

भा0कृ0अ0प0-केन्द्रीय भैंस अनुसंधान संस्थान
सिरसा रोड़, हिसार 125 001 हरियाणा)
फोन न0 01662.28161, फैक्स न0 01662-275004,
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दिनांक 16 अगस्त, 2017

INVITATION TO TENDER/QUOTATION AND INSTRUCTIONS CONTAINING GENERAL TERMS AND CONDITIONS GOVERNING CONTRACT FOR HIRING OF SERVICES FOR VARIOUS CONTRACT WORK FOR CHANNEL CLEANING (APPROX. 150000 FEET AT AGRIL. FARM SECTION.

| Date & time of submitting tender/quotation i.e. due at CIRB, Hisar | Date of opening of Tender/ Quotation/financial bids | EMD |
|--------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------------|
| 31.08.2017 upto 2.30 P.M. | 31.08.2017 at 3.00 PM | Rs. 5000/- in Shape of DD in favour of Director, CIRB, Hisar |

From

Administrative Officer
ICAR-Central Institute for Research on Buffaloes
Sirsa Road, Hisar-125 001 (Haryana)

To

Dear Sir,

1. Sealed Tenders are hereby invited by the Director, ICAR-CIRB on behalf of the Secretary, Indian Council of Agricultural Research, New Delhi from the authorized & registered firms/ agencies for **CONTRACT WORK FOR CHANNEL CLEANING (APPROX. 150000 FEET) AT AGRIL. FARM SECTION.** The terms and conditions of the contract which will govern any contract made are those contained in the General conditions of contract applicable to the contracts and the special terms and conditions are detailed in the tender forms and its schedules. Please submit your rates in the tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.
2. An earnest money of **Rs. 5000/- (Rs. Five thousand only)** must be deposited in the form of demand Draft/pay order payable to Director, CIRB, Hisar. The particulars of the earnest money deposited must also be superscribed on the top of the envelope by indicating draft/pay order number and date, failing which the tenders will not be considered, if earnest money is not deposited with the tenders.

3. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resile from his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the Institute. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the Institute.
4. The Schedules of the tenders form should be returned intact and pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the tenders form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along with the tenders. Overwriting/erasing in rates to be quoted by the tenderer will not be allowed otherwise the tenders may be rejected.
5. The tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
6. If tenderer does not accept the offer, after issue of letter of award by Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.
7. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the Institute. Shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, if any, should be signed by the tenderer.
8. The original copy of the tenders is to be enclosed in double cover. The inner cover should be sealed. The outer cover should be super scribed" **THE JOB WORK CONTRACT FOR PROVIDING ALLIED SERVICES AT** (ICAR-CIRB, Hisar) with address of this office and the tenderer shall place two envelopes clearly marked containing technical bid and financial bid separately in the main envelop. All Tenders/Quotations should be sent by Registered Post. Tenders/Quotations to by hand delivered should be put in the tenders/quotations box, which will be kept in the CIRB, Hisar upto **2.30 PM on 31.08.2017** Office of the Purchase Section not later than time/date/month/year.
9. The rates quoted by each firm for contract work/hiring of services for contract work in quotations be given both in words and figures failing which the same is liable to be rejected. Tenderer/quotation is at liberty to be present or to authorise a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders/quotations on tenderer's behalf should be indicated in the tenders. Name and address of permanent representative, of the tenderer if any, may also be indicated.
10. The Institute is not bound to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders in whole or in part. You are however at liberty to Tenders/Quotations for the whole or any portion or to state in the tenders/Quotations that the rates quoted shall apply only if the tenders are considered fully. Other conditional Tenders will not be accepted.
11. An amount at a rate of 10% of total contract value (Rs. In figures) (Rs. In words) as a security deposit for the contract is to be deposited by the selected agency/successful quoter only after receiving a communication from the Institute. In the event of non-deposition of the same the earnest money will be forfeited.

12. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.
13. Income Tax tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and ICAR will not entertain any claim whatsoever in this respect. However the service taxes or any other tax which is as per the rules of the Govt., shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.
14. The Director, Institute reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons, not mandatory to be communicated to the tenderer.
15. Decision of Director, Institute shall be final for any aspect of the contract and binding to a" parties. Disputes arising, if any on the contract will be settled at his/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, Institute. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.
16. Acceptance by the Institute will be communicated by FAX/Telegram, Express letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the FAX/Telegram/ Express letter etc. should be acted upon immediately.
17. The following documents/vouchers are required to be enclosed with the tenders form which are the terms and conditions of the tender's document :-
 - a) Registration certificate of the firm under the work contract of the Govt. of NCT Delhi/State govt.
 - b) Minimum turnover of the firm not less than Rs. 5 lakhs (Rs. Five lakhs) during the last financial year.
 - c) Last three years experience of the firm in the field of providing such services in Central Govt. establishments/Autonomous bodies of Govt. of India/Corporations of Govt. of India/reputed public or private organizations provide the details in enclosed tabular form.
 - d) Certified Balance Sheet of the firm for last year of the service contract by the Chartered accountant.
 - e) Duly certified copies of the satisfactory services where the Tenderer is providing the Services for the last three years.
 - f) Employee EPF registration certificate issued by local govt. etc.
 - g) Employee ESI registration certificate issued by local govt. etc.
 - h) The contractor/agency must have a registration with the Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the labour licence under this Act.
 - i) Nos. of staff/supervisors registered under ESI & EPF separately. Minimum 50 nos. (Staff/Supervisors) required with their ESI & EPF contributions. Documentary proof of vouchers to be required and may be attached.
 - j) Service tax registration certificate issued by Govt. etc.
 - k) Successful Tenderer will have to enter into a detailed contract agreement with ICAR on non-judicial stamp paper of Rs. 100/- (Rs. One hundred only) for each work.
 - l) Only those firms will be considered for financial bid who will qualify in the technical bid.

Yours faithfully,

Administrative Officer

QUOTATIONS/TENDERS FOR THE CONTRACT FOR HIRING OF JOB
WORK/SERVICE CONTRACT FOR VARIOUS WORK(S) AT CIRB, HISAR

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

To

The Director
CIRB, Sirsa Road
Hisar

1. I/We have read all the particulars regarding the General information and other terms and conditions of the contract for THE JOB WORK/SERVICE CONTRACT for various work help desk and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Quotation/Tender at the rates given in Schedule-I to this Quotation/Tender and I/we agree to hold this offer open till 90 days. The rates quoted will be valid for a period of one year in the event of award of the Contract. I/We shall be bound by a communication acceptance dispatched within the prescribed time.
2. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
3. The following pages have been added to and form a part of this Tender/Quotation. The Schedules-I & II to accompany this Quotation/Tender are at pages _____
4. Every page so attached with this Tender bears my signature and the office seal.
5. Pay order/DD No. _____ Dated _____ of Rs _____ drawn in favour of Director, CIRB, Hisar and payable at S.B.I., NGM, Hisar or any nationalized bank at Hisar is enclosed as earnest money required.

Yours faithfully,

Signature & Seal of the Tenderer/Quoter

Telephone No. Office

Resi. _____

Mobile No. _____

Signature of witness to contractor's signature

Address:

Name & Signature of Witness:

Address:

Witness _____

Address _____

Occupation _____

TECHNICAL BID
SCHEDULE- I
SCHEDULE TO TENDERS

1. Name of the Firm/Agency

2. Full address with Post Box No.
And Telephone No. if any

3. Constitution of the Firm!

Agency (Attached copy)

Indian Companies Act, 1956

Indian Partnership Act, 1932

(Please give names of partners)

Any other Act, if not, the owners

4. For Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender.

i) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the Tenders to refer dispute condemning business of the partnership to arbitration.

ii) If the answer to above is in point one and two the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partner

5. Name and Full Address of your Banker's

6. Your Permanent Income Tax No./Circle/Ward

7. Any other relevant information

Part-II

8. Earnest Money Deposited:

Yes/No

PART –III

9. Name and Address of the firm's representative and whether the firm would be representing at the opening of the Tenders

10. Name of the Permanent Representative to be visiting CIRB, Hisar regarding

Date: _____ Place: _____

Authorized Signatory

Please add supplementary pages to be numbered wherever needed by the Tenders/quotations.

GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE CONTRACT FOR PROVIDING VARIOUS CONTRACT WORK FOR CHANNEL CLEANING (APPROX. 15000 FEET) AT AGRIL. FARM SECTION.

Scope of work: Please See **Annexure-I**

1. The supporting/allied services staff should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave under intimation to this office.
2. Changing of Staff should be intimated to Director/Administrative Officer/Concerned Incharge.
3. The Director, CIRB, Hisar reserves the right to reject any or all quotations in whole or in part without assigning any reason therefore. The decision of Director, CIRB, Hisar shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.
4. The service staff provided should also maintain secrecy and discipline in the premises of Institute.
5. The service staff provided should be capable of reading and writing Hindi and English with a technical qualification of required for the work.
6. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the Authorized Officer of CIRB for the purpose. All complaints should be immediately attended to by the Agency.
7. The agreement is terminable with one month notice on either Side.
8. The contractor shall not sublet the work without prior written permission of the Institute.
9. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded
10. The selected agency shall provide the necessary personnels for at the CIRB as per labour acts prevalent in State of Haryana. The agency shall employ good and reliable persons with robust health of age group of 21 to 45 years. In case any of the personnel so provided is not found suitable by the Institute, the Institute shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written communication wlll have to replace such persons immediately
11. The persons so provided by the agency under this contract will not be the employee of the Council and there will be no employer-employee relationship between the Council/Institute and the person so engaged by the contractor in the aforesaid services.
12. Payment for service contract will be made monthly upon submission of prereceipted bill
13. After well confirmation of the person's wages rate of labourers from labour commission, a very detailed assessment/requirements of labourers/personnel shall have to be furnished along with the Tender. However, the Tenders should indicate only the lump-sum amount in respect of all the services covered under this contract and that rates should not be proposed on the basis of manpower to be deployed under the contract,. No request for alteration in the rates once quoted will be permitted within one year.
14. The rates to be quoted should after physical inspection, a detailed assessment/requirements of personnel for providing services at the Institute shall have to be furnished the tender include cost of each and every item including transportation cost, manpower cost and taxes etc. The Institute shall not bear any extra charge on any account whatsoever i.e. EPF contribution ESI contribution Uniform, Liveries, OTA etc.
15. The contractor will discharge all his legal obligations in respect of the workers to be employed/ deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the Council/Institute from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, CIRB, Hisar shall be final and binding on the contractor.
16. Income Tax will be deducted from the payments due for the work done as per rule.

17. They should not live their duty points unless and until the reliever comes for duties, supervisor will maintain all the registers, which are kept at concerned Section.
18. Changing of Supervisor/Staff should be intimated to the Director/Administrative Officer.
19. The Contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract.
20. The contract is subject to the condition that the Quoter/ tenderer will comply with all the laws and acts of Central Govt./State Govt. relating to this contract made applicable from time to time.
- 20(a) The firm/agency shall disburse the wages to its staff deployed under this contract every month through ECS or by cheque in the presence of the representative(s) of the Institute.
- 20(b) The Contractor/Agency shall be responsible for all injury/accident, if any, to person(s) employed by him while on duty. It is desirable that all such employees are covered under on Insurance cover.
- 20(c) The duration of the job contract shall be one year, extendable by another one year subject to satisfactory services and on the same rates & terms and conditions. In case the services are not found to be satisfactory, the contract shall be terminated ever before expiry of the contract by giving notice of not less than one month to this effect.
21. **Risk Clause:** Institute reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from S.D. or pending bills or by rising a separate claim.

LIQUIDATED DAMAGES CLAUSE:

1. An amount equivalent to two days of contract amount subject to a minimum of Rs. 500/- will be levied as liquidated damages per day, whenever and wherever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the firm by CIRB and if no action is taken within **one hour** liquidated damages clause will be invoked.
2. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.

The Director, CIRB reserves the right to reject any or all Tenders/quotations in whole or in part without assigning any reasons therefore. The decision of Director, CIRB shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

Signature of the Contractors or his authorized signatory with seal of the Agency/Firm

FINANCIAL BID

(This financial bid to be enclosed in a separate envelop with seal)

Last date for receipt of Tender : **31.08.2017 upto 2.30 PM**
Date of opening of Financial Bid : **31.08.2017 upto 3.00 PM**

To
The Director
CIRB, Hisar

Sir,

I/We wish to submit our quotations/Tenders for **HIRING OF SERVICES FOR VARIOUS CONTRACT WORK CONTRACT WORK FOR CHANNEL CLEANING (APPROX. 150000 FEET) AT AGRIL. FARM SECTION** on the following rates.

| S. No. | Description of work | Rate Quoted by the firm per Feet basis in Rs. |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| 1. | Consolidated rate per quintal offered for HIRING OF SERVICES FOR VARIOUS CONTRACT WORK FOR CHANNEL CLEANING (APPROX. 150000 FEET) AT AGRIL. FARM SECTION in accordance with the highest standards of services and as per the terms and conditions specified in the tender including all labour, material, transportation specially covered all acts etc. as applicable from time to time | (Rs. In figures) _____ _____ _____ (Rs. in words) _____ _____ _____ |

Note: **The monthly lump-sum (consolidated) rate as asked for should be quoted. The rate quoted other manner or conditional rates will not be considered at all & rejected out rightly without any communication to such bidder(s)**

I/We agree to forfeit of the earnest money/ performance security if I/we fail to comply with any of the terms and conditions in whole or in part laid down in the Tender form.

We have carefully read the terms and conditions of the Tenders/quotations and are agreed to abide by these in letter and spirit.

Signature _____
Name & Address of the Firm _____
Telephone No. _____
Mobile No. _____

ANNEXURE-I

DESCRIPTION OF WORK: CONTRACT WORK FOR CHANNEL CLEANING (APPROX. 150000 FEET) AT AGRIL. FARM SECTION

| S. No | Description of work | Area | Frequency | Name of Section |
|------------------------------------------------|----------------------------------------------------------------------------------------|------------------------------------|-------------------------------------------------|------------------------|
| 1. | CONTRACT WORK FOR CHANNEL CLEANING (APPROX. 150000 FEET) AT AGRIL. FARM SECTION | Agril. Farm Section at CIRB, Hisar | As per the direction of I/c Agril. Farm Section | Agril. Farm Section. |
| The area may be increased or decreased. | | | | |