



भा.कृ.अनु.प - भारतीय बीज विज्ञान संस्थान

ICAR - Indian Institute of Seed Science

पोस्ट - कुशमौर, मऊ (उ.प्र.) २७५१०१. Post- Kushmaur, Mau-275101(U.P.)

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भाकृअनुप  
ICAR

NOTICE INVITING E-TENDER. NO-4/Works

Name of work: Construction of shed for storage of oil at ICAR-IIS, Mau.



**Employer: ICAR-INDIAN INSTITUTE OF SEED SCIENCE**

**VILLAGE & POST - KUSHMAUR, MAU (U.P.) - 275103**



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F.No.- 32/ISS/2018-19/Estate-03/1040

Dated :26.09.2020

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F.No.-32/IISS/2018-19/Estate-03/1040

Date: 26.09.2020

**NOTICE INVITING E-TENDER. NO-2/Works**

The Director, ICAR- Indian Institute of Seed Science, Mau invites on line E- Tenders from approved and eligible contractors by e- tendering process for the following work:-

S. No	NIT NO.	Name of work & Location	Estimated cost put to tender	Tender Fees (Rs.)	Earnest Money deposit	Period Of Completion	Starting Date & Time of Submission of e-tender and other documents as specified in the tender	Closing Date & Time of Sub-mission of e-tender and other documents as specified in the tender
1	04/Works	Construction of shed for storage of oil at ICAR-IISS, Mau.	75346/- (Seventy Five Thousand Three Hundred and Fouty Six Only)	1000/- (One Thousand Only)	3800/- (Three Thousand Eight Hundred Only)	45 days (Fourty Five Days only)	26.09.2020/05.00 P.M.	15.10.2020/05.00 P.M.

1. The intending bidder must read the terms and conditions carefully. He should submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and instruction for bidders posted on website shall form part of bid document.
3. The bid document consisting of plans, Specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website [www.seedres.in](http://www.seedres.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in) free of cost.
4. Only on-line bids through bids through NIC's e-procurement portal (CPMP) shall be accepted.

(*Sudhakar Sriyastava*)  
Assistant Administrative Officer

Copy-

1. I/C ARIS Cell for uploading of Tender documents on Institute website.
2. Vigilance Officer, IISS, Mau.
3. Finance & Account Officer, IISS, Mau
4. Guard file.

## **INSTRUCTION TO BIDDERS (ITB)**

**General:** All bidders must note that this being E-tender, bids received only through E-tendering portal [www.eprocure.gov.in](http://www.eprocure.gov.in) shall be considered as an offer. **Any bid submitted in paper form will not be received and opened and shall be summarily rejected.**

**Further, following instructions should be noted by bidders. Bid Document obtaining process:**

- ❖ Bidders who wish to view free notification and tender documents can visit ICAR- IISS website [www.seedres.in](http://www.seedres.in) or central procurement portal [www.eprocure.gov.in](http://www.eprocure.gov.in) .
- ❖ Interested bidders who wish to participate should visit website [www.eprocure.gov.in](http://www.eprocure.gov.in) . Which is the ONLY website for bidding their offer Further, the procedure is as follows:
- ❖ Register yourself with Central government e-procurement portal for obtaining Login ID and Password. This is one time exercise and applicable for bidding other tenders also.
- ❖ Obtain Class- III Digital Signature Certificate from any digital signature issuing authority.
- ❖ Using the Login ID, password and digital signature, enter the tender portal to view the tender document.
- ❖ The bidder can download the tender document from the website: [www.eprocure.gov.in](http://www.eprocure.gov.in)
- ❖ The tender document shall be submitted in online mode through website [www.eprocure.gov.in](http://www.eprocure.gov.in)
- ❖ Bidder must submit the offer before the online closing date & time. The website will automatically stop accepting the offer after online closing date and time.
- ❖ Bidder can change quoted rates any time before of closing date & time. This tender being E-tender, the digital signature certificate obtained from approved Controller of Certificate Authorities (CCA) shall only be considered as authentic. The process of obtaining digital signature has been specified above.
- ❖ Tendered should submit the original Demand drafts for Tender fee and EMD amounts to the institute before last date & time of receiving e-tender and get the receipt for the same. In case Tender fee and EMD are not received on or before the last date, the offer may be liable to be rejected. Tender fee and EMD amount shall be submitted only through offline mode by Demand draft.

## **ONLINE SUBMISSION OF BIDS**

- Online Bid Submission Procedure

**Tender fee & EMD:** Bidders has to submit Tender fee & EMD offline through Demand draft.

### **Submission of Technical Bid:**

- A. Technical supporting documents as per Technical bid checklist (Annexure-III) to be scanned in pdf format and uploaded on the website.
- B. Technical supporting documents including Original Demand drafts in physical form shall be submitted to ICAR-IISS before due date and time and obtain the receipts/acknowledgement for the same.

### **Submission of Financial Bid:**

Download the attached blank Financial Bid, **fill up the Blank space save the details. Do not change the file name. Then upload the Financial Bid in the given link.** Do not upload the scan copy of "Financial Bid" such as pdf or jpg file in document library again.

### **Modification and withdrawal of bids:**

The bidder may modify or with draw his bid after submitting the same prior to the Deadline prescribed for submission of bids.

Bid cannot be modified subsequent to the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder in the bid form. Withdrawal of bid during this interval may result in forfeiture of the bidder's bid security.

## **SECTION-1**

### **GENERAL INSTRUCTIONS TO THE TENDERER**

#### **1.1.0 GENERAL**

The work is to be executed for the benefit of ICAR-IISS, Mau-275103

#### **1.2.0 SITE VISIT**

The tendered is advised in his own interest to visit/examine the site of work before submission of his tender. He may obtain all relevant information that may be necessary for preparation of the bid.

#### **1.3.0 TENDER DOCUMENT**

**1.3.1** The tendered requiring further information or clarification on the tender document may contact the ICAR-IISS, Mau, up to the closing date during office hours only.

**1.3.2** The tendered must fill their rates in the financial bid form and upload. In Technical bid format please upload all the documents as per Technical check list (Annexure-III). Incomplete tenders submitted which are not as per the instructions are liable to be rejected.

**1.3.3** Tendered may also download the tender documents from ICAR-IISS website [www.seedres.in](http://www.seedres.in) or CPP portal web site: [www.eprocure.gov.in](http://www.eprocure.gov.in) and upload & submit the e-tender as per the instruction on [www.eprocure.gov.in](http://www.eprocure.gov.in)

#### **1.4.0 MANNER OF SUBMISSION OF E- TENDER**

**1.4.1** The two bid system containing 1) Technical Bid cover 1 which contain technical supporting documents as per the technical checklist (Annexure-III) required to qualify in the technical evaluation, the scanned documents ( in pdf format) shall be uploaded on the website one by one during submission 2) Financial bid cover 2 (BOQ.xls) (Which contain BOQ & Schedule of work (in xls format) shall be filled on the blank space with name of bidder with address and percentage of rate etc. and uploaded on the web site : [www.eprocure.gov.in](http://www.eprocure.gov.in), without changing the file name.

#### **1.4.2 Technical Bid Cover 1 (Will be opened on the opening day)**

Technical Bids cover 1 containing technical supporting document shall be opened first on opening day and bid without necessary of document may liable to be rejected during opening time or during technical evaluation.

### **1.4.3 Financial Bid Cover 2: (Only bids of qualified bidders who is qualified in the Technical evaluation process will be opened on later date.)**

Financial bid comprising of Microsoft excel file named "BOQ-----xls." This contains the pages of bill of Quantities and schedule of work showing the blank spaces on last below for filling rates and amounts. The same shall be uploaded for tender submission before last date and time. This should be kept confidential and not to be scanned and uploaded along with documents for technical bid.

### **1.5.0 SIGNING OF DOCUMENT**

All pages of e- tender document including various annexure and Agreement shall be signed and stamped in the physical form by successful bidder on intimation.

### **1.6.0 EARNEST MONEYDEPOSIT (EMD)**

1.6.1 The tenderer shall pay Earnest Money Deposit along with the tender the sum as indicated in the section-III, in offline form (D.D to be drawn in favor of Director, ICAR-IISS, Mau).

1.6.2 The Earnest money of the tendered shall be forfeited to ICAR-IISS without prejudice to any other rights or remedies.

- a) If the tendered withdraws his tender during the period of tender validity specified in the tender document.
- b) If, after acceptance of his tender, the tendered fails to take up the job.
- c) If, the tendered fails to sign the contract in accordance with the terms and conditions of the contract.
- d) If, after acceptance of his tender, the tendered fails to furnish the performance Guarantee.
- e) If, after acceptance of his tender, the tendered fails to commence the work within seven days after receipt of work order to that effect.

1.6.3 The tenders received without the EMD in the prescribed form shall be rejected.

### **1.7.0 PERIOD OF VALIDITY OF TENDER**

The tender shall remain valid for 90 days after the date of opening.

### **1.8.0 CARE TO BE TAKEN DURING SUNMISSION OF E-TENDER**

1.8.1 The e-tender duly filled in all respects must be submitted on [www.eprocure.gov.in](http://www.eprocure.gov.in) not later than stipulated time and date as mentioned in section-III.

### **1.9.0 OMISSION AND DECREPANCIES**

Should a tendered find discrepancies in or omissions from the drawings or any of the tender documents or should be in doubt as to their meaning, he should at once notify the authority inviting the tenders. Who may send a written instruction to all the tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful tendered shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account.

### **1.10.0 OPENING OF THE TENDER**

At the intimated time and date the E- tenders received shall be opened. First the technical bids will be opened in the presence of the intended tenderers and put to evaluation of verification of the eligibility of the bidders and financial bids of only technically qualified bids found during the evaluation of Technical bids will be opened at the later date, which will be intimated to technically qualified bidders. If the opening date is declared a holiday the tenders will be opened on the next working day of the same time.

### **1.11.0 CANVASSING**

Any effort by the tendered to influence the representatives of ICAR-IISS in making the decision in respect of tender evaluation or award of contract will result in rejection of the e- tender.

### **1.12.0 RIGHT OF ICAR – IISS TO DEAL WITH TENDERS**

The director, ICAR – IISS, Mau reserves the right to accept or reject any e-tender or all the e-tender at any time prior to award of contract without assigning any reasons whatsoever and no correspondence shall be entertained in this regard.

### **1.13.0 MISLEADING INFORMATION**

If the tenderer deliberately gives/give any wrong information or suppresses/any material facts of makes/ make false representations in this tender or creates/create circumstances for the acceptance of his / their tender. ICAR-IISS 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 tendered/ tenderers.

### **1.14.0 AWARD OF WORK**

ICAR-IISS will notify the successful tendered in writing by a registered letter to confirm that his tender has been accepted.



### **1.15.0 SIGNING OF CONTRACT**

The successful tendered has to sign the agreement on non-judicial stamp paper of value Rs. 100/- within 15 days from the receipt of offer of contract. The tendered has to arrange the stamp paper at his cost.

### **1.16.0 PERFORMANCE GUARANTEE**

**1.16.1** The successful tender has to pay 10% of the tendered amount as performance Guarantee in the form of Demand Draft payable to "ICAR UNIT IISS MAU" before commencing the work.

**1.16.2** Performance Guarantee shall be treated as security deposit after completion of work and shall be refunded after 180 days from the date of successful completion of the job.

### **1.17.0 COMPLETION OF WORK AND PENALTY FOR DELAY IN COMPLETION**

**1.17.1** All the work items as per the enclosed shall be completed positively on or before the prescribed completion period as indicated in section- III.

**1.17.2** Any willful delay on the part of the contractor in completing the construction within the stipulated period will render him liable to pay liquidated damages @ 1.5% of the tendered amount per month of delay to be computed on per day basis will be charged and deducted from payments due to him. The ICAR-IISS may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 2% of the contract amount ( Note : The amount of liquidated damages per day should be determined at 0.05% of the contract value of the works ).

### **1.18.0 OTHER INFORMATION**

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

**1.18.2** The tendered works are not to be subletting to other contractor which will leads to cancellation of contract.

## **SECTION- II**

### **GENERAL CONDITIONS OF CONTRACT**

#### **CLAUSE1: EXECUTION OF CONTRACT DOCUMENT**

- 1.1 The tendered whose tender is accepted shall be required to appear at the ICAR-IISS office in person to execute the contract documents after receipt of work order.
- 1.2 Every contract shall be completed in respect of the documents it shall constitute.
- 1.3 The tenderer shall quote his rates complying with the instructions contained in the tender documents. The items quantities shown in the tender schedule are given as a guide and are approximate only and are subject to variation according to the needs of ICAR-IISS. The ICAR- IISS does not also guarantee work under each item of the schedule. No correspondence shall be entertained in this regard. The quoted rates should be inclusive of all cost of materials, labor charges, carriages, storage, watch and ward, wastages etc. The quoted rates shall not be increased under any circumstances.
- 1.4 The tender shall keep the offer open for a minimum period of 90 days from the date of opening of tendered the period extended further by mutual consent from time to time.
- 1.5 Works are required to be completed strictly within the time and date stipulated in the tender document.
- 1.6 The tendered 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 the ICAR- IISS without delay.

#### **CLAUSE2: COMMENCEMENT OF WORK**

The contractor shall commence the works on site as per the date mentioned in work order. Thereafter the contractor shall proceed with the works with due expedition to complete the works within the stipulated time period.

#### **CLAUSE 3: TENDERED RATES**

- 1.1 The tendered rates shall be exclusive of all taxes and cases, and also exclusive of tax levied in respect of work contract under provision of GST.
- 1.2 The rates quoted by the contractor must be exclusive of GST. No extra payment on this account will be made to contractor. The quoted rates must be valid for 90 days from the date of opening of tender.
- 1.3 The contractor must visit the site and study the working 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.
- 1.4 The quantities of work items may increase or decrease at the time of executive of work.

## CLAUSE 4: EARNEST MONEY DEPOSIT

- 1.1 Earnest Money deposit Original Demand draft shall be submitted to Institute before due date and obtain the receipt for the same & scanned copy of receipt may be uploaded in the e-tender, the, the tenderer who do not deposit the EMD in the form shall summarily rejected. The tenderer who deposit EMD less than the prescribed amount shall be rejected.
  - 1.2 The Firmest money deposit Demand drafts of the Unsuccessful tendered will be returned to the bidders on deciding about acceptance or otherwise of the tender, or Expiry of the period of tender validity, whichever is earlier (minimum 10- 15 days and maximum up to the completion of tender validity period).
  - 1.3 The Earnest money of the tendered shall be forfeited to ICAR- IISS without prejudice to any other rights or Remedies.
- (a) If the tender withdraws his tender during the period of tender validity specified in the tender document.
  - (b) If, after acceptance of his tender, the tendered fails to take up the job.
  - (c) If, the successful tendered fails to sign the contract in accordance with the terms and conditions of the contract.
  - (d) If, after acceptance of his tender, the successful tendered fails to furnish the required amount of performance Guarantee.
  - (e) If, after acceptance of his tender, the successful thundered fails to commence the work within seven days from the date of receipt of work order to that effect.
  - (f) **CLAUSE5: PERFORMANCE GUARANTEE (PG)/SEURITY DEPOSIT (SD)**
    - 1.1 The successful tendered has to deposit an amount equal to 10% of the tendered value, in the form of crossed Demand Draft drawn in favor of "ICAR UNIT IISS Mau', towards performance guarantee after receiving the work order.
    - 1.2 Commencement of work shall be permitted only after the receipt of performance guarantee. The performance Guarantee will be treated as Security Deposit after completion of work.
    - 1.3 If the successful tendered fails to deposit the performance guarantee within 15 days from the date of receipt of work order, it will be presumed, that, the contractor is not interested in the contract and the offer of contract shall be cancelled and the EMD of the contractor will be forfeited.
    - 1.4 If any time before the performance Guarantee/ security deposit or any part thereof is refunded to the contractor, it shall appear to Director/Estate Officer, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of quality inferior , to that contracted for , or are otherwise not in accordance with the contract it shall be lawful for the Estate officer intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials a articles complained of may have been inadvertently passed , certified and paid for , the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require. or if so required, shall remove the materials or articles so specified and

provided & other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Estate Officer in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days during which the failure so continues and in the case of any such failure the Estate Officer may rectify or and remove, re- execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Estate Officer consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

- 1.5 The performance Guarantee/ Security Deposit shall be released after 180 days from the date of successful completion of the job.
- 1.6 If the contractor fails to rectify the defects even after the receiving written instructions from ICAR - IISS such works shall be done departmentally and the expenditure shall be deducted from the security deposit of the contractor.

#### **CLAUSE 6: LABOUR ACT**

- 1.1 No contractor shall employ any person who is under the age of 18 years. Director is authorized to remove from work any person who is below 18 years.
- 1.2 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-IISS, Mau. The decision of the Director, ICAR- IISS, Mau, shall be conclusive and binding on the contractor.
- 1.3 All facilities provided in the contract labour act should be provided (Regulation and Abolition Act 1971)
- 1.4 The contractor shall pay fair and reasonable wages as per the minimum wages act (Govt. of India).
- 1.5 The contractor shall duly comply all provisions of contract labour act (Gov-1) all other relevant status and statutory provision concerning payment of wages particular to the workmen employed on the site.

#### **CLAUSE 7: SAFETY OF THE WORKERS**

- 1.1 The contractor shall be responsible for and shall pay any compensation to his workmen under the workmen's compensation act 1923 (VIII of 1923) (hereafter call the said act) for injuries caused to the workmen.
- 1.2 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.
- 1.3 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.

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.

- (a) 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.
- (b) Adequate provisions shall be made for first aid treatment of all injuries likely to be sustained during the course of work.

## **CLAUSE 8: MODE OF PAYMENT**

**8.1** The payment of Final bills will be made as per the certificate of Estate Officer

Releasing the bills against the work items completed and measured by him. The contractor should submit his bills as per the directions of the Estate Officer and same will be paid within a month if it is in order i.e.

- 1) 1st R.A. Bill admissible only after completion of 75% of the work order amount, for which 50% of the tender amount will be, released against the R.A. bill above.
- 2) 2<sup>nd</sup> & Final Bill admissible only after 100% completion of work accompanied by completion Certificate from Estate Officer for which remaining balance amount will be released.

**1.2** On Final completion of the work the contractor shall be furnished with a certificate by the Estate Officer of such satisfactory completion. But no such certificate shall be given nor shall the works be considered to be complete until the contractor shall have removed 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.

**1.3** All payments for the work will be made through E transfer only. The contractors shall provide correct Bank details along with bill itself.

**1.4** Regarding all payments, inquiry shall be made only to the Director, IISS.

## **CLAUSE 9: TECHNICAL SPECIFICATIONS**

**9.1** 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 respect in strict accordance with specifications as mentioned in the tender document against each job.

**9.2** Every effort has been made to give detailed specifications for each and every item in the schedule, how wherever specifications mentioned by ICAR- IISS are not sufficient, the works should be carried out as per CPWD technical specification and works manual with latest correction slip.

**9.3** 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 Director 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 Delhi schedule (2016) rates and producers. Where, however, 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-IISS. The alterations above referred to shall be within the scope of such designs, drawings and specifications appended to the tender.

9.4 The successful contractor shall make his own arrangement to obtain all materials required for the work like cement, sand, water, electricity, etc.

#### **CLAUSE 10: UNSATISFACTORY AND DEFECTIVE WORKS**

- 1.1** Defective work is liable to be rejected at any stage. The contractor on no account can refuse to rectify the defects merely on reasons that the further work has been carried out. No extra payment shall be made for rectification.
- 1.2** If the progress of any particular portion of the work is unsatisfactory, the Director shall notwithstanding that the general progress of the work, be entitled to take action after giving the contractor 10 day notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

#### **CLAUSE II: INCOMETAX DEDUCTION**

**11.1** TDS (Tax Deducted at Source) will be as per prevailing rules and regulations of Income Tax Department.

#### **CLAUSE 12: ELECTRICITY AND WATER**

**12.1** The contractor has to make his own arrangements for water and electricity as far as possible.

#### **CLAUSE 13: DAMAGES TO GOVT. PROPERTY**

**13.1** Compensation for all damages done intentionally or unintentionally by contractor's =

labor whether in 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-IISS, on appeal 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.

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

## **CLAUSE 14: SUPERVISION AND INSPECTION OF WORKS AND QUALITY CONTROL**

### **(a) SUPERVISION**

The contractor shall either himself supervise the execution of the works if in the opinion of the Director the contractor has no sufficient knowledge and experience, the contractor shall at his own expenses, employ as his accredited agent a qualified Engineer approved by the Director.

### **INSPECTION**

(B) The contractor shall inform the Estate Officer in writing when any portion fo the work is ready for inspection giving him sufficient notice to enable him to inspect the same without affection 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 Director 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 reconstruction's 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 15: MODE OF MEASURMENT**

- (a) All measurements will be recorded in MKS/ SI units, with accuracy up to plus or minus one centimeter. CPWD method of measurement shall be adopted for taken measurements.
- (b) Measurement of each and every item will be recorded on the day of its actual execution. The measurements shall be recorded in the presence of the contractor or his authorized agent. The measurements recorded by the site engineer shall be final and binding on the contractor in case they remain absent during the measurement. No correspondence shall be entertained in the regard.

- (c) Measurements area of granite, tiles, marble, Aluminum sections, etc shall be taken on clear cut exposed areas only.
- (d) In addition to above, the normal (CPWD) mode of measurement will be adopted wherever ICAR- IISS, terms and conditions on this account are not sufficient.
- (e) Where for proper measurements of the work, it is necessary to have an initial set of levels or other measurements taken, the same recorded as in the authorized field book, measurement book of Government by the Director or his authorized representative will be signed by the contractor who will be entitled to have a true copy of the same made at his cost. Any failure in the part of the contractor to get such levels etc. recorded before starting the work will render him liable to accept the decision of the Director as to the basis of taking measurements. Likewise the contractor will not cover any work which will render its subsequent measurement difficult or impossible without first getting the same jointly measured by him and authorized representative of the Engineer In charge. The record of such measurements on the Government side will be signed by the Contractor and he will be entitled to have a true copy of the same at his cost.

#### **CLAUSE 16: CLAIMS**

**16.1** No extra work shall be done without the written permission of Director No claim of extra work shall be paid separately.

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

#### **CLAUSE 17: HANDING OVER OF WORK**

**17.1** All the works and material before final taken over by Government will be the entire liability of the contractor for guarding maintaining and making good any damages of any magnitude, interim payments mad for such work will not alter this position. The handing over the contractor and taking over by the Director or his authorized representative will be always in writing of which copies will go to Director or his authorized representative and the contractor, it is however understood that before taking over such work Govt., will not put into regular use of distinct from casual or incidental one, except as specifically mentioned elsewhere in this contract or as mutually agreed to.

#### **CLAUSE 18: OTHER CONDITION**

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



**18.2** The contractor shall not suitable or assigns his contract to others.

**18.3** Except where otherwise specified in the contract the decision of the Director, ICAR-IISS, Mau, 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, specification 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.

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

**18.5** If rates of one or more than one firms are found identical, then L-1 firm will be decided on following basis:-

- a. Experience in concerned field.
- b. Annual turnover of the firm.

**Section-III**

**E-TENDER SCHEDULE**

**IMPORTANT DATES AND INFORMATION**

<b><u>S.No.</u></b>	<b><u>Details of Schedule</u></b>	<b><u>Date &amp; Time/Information</u></b>
01.	Name of Work	<b>Construction of shed for storage of oil at ICAR IISS, Mau</b>
02.	Estimated Cost	<b>75346/-</b>
03.	NIT No.	<b>04/Works</b>
04.	Website for uploading of e-tenders for this work	<b><a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> only</b>
05.	Date and time for start of downloading of E-tender document	<b>26.09.2020/05.00 P.M.</b>
06.	Last date and time for downloading of E-tender document	<b>15.10.2020/05.00 P.M.</b>
07.	Last date of receipt of online tenders	<b>15.10.2020/05.00 P.M.</b>
08.	Opening of tenders (Technical bids only)	<b>16.10.2020/05.00 P.M.</b>
09.	Opening of tenders (Financial only)	<b>17.10.2020/05.00 P.M.</b>
10.	Validity of tender and time for completion of work	<b>90 days/45 days</b>
11.	Earnest money deposit amount	<b>3800/-</b>
12.	Tender fee amount	<b>1000/-</b>
13.	Intimation of	<b>-</b>

	corrigendum, if any	
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Annexure-I

**TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

*[Department User may ask for Tender Acceptance Letter instead of asking Signed Tender Document from the Bidders. This is a sample format, User may revise it as per their Tender Conditions]*

Date: \_\_\_\_\_

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub: Acceptance of Terms & Conditions of Tender

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

\_\_\_\_\_

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from **Page 01 to 24** (including all documents like annexure(s), schedule(s), etc ), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



भा.कृ.अनु.प – भारतीय बीज विज्ञान संस्थान

ICAR – Indian Institute of Seed Science

पोस्ट – कुशमौर ,मऊ(उ.प्र.) २७५१०१. Post- Kushmaur, Mau-275101(U.P.)

Phone -0547-2530386, 0547-2530325 (fax), Email – [admin.dsr@gmail.com](mailto:admin.dsr@gmail.com)



**(Annexure-II)**

**TECHNICAL BID CHECKLIST: (List of technical documents required to be uploaded in Technical bid cover No. 01)**

The following technical supporting documents (for eligibility) are to be uploaded in pdf format on website [www.eprocure.gov.in](http://www.eprocure.gov.in). Later all original D.D. to be submitted to the institute in physical form duly mentioning the tender reference:

1. Scan copy of Original D.D. for EMD and Tender fee (in pdf format)
2. Scan copy of letter of undertaking of offer (in pdf format)
3. Scan copy of Govt. registration/License/empanelment letter (in pdf format)
4. Scan copy of PAN card. (in pdf format)
5. Scan copy of GST registration document. (in pdf format)
6. Scan copy of past works completed for at least three years after registration of firm. (in pdf format)
7. Scan copy of full bank details. (in pdf format)
8. Scan copy of Financial bid declaration. (in pdf format)
9. Certificate of EMD/Tender fee exemption (if applicable)

Proforma of Agreement

(To be executed on anon judicial stamp paper of Rs. 100/- to be obtained by the bidder in its name)

**ICAR- INDIAN INSTITUTE OF SEED SCIENCE**  
**(Indian Council of Agricultural Research)**  
**Village & Post – Kushmaur, Mau (U.P.)-275103**

This deed of agreement is made in the form of agreement on ..... day of .....Month, year between the Director, ICAR- INDIAN INSTITUTE OF SEED SCIENCE, Mau (Employer ) \*or his authorized representative ( here in after referred to as the first party) and.....(Name of the contractor). S/O.....resident of ..... (here in after referred to as the Second party), to undertake and execute the works namely of at ICAR-IISS, Mau (herein after referred to as works) on the following terms and conditions.

**WHEREAS**

- A) The Director, ICAR- Indian Institute of Seed Science Mau, has issued a tender notice vide NIT no..... dated ..... for appointment of contractor for the work as mentioned in the NIT. ( herein after called the "Work")
  - B) The Contractor submitted their e -tender for the aforesaid work vide tender no. .... dated..... whereby the contractor agreed to execute the work on the terms and conditions as set in the tender and this agreement.
  - C) The ICAR- IISS, on acceptance of the aforesaid offer of the contractor, awarded the work to the contractor vide its letter of Award / Work order dated..... ("LOA"/W.O.)
  - D) In pursuance of the LOA/W.O. the parties have agreed to enter into this Agreement.
- NOW, THEREFORE, the parties here to here by agree as follows:

**1. Scope of work and deliverable**

The Scope of work shall be as per details given under under General scope of work of tender document.

**2. Cost of the contrast**

The total cost of the work (hereinafter referred to as the "total cost") is Rs.....as accepted by the first party.

**3. Payments under its contract**

Terms of payment to the second party by the first party shall be as per Payment Schedule mentioned in the tender document and shall be strictly adhered.

**4. Commencement and Completion time**

The Consultant shall commence the work as per the date mentioned in the work order. The works should be completed in period of days from the date of this Agreement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both parties.

5. If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:

- a) The first party does not give access to the side or a part thereof by the agreed period.
- b) The first party orders a delay or does not issue instruction for execution of the work on time.

- c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provides to second party or from visual inspection of the site.
6. Any willful delay on the part of the second party in completing the work within the stipulated period will render him liable to pay liquidated damages (penalty) @ 1.5 % of the tendered amount per month of delay to be computed on per day basis will be charged and deducted from payments due to him . The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages (Penalty) per day should be determined at 0.05% of the contract value of the works).
- 7. Duties and responsibilities of the first party**
- 7.1 The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out their works.
- 7.2 Possession of the site will responsible be handed over to the second party within 10 days of signing of the agreement for taking physical survey, inspections and measurement etc.
- 8. The second party shall:**
- Take up the work and arrange for its completion within stipulated time period.
  - employ suitable skilled person to carry out the work.
  - regularly supervise and monitor the progress the progress of the work
  - abide by the technical suggestions / direction of supervisory personal of the first party.
  - be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification.
  - ensure that the work is carried out in accordance with scope of works within the total of the contract amount without any cost
  - Keep the first party informed about the progress of work
  - Pay all duties, taxes and other levis payable by contractors as per law under the contact (First party will effect deduction from running bills if any, in respect of such taxes like Income tax etc. as may be imposed under the law.)
- 9. Dispute settlement**
- If over the works, any dispute arises between the two parties, relating to any aspect of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable constitution.
10. Involvement of labour component for the above work and for their payment etc. will be the responsibility of the agency as per existing labour laws. This office will not be held responsible at all this regard.

**Signature of the 1<sup>st</sup> Party**  
(Authority for ICAR-IISS)

**Signature of the 2<sup>nd</sup> Party**  
(Contractor)

**Witness:**

- 1.
- 2.

**Witness:**

- 1.
- 2.

(Printed on letter head of firm)

ANNEXURE-IV

**TO WHOM IT MAY CONCERN**

We hereby certify that our firm..... has no legal suit/criminal case pending or contemplated against the Proprietor of the agency or any of its directors on grounds of moral turpitude or for violations of any of the laws in-force. Also, that the firm/agency has never been black listed by any Government or semi Government authority during the last 05 years.

**(Signature of the Firm with Seal)**



Financial Bid (This is only for reference. Fill up in excel sheet format only which is given separately)

NIT No.04/Works

**Bill of Quantity and schedule of work**

**Name of work: Construction of shed for storage of oil at ICAR-IISS, Mau.**

S.No.	Particulars	Quantity	Unit	Amount in Rs. (Without GST)	GST (in Rs.)
<b>Ground Floor:</b>					
01.	E/W in excavation in ordinary soil	2.20	m3		
02.	Cement concrete (1:2:10) in foundation	1.90	m3		
03.	M-150 brick work (1:4)	1.39	m3		
04.	M-150 brick work (1:3)	0.75	m3		
05.	12 mm thick plaster (1:4)	15.84	m <sup>2</sup>		
06.	04 cm thick cc floor (1:2:4) with extra heat cement floating coat	20.00	m <sup>2</sup>		
07.	Supply and fixing angle/iron G.I pipe in shed	3.80	quintal		
08.	P/fixing of corrugated plastic sheet	25.30	m <sup>2</sup>		
09.	Finishing of piller two coat water proof cement paint two coat	8.54	m <sup>2</sup>		
10.	Painting two coat over one priming coat of grill/M.S. pipe	24.38	m2		