



F.No. 12-124/W/2020

Dated: 27 .07.2020

Lump Sum Fixed Price Tender-

This is a LUMPSUM FIXED PRICE TENDER with “Extent of Work” as shown on scope of works. The tenderer shall examine the scope of work and other documents and all addenda (if any) before submitting the tender and shall become fully informed as to the extent, quality, type and character of operations involved in the Work. The tenderer shall visit and acquaint himself with the site of the work. The tenderer shall take entire responsibility in the interpretation of work scope and of the site conditions. No consideration or compensation will be given for any alleged misunderstanding of the nature of the work to be executed.

Bid Document Structure

1. The Bid Document Contains:

1. Bid Guidelines (i-Tender Notice, ii-Detailed Guidelines)
2. Annexure-A (part 1, 2, & 3) / B to be completed by bidders

2. Schedule

Critical Dates & Time:

Date and Time for Issue/Publishing	28.07.2020 12:00 PM
Document Download/Sale Start Date and Time	28.07.2020 04:00 PM
Pre Bid conference	10.08.2020 11:00 AM
Bid Submission Start Date and Time	11.08.2020 11:00 AM
Bid Submission End Date and Time	25.08.2020 13:00 PM
Date and Time for Opening of Bids	25.08.2020 14:30 PM
Address for Communication	Sr. Administrative Officer ICAR- Central Institute for Subtropical Horticulture, Rehmankhara, P.O. Kakori, Lucknow-226 101

Note: The tenderer representatives should adhere to the respective schedule.

3. Major Documents & Compliance check list:

Sl. No.	Check List	Yes/No
1.	Tenderer's covering letter on a printed letter head	
2.	Deposit receipt of Earnest Money	
3.	Up to Date Income tax Return (last 3 years).	
4.	Registration certificate (CPWD/PWD/MES/BSNL/ or Any other Govt. department eligible to register civil contractors).	
5.	Experience certificate -Three any (civil works) each of value not less than 25% of estimated cost or two works each of value not less than 40% of estimated cost or one work of value not less than 70% of estimated cost in last 5 years ending last day of the month previous to the one in which the tenders are invited.	
6.	Office organization of company giving information regarding office set up, Telephone, Fax, E-mail, Computer, etc.	
7.	No page shall be removed from or added to the complete set of tender document issued for the work.	
8.	Signature with seal on all the pages	
9.	Annexure A(1,2,& 3)	

Signature of contractor with Seal & Date



F.No. 12-124/W/2020

Dated: 27.07.2020

NOTICE INVITING TENDERS

Online e-Tender through e-Procurement in Lump Sum Fixed Price Tenders format, in two bid format, are invited by the Director, ICAR-CISH, Lucknow from approved and eligible Contractors of appropriate class enlisted with CPWD/MES/PWD/Public Works Organizations and other similar agencies authorized by the govt. as per details given below:

Details of work

Sl. No.	Name of work	EMD (In Rs.)	Cost of Bid Documents (In Rs.)	Annexure
1.	Construction of Organic Input Production Shed under PKVY Scheme	45,000/- (Rs. Forty Five Thousand only)	-	B (Financial Bid)

Note: The bidder may inspect the site and understand the full scope of work. **Dr. R. A. Ram, Pr. Scientist & P.I., PKVY Project (Mob: 9415459464) and email raram_cish@yahoo.co.in** may be contacted well in advance on any working day during 10:30 to 16:00 for inspection of the site.

Site of the Work:

1. Shaili Kiratpur, Fatehpur, **Barabanki**, Uttar Pradesh
2. Umaria, Sarila, **Hamirpur**, Uttar Pradesh
3. Turna, Sarila, **Hamirpur**, Uttar Pradesh
4. Alkachhwa, Sarila, **Hamirpur**, Uttar Pradesh
5. Bhaisai, Sarila, **Hamirpur**, Uttar Pradesh
6. Amoond, Sarila, **Hamirpur**, Uttar Pradesh
7. Kherwa, Naraini, **Banda**, Uttar Pradesh
8. Sonta Syodha, Naraini, **Banda**, Uttar Pradesh
9. Naugaon, Kulphahad, **Mahoba**, Uttar Pradesh
10. Budhaura, Kulphahad, **Mahoba**, Uttar Pradesh

Note: **One shed to be constructed at each site**

Terms & Conditions and Instruction

1. The tender form/bidder documents may be downloaded from the website: <https://eprocure.gov.in/eprocure/app>. Online submission of Bids through Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) is mandatory.

Manual bids shall not be accepted

2. Tenders/bidders are requested to visit the website <http://www.cish.res.in> regularly any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.
3. Financial bids of only technically acceptable offers will be opened later on. Separate sheet can also be used for submitting the financial bid with BOQ sheet if required.
4. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Director ICAR-CISH, Lucknow reserves the all rights to accept or reject any or all the tenders.
5. The interested firms are required to deposit (In original) Earnest Money Deposit (EMD) in the form of Demand Draft/FDR before bid submission closing date by post or in person to the office latest by the last date of bid submission. The details of the DD/any other accepted instrument physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time otherwise the uploaded Bid will be rejected.

The Firms are required to upload copies of the following documents:-

1. (a) Scanned copy of Earnest Money Deposit (EMD).
(b) Scanned copy of Firms registration, GST Registration, RTGS/Bank Details and all relevant documents as per technical bids required documents and signed tender form with all enclosures.
2. Instruction for online bid submission: As per the directive of the Government the tender document has been published on the CPP Portal. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. All bids must be accompanied with all relevant documents. The bids received in time will be opened in the presence of the bidders/authorized representatives who wishes opt to attend at the address given above on the schedule time.
3. Bids received on e-tendering portal only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.
4. ICAR-CISH, Lucknow will not be responsible for any delay in enrolment/registration as bidder or submitting/uploading the offer on e-tender portal. Hence, bidders are advised to register in e-tendering website.
5. Each column/blank be filled properly and every papers/documents enclosed with bid documents must be signed/stamped by the authorized signatory of the firms/Company. The bids received in time will be opened as per schedule time if the bidders/authorized representatives who wishes opt to attend can be attend at the address given above on the schedule time.
6. All the rights for example, partly/completely acceptance/non-acceptance of tender etc. are reserved with the Director, ICAR-CISH, Lucknow. The other terms and conditions are given in the tender enquiry. Those Firms registered under National Small Industries Corporation Limited, certificate provided for exemption from EMD fees as per Govt. rule, then EMD fee is exempted.
6. Technical compliance statement (Annexure A-1, A-2, & A-3) attached with necessary documents and Financial statement as per work item given in Annexure B need to be submitted in separate.
7. Lump sum rate/value should be quoted both in words & figures. GST will be shown separately and there should not be any over writing or use of fluid for correction. Any cutting or use of fluid will lead to disqualification of the tender. Consolidated rates, will not be considered for evaluation and in Tender (without item wise rate) the bid will be rejected.

8. All the relevant documents satisfying the eligibility criterion need to be attached with the tender document.
9. All the documents and pages of tender form should be signed by authorized signatory of the tendering firm under seal of the company.
10. The Director, CISH, Lucknow reserves the right to reject any or all the tenders at his discretion without assigning any reason thereof.
11. Any correction in the tender document should be avoided. In case the same cannot be avoided due to cutting or over writing should be duly verified by the contractor.

Sr. Administrative Officer



भा.कृ.अनु.प.-केन्द्रीय उपोष्ण बागवानी संस्थान

रहमानखेड़ा, डाकघर काकोरी, लखनऊ-226 101 (भारत)

ICAR-Central Institute for Subtropical Horticulture

Rehmankhura, P.O. Kakori, Lucknow - 226 101 (India)

Phone : 0522-2841022, 24 Fax : 0522-2841025 E-Mail : cish.lucknow@gmail.com; Website : www.cish.res.in



No. 12-124/W/2020

Dated: 27.07.2020

To,

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Sub: Tender for C/o Organic Input Production Shed under PKVY Scheme.

Dear Sirs,

You are invited to quote the lowest rates for undertaking the work of “C/o Organic Input Production Shed” at following sites of Uttar Pradesh

1. Shaili Kiratpur, Fatehpur, **Barabanki**, Uttar Pradesh
2. Umaria, Sarila, **Hamirpur**, Uttar Pradesh
3. Turna, Sarila, **Hamirpur**, Uttar Pradesh
4. Alkachhwa, Sarila, **Hamirpur**, Uttar Pradesh
5. Bhaisai, Sarila, **Hamirpur**, Uttar Pradesh
6. Amoond, Sarila, **Hamirpur**, Uttar Pradesh
7. Kherwa, Naraini, **Banda**, Uttar Pradesh
8. Sonta Syodha, Naraini, **Banda**, Uttar Pradesh
9. Naugaon, Kulphahad, **Mahoba**, Uttar Pradesh
10. Budhaura, Kulphahad, **Mahoba**, Uttar Pradesh

Note: **One shed to be constructed at each site**

1. DELIVERY OF TENDER: THROUGH E-PROCUREMENT

Online Bids are invited from the interested firms under two bid systems for “C/o Organic Input Production Shed under PKVY Scheme” at above mentioned sites of Barabanki District, U.P. Manual bids shall not be entertained.

Tender documents may be downloaded from e-procurement website of CPP <http://eprocurement.gov.in/eprocurement/app> as per the schedule as given in Notice Inviting Tender.

- 2.** Two Bid system is applicable. Financial bids as per BoQ and Technical bid (Annexure- A (Part-1, 2, 3, &4)) should be submitted separately.

3. BID SECURITY OR EARNEST MONEY DEPOSIT (EMD)

- (i) An Earnest Money as mentioned against the item in the form of Demand Draft/Bank Guaranty from any of the Commercial Bank in favour of “**ICAR Unit CISH**”, payable at par at Lucknow is to be enclosed with the Tender/Quotation.
- (ii) If the quotation/Tender/Quotation is not accompanied by valid Earnest Money (where required) in the prescribed form, the Tender/Quotation shall be treated as NON BONAFIDE and shall not be considered for further evaluation and the bid will be rejected.

- (iii) Unsuccessful bidders bid security will be discharged/returned as promptly as possible without any interest.
- (iv) The successful bidder's bid security will be discharged/returned upon the bidder signing and accepting the contract and furnishing the performance security.
- (v) The EMD of the bidder(s) will be forfeited, if he withdraws at any stage after submitting tender and in case of successful tenderer, due to non fulfillment of any Term and condition of the tender before commencement of the work.
- (vi) Tender without EMD will be summarily rejected.

3. PERFORMANCE SECURITY

- (i) The contractor whose tender is accepted will be required to furnish performance guarantee of 10% of the tendered amount before commencement of work or 15 days of issue of work order, whichever is earlier. The guarantee shall be in the form of Demand Draft from any scheduled Banks only, drawn in favour of "**ICAR Unit CISH**" payable at Lucknow.
- (ii) The security will be forfeited in case of default in fulfilling any of the conditions of the tender at the discretion of Director, CISH, Lucknow.
- (iii) The security money will be refunded after six (06) months of completion of the contract without any interest.

4. PAYING AUTHORITY

The Director
ICAR-CISH, Rehmanckhera,
P.O. Kakori, Lucknow - 226101

5. PENALTY CLAUSE

- a) In case of delay in completion of the work, penalty will be levied at the rate of 0.5% of work value per week subject to maximum 10% of contract value.
- b) Any leftover material etc after completion of the work has to be removed by the contractor. Any such material found not removed within a reasonable time tantamount to penalty @ Rs. 100/- per day from the contractor.
- c) Efficiency is the essence of this contract. The contractor undertakes to provide the services set out above efficiently and maintain the standard of workmanship required from him under the contract. In case of failure to provide such services the contractor shall pay/ authorizes the Director ICAR-CISH to deduct the sum equivalent to the actual expenditure which should have incurred on job not-done or not properly done plus 10% as liquidated damages, from any payment due to the contractor.

6. DISPUTE RESOLUTION MECHANISM

If any dispute or difference arises between the purchaser and the supplier relating to any matter connected with the contract, both the parties shall make every effort to resolve the same amicably by mutual discussions. However, if the parties fail to resolve the dispute or difference by such mutual discussions within 30 days, either the tenderer or the Principal may give notice to the other party of its intentions to refer the same to arbitration. The arbitration shall commence thereafter. The arbitration shall be conducted by the sole arbitrator, who will be appointed by the Secretary, ICAR and the procedure to be followed in this respect will be as per the Indian Arbitration and Conciliation Act, 1966. The venue of arbitration shall be the

place from where the contract is issued.

7. MISLEADING INFORMATION

If the tenderer/tenderers deliberately gives/give any wrong information or suppresses/ any material facts or makes/make false representations in this tender or creates/create circumstances for the acceptance of his/their tender, ICAR-CISH reserves the right to reject such tender at any stage or cancel the order even after acceptance of the tender at the risk and cost of the tenderer/tenderers.

8. AWARD OF WORK

ICAR-CISH will notify the successful tenderer in writing by a registered letter/Fax/E-mail, that his tender has been accepted.

9. SIGNING OF CONTRACT

The successful tenderer has to sign the agreement on non-judicial stamp paper of value Rs. 100/- within 10 days from the receipt of offer of contract. The tenderer has to arrange the stamp paper on his own cost.

10. COMPLETION OF JOB

- i) The jobs shall be completed positively within 70 days from the date of the issue of work execution letter.
- ii) If the successful tenderer fails to complete the job without any reason within the stipulated time period as prescribed by ICAR-CISH against each job, penalty shall be charged as per rules mentioned in the "**Conditions of contract**".
- iii) The works must be completed within 70 days beyond scheduled period on liquidated damage failing which contract stand terminated at the risk & cost of the contractor.

11. OTHER INFORMATION

- i) Non-compliance with any of the conditions set forth here above is liable to result in the tender being rejected.
- ii) The tender documents are not transferable.

12. OTHER PROVISIONS

- i) Tenders will be issued to eligible contractors provided they produce definite proof from the appropriate authority, which shall be to the satisfaction of the Competent Authority, of having satisfactorily completed similar works as per given details:
 - a) Three any (civil works) each of value not less than 25% of estimated cost or two works each of value not less than 40% of estimated cost or one work of value not less than 70% of estimated cost in last 5 years ending last day of the month previous to the one in which the tenders are invited.
- ii) All rates quoted should be net in exclusive all taxes/duties etc and written both in figures and words.
- iii) Tenderer shall also work out the amount for each item of work and write in both figures and words.
- iv) Before quoting, the tenderers are requested to inspect the site to fully acquaint himself about the conditions with regard to accessibility of site, nature and extent of ground, working condition of site and locality including stocking of materials,

installations of tools and plants (T&P) etc, conditions affecting accommodations and movement of labourer etc. required for the satisfactory execution of the works. No claim whatsoever on such account shall be entertained by the Director, ICAR-CISH in any circumstances.

v) Quotation submitted should strictly comply with the following requirement:-

(a) Quotation should be signed in ink and duly stamped.

(b) If the quotation is submitted on behalf of the partnership firm, it must be signed either by all partners or person holding a valid power of attorney from the partners constituting the firm. The person signing the quotation on behalf of partner or on behalf of firm, shall attach with the quotation power of attorney or partnership deed or memorandum of article as the case may be and bound such other person or the firm as the case may be in all matters pertaining to the contract including the arbitration clause. Even in case of firm which have already granted power of attorney to an individual authorizing him to sign Tender/Quotation and contract documents on behalf of the firm and in pursuance which Tender/Quotations are being signed by such power as a routine a fresh power of attorney duly executed in his favour by all the partners of the firm stating specifically that person have authority of binding such partners as the case may be, including condition relating to arbitration clause should be submitted with the Tender/Quotation, unless such authority already been given to the person(s) concerned by the firm.

(c) The registration details of the firm as under may also be furnished failing the quotation is liable to be cancelled:-

vi) Attention is also invited that conditional Tender/Quotations are liable to be rejected. As such attachment of own conditions is not congenial in case of competitive Tender/Quotations. It is therefore informed that your quote/Tender/Quotation should be based solely on the conditions of the contract and other parts of the documents issued by Director, ICAR-CISH. Any quotation/Tender/Quotation which does not fulfill these essential requirements shall be considered "NON BONAFIDE" and will not be considered for acceptance.

vii) The Director, ICAR-CISH does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

viii) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

ix) Non-compliance with any of the conditions set forth here above is liable to result in the tender being rejected.

Sr. Administrative Officer

(To be returned duly accepted and signed)

GENERAL CONDITIONS OF CONTRACT

CLAUSE 1: EXECUTION OF CONTRACT DOCUMENT

The tenderer whose tender is accepted shall be required to execute the contract documents within 15 days from the date of issue of work order.

Every contract shall be completed in respect of the documents it shall constitute in the form of an agreement deed. Not less than 3 copies of agreement deeds shall be signed by the Competent Authority and the contractor and one copy given to the contractor. The agreement will be drawn on stamped paper of value Rs. 100/-. The contractor has to submit the stamp paper at his cost.

The tenderer shall quote his rates complying with the instructions contained in the tender documents and must tender for all items in the schedule by quoting his/her rate for the same. The items shown in the schedule are given as a guide and are approximate only and are subject to variation according to the needs of ICAR-CISH. The ICAR-CISH does not also guarantee work under each item of the schedule. No correspondence shall be entertained in this regard.

The tenderer shall keep the offer open for a minimum period of **90 days** from the date of opening of tender or the period extended further by mutual consent from time to time.

Works are required to be completed strictly within the time frame and date stipulated in the tender document.

The tenderer shall not take the advantage of any misinterpretation of the conditions due to typing or any other error/errors and if any doubt, shall bring such error/errors to the notice of CISH without delay.

CLAUSE 2: COMMENCEMENT OF WORK

- 2.1 The contractor shall commence the works on site within a period of **15 days** from the date of issue of letter of work award. Thereafter the contractor shall proceed with the works with due expedition to complete the works within the stipulated time period.

CLAUSE 3: TENDERED RATES

The tendered rates shall be exclusive of GST.

- 3.1 The contractor must visit the site and study the working conditions, site conditions and the quantum of work involved before quoting the rates for lump sum items. No claim of the contractor shall be entertained in under estimation of Lump sum items.

CLAUSE 4: LABOUR ACT

No contractor shall employ any person who is under the age of 18 years. Works-in-Charge is authorized to remove from work any person who is below 18 years.

The contractor shall pay fair and reasonable wages to the workmen employed by him. In the event any dispute arising between the contractor and his workmen on the ground that the wages paid are not fair and reasonable, the dispute shall be referred without any delay to the Director ICAR-CISH, Lucknow. The decision of the Director ICAR-CISH, shall be conclusive and binding on the contractor.

All facilities provided in the Contract Labour Act (Regulation and Abolition Act 1971) should be provided.

The contractor shall pay fair and reasonable wages as per the minimum wages act (Govt. of India/Govt. of Uttar Pradesh) prevailing in the locality.

The contractor shall duly comply all provisions of Contract Labour Act (Regulation and Abolition, 1971) as applicable in state of Uttar Pradesh, and amended from time to time and all other statutory provision concerning payment of wages particular to the workmen employed on the site.

CLAUSE 5: SAFETY OF THE WORKERS

The contractor shall be responsible for injuries caused to the workmen at the site of work and shall pay any compensation to his workmen under the Workmen's Compensation Act 1923 (VIII of 1923).

The contractor shall be responsible for and shall pay the expenses or providing any medical aid to any workman who may suffer bodily injury as a result of an accident.

The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of workers employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with following regulations in connection therewith.

- (a) The workers shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.
- (b) When work is carried on in proximity to any place where there is risk or drawing all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for prompt rescue of any person in danger.
- (c) Adequate provisions shall be made for first aid treatment of all injuries likely to be sustained during the course of work.

CLAUSE 6: MODE OF PAYMENT

The payment will be made only after successful completion of the entire job. The contractor should submit the final bill within 15 days after completion of the work and same will be paid within a month, if it is in order.

Part payment or Running bill is not accepted No correspondence shall be entertained in this regard.

On completion of the work, the contractor shall furnish a report to this effect to the designated officer of the institute, who will certify for satisfactory completion of the work. But no such certificate shall be given nor shall the works be considered to be completed until the contractor shall remove all the rubbish, surplus material, all scaffolding etc. from the premises. The bill forwarded by the contractor shall be considered for payment only after obtaining the certificate as described above.

The contractor needs to provide details of his Bank account along with Bank Name, Branch details, IFSC code etc for making payment by the institute.

CLAUSE 7: TECHNICAL SPECIFICATIONS

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards material and every other aspect in strict accordance with specifications as mentioned in the tender document against each job.

Every effort has been made to give detailed specifications for each and every item in the schedule. However, wherever specifications mentioned by ICAR-CISH are not

sufficient, the works should be carried out as per CPWD technical specification and works manual with latest correction slip.

In general, all the works should be carried out conforming to ISI test standards and specifications. All the materials used in construction shall confirm to the requirement of latest IS specifications.

The Director shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the authorized Official from ICAR-CISH and such alteration shall not invalidate the contract. Payment of such additional works which are not included in the quantities and rates of original tender schedule shall be made on the basis of CPWD/DSR rates and procedures. Where, the work is to be executed according to the designs, drawing and Specifications recommended by the contractor and accepted by the Competent Authority of ICAR-CISH, the alterations above referred to shall be within the scope of such designs, drawings and specifications appended to the tender.

The successful tenderer should make own arrangement to obtain all materials required for the work like cement, sand, water, electricity, painting material approved by The Director ICAR-CISH, etc.

In all cement involved works 53 grade cement (Ambuja/Birla/L&T/Ultratech etc.) to be used.

CLAUSE 8: UNSATISFACTORY AND DEFECTIVE WORKS

Defective work is liable to be rejected at any stage. The contractor on no account can refuse to rectify the defects. No extra payment shall be made for rectification.

If the progress of any particular portion of the work is unsatisfactory, the Director ICAR-CISH shall notwithstanding that the general progress of the work, be entitled to take action after giving the contractor 10 days notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

CLAUSE 9: INCOMETAX & WORK CONTRACT TAX DEDUCTION

9.1 TDS (Tax Deducted at Source) will be deducted as per the prevailing rules and regulations of Income Tax Department.

CLAUSE 10: DAMAGES TO GOVT. PROPERTY

Compensation for all damages done intentionally or unintentionally by contractor's labour whether within or beyond the limits of Govt., property including any damage caused by spreading of fire, shall be estimated by the Estate Officer subject to the decision of the Director, ICAR-CISH, shall be final and the contractor shall bound to pay the amount of the assessed compensation on demand, failing which, the same will be recovered from the bill of the contractor.

The contractor shall be responsible for making good the damages done to the existing property or work during construction by his men.

CLAUSE 11: SUPERVISION AND INSPECTION OF WORKS AND QUALITY CONTROL

(a) SUPERVISION

The contractor shall either himself supervise the execution of the works or shall appoint the competent technician, to act on his behalf. If in the opinion of the Estate Officer, the contractor himself has not sufficient knowledge and experience of receiving instructions or cannot give his full attention to the works, the contractor shall at his own expenses, employ his accredited agent or a qualified technician. If the contractor fails to appoint a suitable agent, the Director ICAR-CISH reserves the right to suspend the works until a suitable agent is appointed and the contractor shall be responsible for the delay so caused to the works and the contractor shall not be entitled for any compensation on this behalf.

(b) INSPECTION

The contractor shall inform the Estate Officer in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without affecting the further progress of the work. The work shall not be considered to have been completed in accordance with the terms of contract until the Estate Officer shall have certified in writing to that effect. Approval of materials of workmanship of approval of part of the work during the progress of execution shall not bind the Estate Officer or in any way affect him even to reject the work which is alleged to be completed and suspend the issue of his certificate of completion until such alterations and modifications or reconstructions have been effected at the cost of the contractor as shall enable him to certify that the work has been completed to his satisfactions. The contractor shall provide at his cost necessary ladders and such arrangements as to provide necessary facilities and assistance for proper inspection of all parts of the work at his own cost.

CLAUSE 12: SAMPLES AND TESTING OF MATERIALS

All materials to be used on the work shall be got approved in advance from the Works-in-Charge and shall pass the test or analysis required by him which will be;

- (a) As specified in the specification for the items.
- (b) I.S.I. specifications for the items.
- (c) Such recognized specifications acceptable to Works-in-Charge as equivalent thereto or in absence of such authorized specification. Such requirement test and/or analysis as may be specified by the Works-in-Charge in order of precedence given above.
- (d) The contractor shall at his risk and cost make all arrangements/or shall provide for all such facilities as the Works-in-Charge may require for collecting, preparing required number of samples for tests or analysis at such time and to such places as may be directed by Works-in-Charge and bear all such charges. Such samples shall also be deposited with the Works-in-Charge.
- (e) The contractor shall, if and when required, submit at his cost the samples of the materials to be tested or analyzed and if so directed, shall not make use of incorporate in the works nay material to be represented by the samples until the required test or analysis have been made and the materials finally accepted by the Works-in-Charge.
- (f) The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measure required to be taken on account of and as a result of testing of the materials.
- (g) In case of materials procured by the contractor, testing as required by the codes and specifications shall be arranged by him at his own cost. Testing shall be done in the presence of authorized representative of the Works-in-Charge at the nearest

approved laboratory. In addition testing other than as required by specification is ordered the testing charges, shall be done the Department, if the last results are satisfactory and by the contractor if the same are not satisfactory.

CLAUSE 13: CLAIMS

No extra work shall be done without the written permission of Works-in-Charge. No claim of extra work shall be paid separately.

Claims for any extra work shall be registered **within 30 days of occurrence** of the event along with first and final bill. No separate bill shall ever be made for any additional or extra works done. ICAR-CISH shall not be responsible if the contractor executes any extra work without written order.

CLAUSE 14: FORCE MAJEURE:

- i. Notwithstanding the provisions of GCC clause 22, 23 and 24, the contractor/supplier shall not be liable for, forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- ii. For purpose of this clause, “Force Majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- iii. If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier 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.

CLAUSE 15: OTHER CONDITIONS

No work shall be done on Sunday and other holidays without the prior permission in writing of the Estate Officer.

Any contractor who does not accept these conditions shall not be allowed to tender for works.

The contractor shall not sublet or assign his contract to others.

Except where otherwise specified in the contract the decision of the Director, ICAR-CISH, Lucknow, shall be final and binding on all parties of the contract upon all questions relating to the meaning of the specifications, designs, drawings, etc or as to any other question, claim, right, matter, or thing whatsoever, in any way arising out of, or relating to the contract, design, drawing, specifications, etc. or otherwise concerning the works, or the execution, or failure to execute the same, whether arising during the progress of the work, or after the completion, or abandonment thereof.

If the contractor stops the work in between due to his personal reasons, financial grounds, etc, for more than ten days after the commencement of works, the competent authority of ICAR-CISH shall issue a notice to the contractor to this effect. The contractor has to start the works within seven days from the date of receipt of the notice, failing which the contract will be terminated, and the works will be executed by some other party at the risk and cost of the contractor. The decision of the Director, ICAR-CISH, Lucknow will be final in this regard without prejudice to any other rights or remedies whatsoever.

The services envisaged under the present contract shall be rendered by the contractor under the continuous monitoring and supervision of one or more specifically designated officials of Central Institute for Subtropical Horticulture, Lucknow.

If any statutory regulations or bye-laws come into force after submission of the bids, which cause additional or reduced cost to the contractor in the execution of the contract, such additional or reduced cost (except which are covered in cost indices) shall be added or deducted from the contract price.

No other costs, charges, wages dues and compensation whatsoever to staff, employees or other persons engaged by the contractor shall be payable by Central Institute for Subtropical Horticulture, Lucknow or shall be claimed by the contractor from Central Institute for Subtropical Horticulture Lucknow for the services required to be rendered by the contractor over and above the said contractual payment.

No trade tax/ sales tax or any other form will be issued by the department. The contractors quoted rates shall separately show all taxes, Octroi, excise duty etc. as applicable and issued by State Govt./ Central Govt.

The staff employed by the contractor for rendering the services as contracted will be the employees of the contractor and will be on his pay rolls and they shall receive instructions from the contractor for their duties to be carried out by them and for effective discharge of the aforesaid duties Central Institute for Subtropical Horticulture, Lucknow will in no way be responsible for these labourers deployed by the contractor.

Signature of contractor with Seal & Date



Annexure A(Part-2)

Technical compliance Statement

Sl. No.	Check List	Details
1.	Name of the firm	
2.	Office organization of company giving information regarding office set up, Telephone, Fax, E-mail, Computer, Etc.	
3.	PAN /GST details with latest Income tax returns last three year.	
4.	Valid Registration certificate (CPWD/PWD/MES/BSNL/ Any other Govt, department).	
5.	Experience certificate -Three any (civil works) each of value not less than 25% of estimated cost or two works each of value not less than 40% of estimated cost or one work of value not less than 70% of estimated cost in last 5 years ending last day of the month previous to the one in which the tenders are invited.	
6.	Deposit receipt of Earnest Money (DD No, Bank Name, Date of DD etc.)	
7.	The firm providing A-Certificate on letter head regarding in witness firm black listed (Certificate /undertaking to the effect that the firm is neither blacklisted by any other government department nor any criminal cases is registered against the firm. This should be given on company's own letter head.)	

Signature of contractor with Seal & Date

Important: Please attach relevant copies of the certificates as above, duly signed on each page by the contractor.

To be filled & signed by the Company and return with technical bid

Annexure-A (part 3)

To:

The Director
ICAR-Central Institute for Subtropical
Horticulture, Rehmankhera, Kakori, Lucknow -
226 101 (U.P.)

Dated:

Ref.: Open Tender Notice no. & date:

“Construction of Organic Input Production Shed under PKVY Scheme”

Sub: Certificate of Bid Participation and Acceptance of terms of the tender reg.

Sir,

We agree to execute/supply the work as referred in tender notice. We confirm that the same will meet the description, specifications and other technical details as required in the tender enquiry.

We agree to all other terms & conditions of your tender enquiry including the terms of delivery, period of delivery and warranty provision. (Annexure)

We have furnished all the information, as required in the tender enquiry and attached the relevant documents.

(In case a tenderer desires to put some additional/modified stipulations, term & conditions etc. the same may be clearly indicated).

We also confirm that our offer will remain valid for acceptance for 90 days from the date of opening of tender.

.....

(Signature, name and designation of the authorized executive of the tendering firm).

For and on behalf of.....

(Name and address of the tendering firm)

.....

Annexure B (Financial Bid)

PRO-FORMA FOR PRICE BID FILLING in B.O.Q Online only

Name of Work : Construction of Organic Input Production Shed under PKVY Scheme

To,

The Director,
ICAR-CISH, Rehmankhera,
P.O. Kakori, Lucknow-226 101

Sir,

We have gone through the term and condition of the tender for the above-named work and have inspected the site where the Works are to be carried out. We offer to execute and complete the Works, in conformity with this Tender, which includes all these documents for the Fixed Price Lump-Sum of:

Sr. No.	Name of Work	Specification/ Design	Required Quantity	Rate per unit	Total Rs.
1.	Construction of Organic Input Production Shed	Please refer Annexure- P Q & R attached in the Technical Bid documents	10		
	Sub Total Rs.				
	GST (Rs.)				
	Grand Total (Rs.)				

(Total Rupees in words): _____

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature of contractor with Seal

Address:

Mobile No.:

E-mail:

Date:

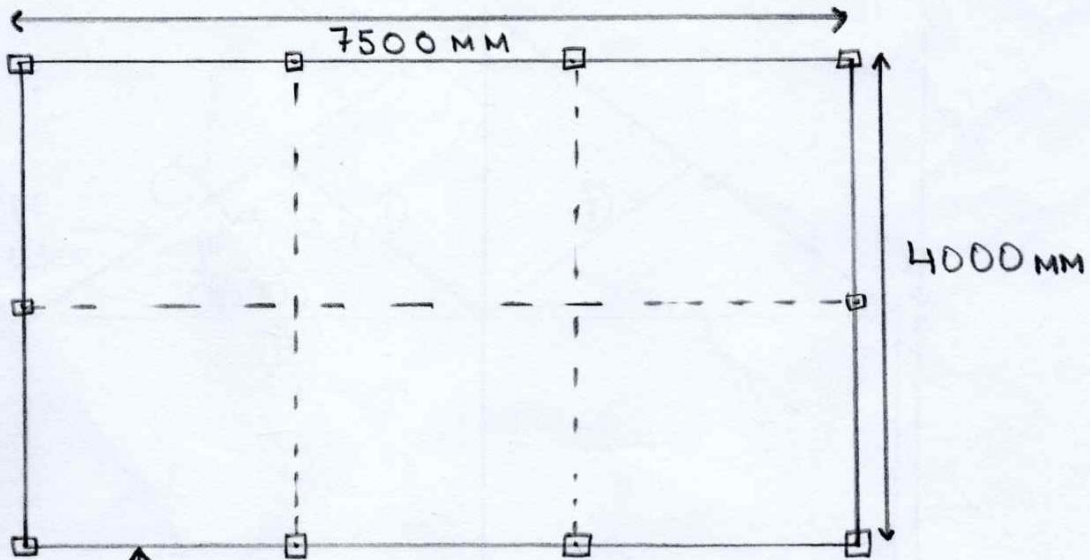
Note: Scope of work given in the tender document is tentative.

Annexure-P

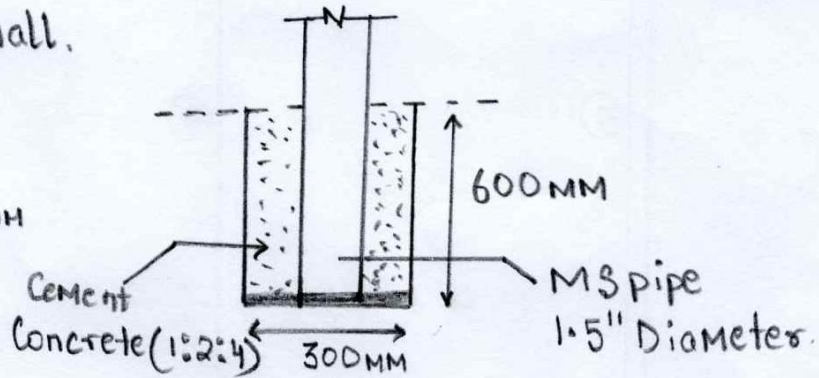
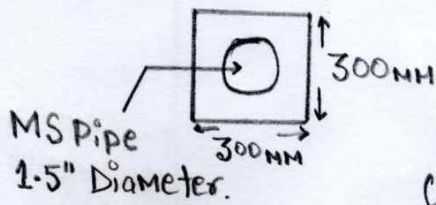
Scope/Design of Work

Estimate of organic input production shed	
Name of the work: The shed for organic input	
S.No	Particulars
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 getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. All kinds of soil.
2	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.
3	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, sunken floor etc., up to floor five level, excluding the cost of centering, shuttering and finishing: 1:2:4 (1 cement : 2 coarse sand (zone-III) : 4 graded stone aggregate 20 mm nominal size).
4	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in super structure above plinth level up to floor V level in all shapes and sizes in :1 Cement mortar 1:4 (1 cement : 4 coarse sand)
5	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete. Electric resistance or induction butt welded tubes
6	Providing reinforced by organic fibres and/or inorganic synthetic fibres cement 6 mm thick corrugated sheets (as per IS: 14871) roofing up to any pitch and fixing with polymer coated J, or L hooks, bolts and nuts 8 mm dia. G.I. plain and bitumen washers or with self drilling fastener and EPDM washers etc. complete (excluding the cost of purlins, rafters and trusses), including cutting sheets to size and shape wherever required.
7	Providing and fixing ridges and hips in fibre cement reinforced by organic fibres and/or inorganic synthetic fibres roofing with suitable fixing accessories or self drilling fastener and EPDM washer etc. complete. Corrugated serrated adjustable ridges
8	12 mm cement plaster of mix :1:6 (1 cement: 6 coarse sand)
9	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade: Two or more coats on new work.
Note - Base plan, foundation details and front view of structure attached with this estimate.	

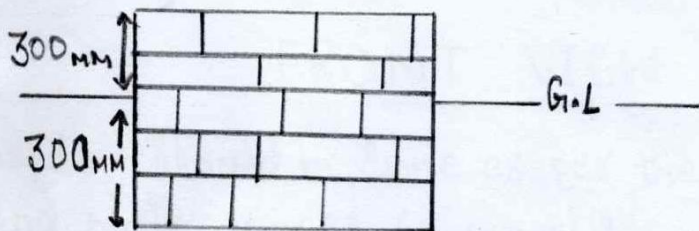
Base Plan



9" Brick Wall.

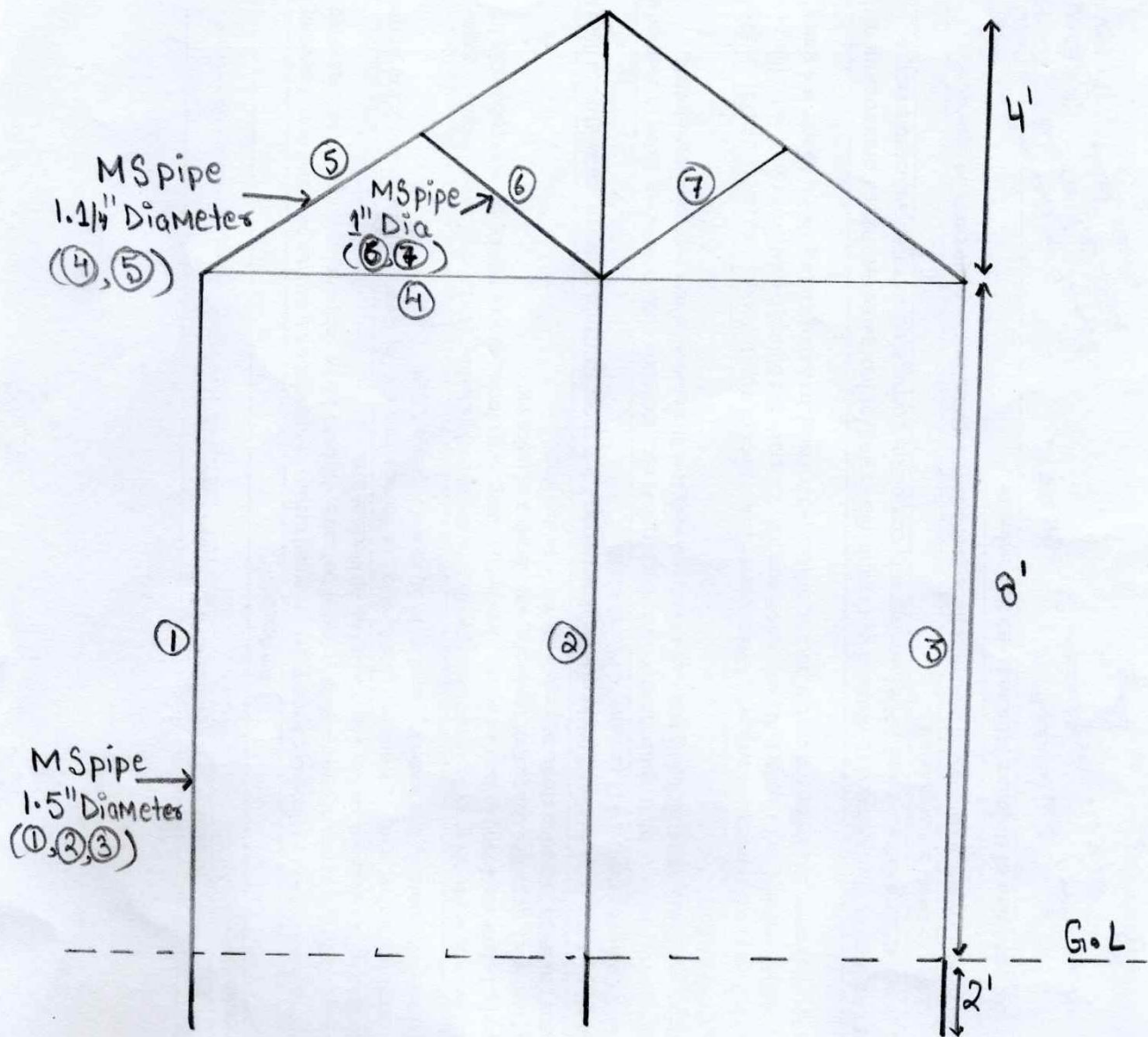


Foundation



9" Brick Wall

R₂



FRONT VIEW

Note: Welding should be done as per the pipe specification and Major places 6mm weld.