be stated below their signatures. All signatures affixed on each page in the tender will be dated.
 - (e) The tender for the works shall not be witnessed by a tenderer or tenderers who himself / themselves has/have tendered or who may and has / have tendered for the same work. Failure to observe this condition shall render the tender of the tenderer tendering as well as of the witnessing the tender liable to rejection.
 - (a) if during the tender validity period, the tenderer withdraws his tender the earnest money deposit shall be forfeited.
 - (b) The earnest money deposit will be returned to unsuccessful tenderers after expiry of validity period or on finalization of tender whichever is earlier.
6. The rates shall be written both in words and figures. Tenderer shall also show the total of each item, the total of each schedule and the grand total of the whole contract, corrections, if any, shall be made by crossing out, initialing, dating and by writing. In case of conflict between the figures and word in the rates, the later shall prevail.
7. The ICAR-CSWRI shall have the right of rejecting all or any of the tenders or may reduce the scope of work and also will not be bound to accept the lowest or any other tender and the ICAR-CSWRI's decision in this regard shall be final and binding on all tenderers.
8. The tenderers shall not be entitled during the period of validity of their offers, to revoke or withdraw their tenders or vary any terms in regard without the consent of the ICAR-CSWRI in writing. Tenderer shall get his earnest money paid along with the tender forfeited for any violation of this clause.

09. If the tenderer fails to commence the work given in the scope of work within 05 working days from the of issue of written order to commence the work the ICAR-CSWRI shall have prejudice to other rights and remedies available with ICAR-CSWRI.

10. The "Notice inviting Tender" and this "Information and Instructions for Tenderer" shall form part of the Tender Documents.

11. Any addendum/corrigendum issued before the date of opening of tender will form part of tender documents.

12. Intending tenderers should visit the site, satisfy themselves regarding the site conditions, location of site, access roads to the site and collect all relevant information required before tendering for the work, tenderer shall be deemed to have full knowledge of the site, specifications and no excuse as regard to lack of information or clarification shall be considered after the tender has been received.

Date:

Signature of the Contractor

Witness:

1.

2.

Annexure-I

DECLARATION

To,
Director ICAR-CSWRI,
Avikanagar

I / we have read and examined the following tender documents relating to the work of at ICAR-CSWRI, Bikaner.

1. Notice inviting tender & Scope of work
2. Information & instruction for tenderers
3. Declaration form & warranty form
4. General condition of contract
5. Special conditions of contract
6. Schedule of Tender with Item wise Rate Abstract Sheet(BOQ)

I/we hereby, tender for the work referred to the documents mentioned above upon the terms and conditions contained or referred to the aforesaid documents and in accordance with the details given therein and at the rates contained in Schedule of Tender in the Item wise Rate Abstract Sheet, within the period(s) of completion as given in Notice Inviting Tender and subject to such terms and conditions as stipulated.

I/We agree to keep his tender open for acceptance for 90 days from the date of opening thereof and also agree not to make any modifications in its terms and conditions of our own accord.

A sum of Rs..... is hereby forwarded in form of Demand Draft as earnest money.

I/We agree if I/We fail to keep the validity of tender open, as aforesaid, or make any modification in the terms and conditions of my/our tender or our own accord and/or after the acceptance of our tender if I/We fail to commence and complete the work within the stipulated time, as provided in the document referred to in paragraph 1 above, I/We shall become liable for forfeiture of my/our earnest money, as aforesaid, and the ICAR-CSWRI shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this tender be accepted, I/We agree to abide by and fulfill all the terms and conditions and provision of the above mentioned tender documents.

I/We certify that the tender submitted by me/is strictly in accordance with the terms, conditions, specifications, etc. as contained in your tender documents, referred to in paragraph 1 above, and it is further certified that it does not contain any deviations to the aforesaid documents.

Witness:

Signature in the capacity of:

Duly authorized to sign the tender
on behalf of the (in block letter)

Date:

WARRANTY FORM

M/s.having its registered office at (hereinafter referred to as the Contractor) having carefully studied all the documents, specifications, drawings etc. pertaining to the contract for Repair / Maintenance (Civil) construction work at ICAR-CSWRI, Bikaner

DO HEREBY WARRANTY THAT

1. The contractor is registered with (CPWD / PWD / MES/ Railways and copy of valid registration certificate is attached.
2. The Contractor is registered with concern office of Govt. of Rajasthan for "Work Contract Tax" purpose and is having proper registration number.
3. The Contractor is registered with Income Tax Deptt. and having PAN and GST for Income Tax purpose.
4. The contractor is familiar with all the requirements of the Contract.
5. The Contractor has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
6. The contractor is satisfied that the work can be performed and completed as required in the contract.
7. The contractor has / had no collusion with other contract.
8. The contractor has / had no collusion with other contractors, with any of the men of the ICAR-CSWRI, its Authorized Person or with any other person in ICAR-CSWRI and would execute the said works according to the terms and conditions of the contract.
9. The contractor is financially solvent.
10. The contractor experienced and competent to perform the contract to the satisfaction of the Authorized Person.
11. The statement submitted by the Contractor is true.
12. The Contractor is familiar with all general and special laws, acts, ordinance, rules and regulations of the municipalities, district, state and central govt. that may affect the work, its performance of personnel employed therein.

Dated

Signature of the Contractor
(Seal)

GENERAL CONDITIONS OF CONTRACT: INTERPRETATION & DEFINITION

1. The contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the India Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such work under the contract. This is important and confidentiality issue shall be the responsibility of the tenderer.

2. Works to be carried out: The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment, and transport which may be required in preparation of and for and in the full and entire execution and completion of works. The description given in the Item wise Abstract Sheet (Schedule to Tender) shall useless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying in return of empties, posting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

3. Discrepancies and adjustment of errors: The several documents forming the contract are to be taken as mutually explanatory of one another.

4. All compensation or other sums of money payable by the contractor under the terms of this contract or any other contract or any other account whatsoever may be deducted from or paid by the sale of a sufficient part of his security deposit or from any sums which may be due or may become due to the contractor by ICAR-CSWRI on any account whatsoever and in the event of his security deposit being reduced by reasons of such deduction or sale as aforesaid, the contractor shall within fourteen days of receipt of notice of demand from ICAR-CSWRI, Bikaner make good the deficit.

4.1 The amount of 10% (ten) security deposit **Refund of security deposit** shall only be refunded to the contractor after all the defects pointed out to the contractor are rectified by contractor during maintenance period of One Year from the date of completion of Contract. Performance of System as per the design parameter shall be guaranteed by the Contractor for a period one year from the date of satisfactory completion of the contract.

4.2 No interest shall be payable to the contractor against the Security Deposit furnished/recovered from the contractor, by the ICAR-CSWRI.

5. MATERIALS

A) The Contractor shall at his own expenses, provide all materials of standard quality, required for the work.

i) All material to be provided by the contractor shall be in conformity with the specifications laid down in the contract and the contractor shall, if required by the ICAR-CSWRI of its authorized Authorized Person, furnish proof to the satisfaction of Authorized Person that the materials so comply including various test reports for the materials brought to site.

ii) The Contractor shall at his own expenses and without delay supply to the Authorized Person samples of materials proposed to be used in the works. The Authorized Person shall within seven days of supply of samples or within such 11 further as he may require intimate to the contractor in writing, whether samples are approved by him or not. If samples are not approved, the sub-contractor shall forthwith arrange to supply to the Authorized Person for his approval fresh samples complying with the specification laid down in the contract.

iii) The Authorized Person shall have full powers to require removal of any or all of the materials brought to site by the Contractor which are not in accordance with the contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the contractor in removing rejected materials the Authorized Person shall be at liberty to have them removed by other means. The Authorized Person shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution, shall be borne by the Contractor.

iv) Subject as hereinafter provided in condition all charges on account of octroi, terminal or sales tax and other duties on materials obtained for the works from any source shall be borne by the contractor.

B: Materials required for the works, brought by the contractor, shall be stored by the contractor only at places approved by the Authorized Person, storage and safe custody of material shall be the responsibility of the contractor.

i) ICAR-CSWRI officials or any expert nominated by the competent authority concerned with the contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any places(s) where these are lying or from which these are being obtained and the contractor shall give such facilities as may be required for such inspection and examination.

ii) All materials brought to the site shall become and remain the property of the ICAR-CSWRI and shall not be removed off the site without the prior written approval of the Authorized Person but whatever the works are finally completed and advance, if any, in respect of any such material is fully recovered, the contractor shall at his own expense forthwith remove from the site all surplus material originally supplied by him and upon such removal, the same shall revert in and become the property of the contractor.

6. The Contractor shall not at any time do, cause or permit any nuisance on site or do anything which shall cause unnecessary disturbance or inconvenience to any Scientist / Officer / Staff of ICAR-CSWRI or any other manpower working in ICAR-CSWRI or the public visiting ICAR-CSWRI.

7. **Contractor's Supervision** - The Contractor shall either himself supervise the execution of the works or shall appoint a competent Engineer if the Contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, the contractor, shall at his own expense, employ as his accredited agent an engineer. Orders given to the contractors / Engineer shall be considered to have the same force if these had been given to the contractor himself. If the contractor fails to appoint a suitable Engineer, the Authorized Person / ICAR-CSWRI shall have full powers to suspend the execution of the works until such date as a suitable Engineer is appointed and the contractor shall be held responsible for the delay so caused to the works.

8. The Authorized Person/ICAR-CSWRI or his representative shall have powers at any time to inspect and examine any part of the works and the contractor shall give such facilities as may be required for such inspection and examination.

9. The contractor shall only engage the required skilled/semiskilled / Unskilled workmen of adequate qualification and experience as per need of the said work.

10. The Contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and the Authorized Person / ICAR-CSWRI shall be at liberty to object to and require the contractor to remove from the works any person employed by the subcontractor in or about the execution of the works who in the opinion of the Authorized Person / ICAR-CSWRI misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in charge.

11. The contractor shall indemnify and keep indemnified the ICAR-CSWRI against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands proceedings, litigations, damages, costs, charges and expenses whatsoever in respect of or in relation thereto provided always that nothing herein contained shall be deemed to render the ICAR-CSWRI liable for or in respect of or to indemnify the ICAR-CSWRI against any compensation or damage caused by the excepted risks. ICAR-CSWRI shall not be responsible at all for any compensation whatsoever.

12. For closure of contract in full or in part due to abandonment or reduction in scope of work :- If at any time after acceptance of the tender the ICAR-CSWRI shall decide to abandon or reduce the scope of the works for any reason whatever and hence not require the whole or any part of the Works to be carried out, the ICAR-CSWRI shall give notice in writing to that effect to the contractor and the contractor shall have no claim to any payment of compensation or other-wise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

13. If the contractor is an individual or a proprietary and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies the unless the Accepting Authority satisfied that the legal representative of the individual contractor or of the proprietor of the proprietary concern and in case of partnership the surviving partners are capable of carrying out the completing the contract, the Accepting Authority shall be entitled to cancel the contract as to its incomplete part without the ICAR-CSWRI being in any way liable to payment of any compensation to the estate of the deceased contractor and/or to be surviving partners of the Contractor's firm on account of the cancellation of the contract. The decision of the Accepting Authority that the legal representatives of the deceased contractor or surviving partners of the contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such

cancellation the ICAR-CSWRI shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damages for not completing contract.

14. Cancellation of contract in full or in part: - If the contractor

a) at any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 days from the ICAR-CSWRI; or

b) commits default in complying with any of the terms and conditions of contract and does not remedy it or take effective steps to remedy it within days after a notice in writing is given to him in that behalf by the ICAR-CSWRI

c) shall offer, or give or agree to give to any person in ICAR-CSWRI service or to any other person on his behalf and gift or consideration of any kind as an inducement or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the ICAR-CSWRI or

d) shall enter into a contract with the ICAR-CSWRI in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payment thereof have previously disclosed in writing for the Accepting Authority/ICAR-CSWRI.

15- The execution of the work shall commence within 01 week from the date on which the ICAR-CSWRI issues written orders to commence the work. If the contractor commits defaults in commencing the execution of the work as aforesaid, ICAR-CSWRI shall without prejudice to any other right or remedy is a liberty to forfeit the security money absolutely.

16- Liability for damage, defects or imperfections and rectification thereof: If the contractor or his workmen or employees shall injure or destroy any part the building in which they may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the contractor shall upon receipt of a notice in writing that behalf make the same good at his own expenses. In case the contractor fails to comply with the requirement of this condition, ICAR-CSWRI shall have the right to get the work done by other means at the cost of the contractor. Before taking such action, however, the ICAR-CSWRI shall give three day's notice in writing to the contractor.

17-Records and measurement: - The Authorized Person shall except as otherwise stated ascertain and determine by measurement the value in accordance with the contract work done in accordance therewith. All items having a financial value shall be entered in Measurement Book, level book, etc. prescribed by the ICAR-CSWRI so that a complete record is obtained of all work performed under the contract.

a) **Payment of account:** - Interim bills shall be submitted by the contractor at intervals of one month on or before the date fixed by the ICAR-CSWRI for the work. The ICAR-CSWRI shall then arrange to have the bill verified. Payment on account for amount admissible shall be made on the ICAR-CSWRI certifying the sum to which the contractor is considered entitled by way of interim payment for the whole work, after deducting there from the amounts already paid the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.

b) **Time limit for payment of final bill 30 days:** - The final bill shall be submitted by the contractor within of physical completion of the works. No other claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by ICAR-CSWRI, shall be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by nominated by the competent authority / ICAR-CSWRI. After payment of the amount of the final bill payable as aforesaid has been made the contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the contract.

c) **Overpayments and underpayments:-** Wherever any claim for the payment of a sum of money to the ICAR-CSWRI arises out of or under this contract against the sub-contractor the same may be deducted by the ICAR-CSWRI from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing at under any other contract with the ICAR-CSWRI or from any other sum due to the contractor from the ICAR-CSWRI which may be available with the ICAR-CSWRI or from his security deposit; or he shall pay the claim be strictly regulated to the payment released by the ICAR-CSWRI.

18- The tendered rates shall be firm for the entire tenure of the contract from the date of issue of LOI/entering into the agreement with the ICAR-CSWRI and no escalation shall be payable whatsoever.

- 19- Unless otherwise provided in item wise Rate Abstract Sheet (Schedule of Tender), the rates tendered by the contractor s hall be all inclusive and shall apply to all heights, lifts loads and depths of the building and nothing extra shall be payable to him on this account.
20. No payment shall be made to the contractor for any damage/delay caused by rain, floods or any other natural cause whatsoever during the execution of work. The damage to the work will be made good by the contractor at his own cost and no claim on this account shall be entertained.
- 21 Some restrictions may be imposed by the security staff etc. on the working and **account** or movement of labour, materials etc. The contractor shall be bound to follow all such restrictions, Security & Safety instructions and nothing extra shall be payable on this account.
- 22 a) The operation and maintenance will be carried out in the manner complying in all respects with the requirements of relevant by laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Authorized Person / ICAR-CSWRI and nothing extra will be paid on this account.
- b) The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges for which he may be liable.
- 23 The contractor shall take all safety precaution to avoid all accidents at all times during the contract by exhibiting necessary caution boards. He shall be responsible for all damages and accidents caused due to negligence on his part.
- 24 ICAR-CSWRI shall not be responsible for payment of wages to the workmen employed by the contractor for various works.
- 25 ICAR-CSWRI shall not be responsible for any compensation which may required to be paid to the workmen of the contractor consequent upon any injury/mishap etc.
- 26 The contractor shall not employ any child below the age of 18 years (as provided under article 24 of the constitution).
- 27 The contractor shall obtain a license under the Contract Labour (regulation and abolition) Act, 1970 as provided under Section-12 of the said Act before a starting the execution of the work.
- 28 The contractor shall ensure the payment of minimum wage to the workers employed by him as provided under the minimum wage s act, 1948 and rules framed there under may be applicable the site of work. In no case the work will be allowed to suffer on account of payment of wages.
- 29 The contractor shall indemnify the ICAR-CSWRI against all such fines, penalties, damages and claims which the ICAR-CSWRI may have to incur on account of any breach or violation on the part of the contractor in implementing, the revisions of various Labour laws and in case the ICAR-CSWRI is made liable for payment of any compensation or penalty of fire or damages on account of failure on the part of the contractor, the expenditure shall be recovered/adjusted from the dues payable to the contractor by the ICAR-CSWRI.
- 30 The contractor shall comply with the provisions of the Payment of Wages act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1957, Maternity Benefit Act, 1961, Mines Act, 1952, Contract labour Regulation and Abolition Act, 1970, EPF Act or any modification thereof or any other law relating thereto and rules made there under from time to time.
- 31The ICAR-CSWRI shall on a report having been made by an inspecting officer as defined in the contractor's regulation have the power to deduct from the moneys due to the contractor any sum required or estimated to be required for making go he loss suffered by a worker or worker by reason of non fulfillment of the conditions of the contract for the benefit of workers, non payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non observance of the said contractors labour regulations.
- 32 Amendments:** Government may, from time to time, add to or amend these rules and issue such directions, as it may consider necessary for the proper implementation of these rules or for the purpose of removing any difficulty, which may arise in the administration thereof.
- 33 Works Contract, Service Tax, Income Tax , GST etc. if applicable and becomes necessary to be deducted at source will be deducted from the billing agency. The agency will however take care for depositing the service tax (GST) himself to the appropriate authorities.

34 The Contractor shall be responsible for all injury and accident to persons employed by him while on duty. It is desirable that all employees are covered under an insurance cover.

35 The Contractor shall provide two set of uniforms to its employees and ensure that they wear them at all times and maintain them clean. The firms name on pocket & words CONTRACTOR/ AGENCY WORKER on the back of upper should be inscribed.

36 All employees of the Contractor shall be issued Identity Cards bearing their photographs. Photographs for identity cards shall be provided by the Contractor at their own cost. The ID Cards will be issued by the Contractor.

37 It would be responsibility of Contractor to arrange all permission / approvals from all local bodies / statutory bodies & nothing extra shall be paid on account of this by the ICAR-CSWRI.

38 If the Contractor fails to implement the schedule of work OR its part within time limit OR to the satisfaction of the Authorized Person of the ICAR-CSWRI, The ICAR-CSWRI shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent of 0.5% (half percent) of the total contract value for each week of delay or part thereof until the work is satisfactorily completed and handed over up to a maximum deduction of 10% of the contract price, once the maximum is reached, the ICAR-CSWRI may consider termination of the contract, if the same have not been terminated already.

39 None of the employees of the Contractor shall enter into any kind of private work at the ICAR-CSWRI.

40 The Contractor shall abide by all laws of the land including Labour Laws, Company Act, tax deduction liabilities, Welfare measure of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein. Though any such onus shall be the exclusive responsibility of the Contractor/ Agency, and it shall not involve the ICAR-CSWRI in any way, whatsoever.

41 In case of any dereliction of duty, gross neglect an unintended damage caused by the Contractor/ Agency/Agency or its staff or otherwise any harm done to the council its properties its designated officials or other employees, the Contractor/ Agency shall be liable to make good the loss or pay compensation, refund expenditure on Legal / judicial proceedings as well as pay penalty which the Director, ICAR-CSWRI / Secretary, ICAR may deem fit.

42 The contract is liable to be terminated even earlier by giving notice in writing on account of any of the following reasons:

- On account unsatisfactory performance and execution of works
- Breach of contract clauses
- Persistently neglect to carry out his obligations under the contract

When the contractor has made himself liable for action under any of the cases a foresaid, ICAR-CSWRI on behalf of Council, New Delhi shall determine the contract as aforesaid (of which termination notice in writing to the contractor shall be conclusive evidence) upon such determination, the security money deposit shall be liable to be forfeited and shall be absolutely at the disposal of the ICAR-CSWRI, Bikaner / HQ/Council, New Delhi. In the event of above courses, the agency shall have no claim to compensation for any loss sustained by him by any reasons.

43 Contractor/ Agency/ will apply to the Labour Commissioner for obtaining a Labour License as applicable and will submit a copy of license to ICAR-CSWRI.

44 The Contractor/ Agency would sign and give an undertaking for compliance of the provision of Contract Labour Act. Rule and other Law as applicable.

45 ICAR-CSWRI Campus is a 'NO SMOKING ZONE' The Contractor should ensure that his employees DO NOT SMOKE while working in the ICAR-CSWRI. They will also not indulge in drinking alcohol or any other intoxicants. They will not consume drugs and eat pan/ khaini /tobacco etc. they will not play cards or indulge in gambling or in any unlawful activities in the campus.

46 The Contractor shall keep himself fully informed of all acts and laws of the Central and State Government, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect their engaged or employed and anything related to carry out the work. All the rules & regulations & byelaws laid down by the local bodies and any other statutory bodies shall be adhered to, by the Contractor, during the execution of work.

47. The Agency will discharge all legal obligations of their employees in respect of wages of their employees in respect of wages of the service condition & shall comply with all the rules & regulations & provisions of Law in force that may be applicable to them time to time Viz statutory obligations under contract labour (Regulation & Abolition) Act 1970, minimum wages act worker's compensation Act, EFP & MP act, industrial dispute etc. The Contractor/Agency will indemnify & keep indemnified the ICAR-CSWRI/Council from any claim, loss or damage that may be caused to the ICAR-CSWRI/ council on account of the Contractor/Agencies failure to comply with their obligations under the various laws towards their staff /employees employed by them or any loss or damage to ICAR-CSWRI/ Council being 1st party due to acts / omissions of second party. The 1st party i.e. ICAR-CSWRI /Council shall not be liable to pay any increase in minimum wages notified by Govt. from time to time to second party i.e. Contractor during the contract.
48. The Construction work of shall have to be undertaken without causing any damage to the ICAR-CSWRI/ICAR properties. In case, any damage is caused by the workers deployed by the Contractor/ Agency to do the construction work. The same shall be made good by the Contractor/ Agency.
49. All types of essential tools /plants etc. like masonry equipment's, appliances ladder, sc rap folding, extra electrical arrangements etc will be arranged by the agency at its own cost at ICAR-CSWRI would not be bear extra for any type arrangements.
50. If the Contractor/ Agency withdraws his offer or abandons the work after award of work and after taking over possession of site then the Contractor / Agency will be debarred from Quotationing in ICAR-CSWRI and the fresh Quotation will be called or next lower Quotationer will be offered the job.
51. In case of work abandoned by the Contractor/ Agency, the left out work will be got executed at his risk and cost through another agency. In case the staff deployed by the Contractor is found to be indulging in any undesirable or unfair activities in the premises of ICAR-CSWRI, the Contractor/ Agency will solely be responsible for all the consequences apart from the liberty of office to lodge complaints before appropriate authorities.
52. The Contractor/ Agency shall strictly comply with the terms and conditions of agreement. In Case of violation of any of the terms, the agreement shall be liable for cancellation immediately and SD will be forfeited.
53. Time of completion of work shall be strictly followed by Contractor / Agency.
54. The Contractor/ Agency desires an extension of time for completion of work on the grounds of his having been unavoidable hindered in its execution or a other ground, he shall apply in writing to ICAR-CSWRI within 2 days of date of hindrance on account of which he desires such extension as aforesaid and ICAR-CSWRI shall if in his opinion (which shall be final) reasonable grounds be shown thereof authorize such extension of time, if may in his opinion be necessary or proper.
55. The ICAR-CSWRI if designated Officer-in-charge shall have full powers to remove such materials brought by Contractor/Agency at site which are not as per specifications at the risk and cost of Contractor/ Agency.
56. The Director, ICAR-CSWRI and/or Secretary/ICAR shall have the right to deduct from the money due to the Contractor/ Agency any sum required or estimated to be required for making good the loss suffered by a worker or workers.
57. The decision of Director, ICAR-CSWRI or/and Secretary/ICAR regarding the quantum of reduction as well as justification thereof in respect of rates for sub-standard work which may be decided to be accepted will be final and would not be open to arbitration.
58. All safety measures taken at site shall be borne by the Contractor/ Agency without any extra payment. In the event of any accident/damage occurred at site due to natural calamity negligence on his part the same shall be the liability of the Contractor/ Agency and nothing extra payment shall be claimed.
59. Authorized Person shall mean as officer-in-charge or his authorized representative nominated by Director, ICAR-CSWRI, Bikaner.
60. Contractor will apply for gate pass while taking out their personal stores from ICAR-CSWRI Campus.
61. Contractor/ Agency will not tamper cable, water lines etc. of the campus. Any damage on account of this will be recovered from bill of Contractor/ Agency.

62. The requisite Water & Electricity would be arranged by the contractor / Agency, at their own expenses. In case these are provided by ICAR-CSWRI then their charges shall be deducted from bills of Contractor / Agency.

63. Termination for default

63.1 The ICAR-CSWRI, without prejudice to any other remedy for breach of contract may by written notice of default sent to the Contractor, terminate the contract in whole or in part, if the contractor fails to the work is satisfactorily completed and handed over to the ICAR-CSWRI or fail to contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the ICAR-CSWRI.

63.2 In the event the ICAR-CSWRI terminates the contract in whole, the ICAR-CSWRI may complete the work upon such terms and conditions and in such manner as it deems appropriate, contract and/or services similar to those uncompleted and the contractor shall be liable to the ICAR-CSWRI for any excess cost for such similar completion of works. However, the contractor shall continue to perform the contract to the extent not terminated.

64. Force Majeure

64.1 Notwithstanding the ICAR-CSWRI shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

64.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to acts of the ICAR-CSWRI in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

64.3 If a Force Majeure situation arises, the contractor shall promptly notify the ICAR-CSWRI in writing of such conditions and the cause thereof. Unless otherwise directed by the ICAR-CSWRI in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

65 Termination for insolvency

65.1 If the contractor becomes bankrupt or otherwise insolvent, the ICAR-CSWRI may terminate the contract by giving written notice to the contractor, without any compassion to the contractor, provided, that such termination will not prejudice or affect any right of action or remedy which has accrued and/or will accrue thereafter to the ICAR-CSWRI.

66 Termination for convenience

66.1 The ICAR-CSWRI, by written notice sent to the contractor, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the ICAR-CSWRI's convenience, the extent to which performance of the contractor under the contract is terminated, and the date with effect from which such termination becomes effective.

67. Resolution of disputes

67.1 If any dispute or difference of any kind shall arise between the ICAR-CSWRI and the contractor in connection with or arising out of the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

67.2 If, after thirty (30) days, the contractor has failed to resolve their dispute or difference by such mutual consultation, then either the ICAR-CSWRI or the contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

67.3 Any dispute or difference, in respect of which a notice of intention to commence arbitration has been given, shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods/services under the contract.

67.4. The dispute resolution mechanism shall be as follows:

a) In the case of a dispute or difference arising between the ICAR-CSWRI and the contractor relating to any matter arising out of or connected with the contract, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of three arbitrators, one each to be appointed by the ICAR-CSWRI and the contractor. The third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the contractor to reach upon a consensus within a period of thirty days from the

appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appointed by the Indian Council of Arbitration or President of the Institution of Engineers (India).

b) The decision of majority of arbitrators shall be final and binding upon both the parties.

c) The cost and expenses of the arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with preparation, presentation etc. of its proceedings as also fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

67.5. However, where the value off the contract is Rs 1.30 lac(Rupees one lac thirty thousand) and below, the disputes of differences arising in it shall be referred to a sole arbitrator. The sole arbitrator shall be appointed by mutual agreement between the parties. If the parties fail to agree on arbitrator within 30 (thirty) days from the days from he receipt of a request by one party from the other party to so agree, the appointment shall be made upon request of a party, by the Indian Council of Arbitration or the President of the Institution of Engineers (India).

67.6 The venue of arbitration shall be the place from where the contract is issued.

SPECIAL CONDITIONS OF CONTRACT

1. Item rates as per attached schedule should be quoted on the basis of complete execution of work at ICAR-CSWRI. No extra charges of any nature including the taxes and levies will be borne by the ICAR-CSWRI.
2. Rate should be quoted both in figures and words, cuttings, overwriting, if any should be duly attested. Unattested amended / overwritten figures will not be considered..(In the BOQ)
3. The rates for the items required in accordance to the specification mentioned in the schedule will only be considered otherwise the same will be rejected.
4. Tender will be accepted only on the prescribed tender form issued by the ICAR-CSWRI. Conditional, telegraphic or tenders received after due date will not be considered / accepted. The ICAR-CSWRI will not be responsible for any Postal delay.
5. The rates accepted will remain valid for a period of one year from the date of acceptance unless it is extended or discontinued in writing.
6. The tenderer should also submitting along with their tender, copies of Income Tax (PAN), GST and Work Contract Registration No, Experience & registration Certificate and also indicate the name and full address of their Bankers and particulars of their Bank Account.
7. Tenderer has to deposit prescribed Earnest Money either in cash or through Demand Draft / S.D.R. /F.D.R. issued by any **Nationalized Bank in favour of "CSWRI UNIT ARC BIKANER**. Tenders received without prescribed earnest money will not be considered / entertained.
8. The firm in whose favour the tender is accepted will have to deposit an amount equal to 10% of the value of contract as Security Deposit and will have to sign an agreement before start of execution of work. The security deposit will be refunded only after successful completion and execution of work under this contract including maintenance period of one year from the date of satisfactory execution and completion work at ICAR-CSWRI.
9. Any cement slurry added over base surface (or) for continuation for concerting for better bond is deemed to have been in-built in the items and nothing extra shall be payable (or) extra cement considered in consumption on this account.
10. Testing of materials: Samples of various materials required for testing shall be provided free of charges by the Contractor.
11. The structural and architectural drawings shall at all times be properly correlated before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and Architectural drawings relating to the relevant item, the former shall prevail unless otherwise given in writing by the Authorized Persons/ICAR-CSWRI.
12. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials.
13. For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications. Abbreviated nomenclature of item of Latest DSR (bilingual) shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per complete nomenclature of the relevant items in the agreement and other relevant specifications.
14. In the case of items for which abbreviated nomenclature is not available in the above cited publication and also in case of extra and substituted items of works for which abbreviated nomenclature is not provided in the agreements the full nomenclature of items shall be reproduced in the measurement books and bill form for running account bill.
The full nomenclature of the items be adopted in preparing abstract of final bill in the measurement book and also in the bill form for final bill.
- 15. Deduction of Income Tax:** ICAR-CSWRI shall deduct income tax at source from the payments to be made to the contractor in accordance with the provisions of India Income Tax Laws as applicable to the contractor from time to time.
- 16. Work Contract Tax:** Work contract tax will be recovered from each running account bill as applicable.

17. **Taxes, duties, levies etc.:** The contractor shall be responsible for the payment of all taxes, duties, levies, octroi, labour cess etc. all materials articles that may be used in this work. Any increase in the aforesaid taxes, duties and levies etc. that may arise during the currency of the contract shall not be paid to the contractor by ICAR-CSWRI.

18. **Refund of security deposit:** The security deposit so deposited by the contractor shall only be refunded to the contractor after all the defect pointed out during operation and maintenance period for one year from satisfactory completion of construction work, gets rectified or after the payment of final bill which ever is later. In case the contractor fails to get the rectification done at his own cost, ICAR-CSWRI shall have the right to get the same done at the risk and cost of the contractor.

19. All the materials to be incorporated in the works under this contract must be of reputed makes and/or as approved by the Authorized Person / ICAR-CSWRI.

20. Contractor shall be responsible for any damage to the equipment, machinery or system on account of negligence/ fault of the contractor's authorized staff and the same will have to be made good at his risk and cost.

21. All dismantled materials resulting from replacement shall be returned to the Authorized Person / ICAR-CSWRI or the representative appointed by him.

22. Other agencies doing works related to this project will also simultaneously execute the works and the contractor shall provide necessary facilities for the same. The contractor shall leave such necessary holes, opening etc. for laying /burying in the work pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies. Conduits for electrical wiring / cables will be laid in a way that they leave enough space for concerting and do not adversely effect the structural members. Nothing extra over agreement rates shall be paid for the same.

23. The contractor shall give a performance test of the entire installation(s) per standing specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.

24. Firm should note that it is desired that their offer should remain open for acceptance for ninety days from the date of opening the tender. If the firms are unable to keep their offers open for the specified period they should specifically state in the tender to remain open for acceptance for the period as specified in the Schedule to Tender.

25. The construction of the work will have to be completed within the specified period from the receipt of the acceptance of tender failing which it will be presumed that the tenderer is not interested in the work and the order will automatically stand cancelled.

26. The work should conform to the specification and quality of work/material, specified in the schedule and sample offered at the time of tender. Unsatisfactory work not in conformity to sample will be rejected and the rejected materials will have to be lifted from the ICAR-CSWRI within a period of seven days failing which this Institute will not be responsible for any loss on that account.

27. Payment: The payment of the bill will be made after satisfactory execution of the work, as per the provision of Audit Manual of the ICAR.

28. The ICAR-CSWRI reserves the right to reject any or all the tenders received without assigning any reason thereof.

Signature of Tenderer / Contractor

ADDITIONAL CONDITIONS

1. The work shall be carried out in such a manner so as not to interfere or affect or disturb other works, being executed by other agencies, if any.
2. Any damage done by the contractor to any existing work shall be made good by him his own cost.
3. The work shall be carried out in the manner complying in all respects with the requirement of relevant byelaws of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.
4. The contractor shall make his own arrangement for obtaining electric connection(s) if required and make necessary payment directly to the department concerned. The department will however make all reasonable recommendations to the authority concerned in this regard.
5. The Contractor or his authorized representative should always be available at the site of work to take instructions from departmental officers and ensure proper execution of work. No work should be done in the absence of such authorized representative.
6. The structural and other drawings for the work shall at all times, be properly correlated before executing any work and no claim whatsoever shall be entertained in his respect.
7. The contractor shall maintain in good condition, all works executed till the completion of entire work allotted to the contractor.
8. Royalty at the prevalent rates and all other incidental expenditure shall have to be paid by the contractor on all the, metal shingle, earth sand, bajri etc. collected by him for the execution of the work direct to the concerned Revenue Authority of the State or Central Govt. His rates are deemed to include all such expenditure and nothing extra shall be paid.
9. The malba / garbage removed from the site shall be disposed off by the contractor at any suitable place as directed by the Competent officer
10. All work and materials brought and left upon the ground by the contractor or by his order for the purpose of forming part of the works, are to be considered to be the property of the President of India and the same are not to be removed or taken away by the contractor or any other person without special license and consent in writing of the Competent officer, but the President of India is not to be in any way responsible for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or damaged by weather or otherwise.
11. The contractor should quote the rate in Schedule of Quantity in figures as well as in words. In case of discrepancy in the amount in figures and words the amount in words shall be taken as quoted amount. If he does not quote his rate for any item (s), leaving the space blank whatsoever, it will be presumed that he has loaded the cost of this / these items(s) on the other items and he will execute this / these item(s) at zero cost and the tender will be evaluated accordingly. Special care should be taken to write the quoted rates in figures as well as in words, in such a way that interpolation is not possible. In case of figures the word

'Rs. ' should be written before the figures of rupees and words 'P' after the decimal figures e.g. Rs.6.45 'paise' and in case of words, the word 'Rupees' should precede and the words 'paise' should be written at the end, Unless the rate is in whole rupees and followed by the words "only" it should invariably be upto two decimal place. While quoting the rates in Schedule of Quantity the word 'only' should be written closely following the amount and it should not be written in the next line.

12. Unless otherwise provided in the schedule of quantities the rates, tendered by the contractor shall be all-inclusive and shall apply to all heights, depths, leads and lifts. Page - 29 - of 68 Correction – Nil Deletion – Nil Insertion – Nil Overwriting – Nil AC (Works) DC (Works)

13. The contractor shall construct suitable godown at the contractor's compound for storing the materials safe against damage due to sun, rain dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose and no extra claim whatsoever shall be entertained on this account.

14. Cement bags shall be stored in two separate godowns, one for tested cement and the other for fresh cement (under testing). These godowns shall be constructed by the contractor at his own cost as per sketch given in the general conditions of contract for CPWD works-2014 with weather proof roofs and walls. The size of the cement godown is indicated in the sketch for guidance only. The actual size of godown shall be as per site requirements and nothing extra shall be paid for the same. The decision of the Competent officer regarding the capacity needed will be final. However, the capacity of each godown shall not be less than 200 tones. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with Competent officer of the work and that of other lock with the authorized agent of the contractor at the site of work so that the cement is issued from godown accordingly to the daily requirement with the knowledge of both parties. The account of daily receipt and issue of cement shall be maintained in a register in the prescribed proforma and signed daily by the contractor or his authorized agent in token of its correctness.

15. Material shall be kept in joint custody of the contractor and the representative of the Engineer-in-charge. The empty containers shall not be removed from the site of work till the relevant item of work has been completed and permission obtained from the Competent officer.

16. The area shall be kept dry when the work is in progress even below water table. Nothing extra shall be paid for removal of slush / sludge, bailing out water due to sub-soil condition, rains, spring etc.

17. If required the contractor shall have to work during nights also. He shall make the necessary arrangements for lights etc. for nights or even if lights are required due to any other reason. Nothing extra shall be paid on this account. The rates shall include the above elements.

18. The contractor shall have to make his own arrangement for housing facilities for staff and labour away from construction site and shall have to transport the labour to and from between construction site and labour camp at his own cost. No labour huts will be allowed to be constructed at the project site except a few temporary sheds for chowkidars and storekeepers. The decision about how many huts can be allowed for chowkidars and storekeepers at project site shall rest with the Competent officer and the contractor shall have no claim on this account.

19. The temporary warning lamps shall be installed at all barricades during the hours of darkness and kept lit at all times during these hours. Failure to comply with the requirements mentioned above shall be deemed to be breach of the contract on the part of the contractor for which the contractor shall be liable to action under relevant clauses/conditions of the agreement. The Competent officer shall give notice to the contractor for such default and the contractor shall comply with the same within one day of such notice failing which the Competent officer will get the barricading set right in accordance with above provisions at risk and cost of the contractor in addition to the compensation payable by the contractor for default.

20. Labour cess @ 1% (one percent) of the gross value of work done shall be deducted as per Building & other construction workers (RE&CS) Act 1996 (Main Act).

NON BLACKLISTING CERTIFICATE

[To be submitted on letterhead]

I/We hereby certify that the [Name of the company / firm] has not been ever blacklisted/ debarred by any Central / State Government / Public Undertaking / Institute on any account.

I/We also certify that firm will supply the item as per the specification given by ICAR-CSWRI and also abide all the terms and conditions stipulated in Contract.

I/We also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and ICAR-CSWRI may impose any action as per NIT rules.

Date: Name : Place :
Business Address :

Signature of Bidder:
Seal of the Bidder :