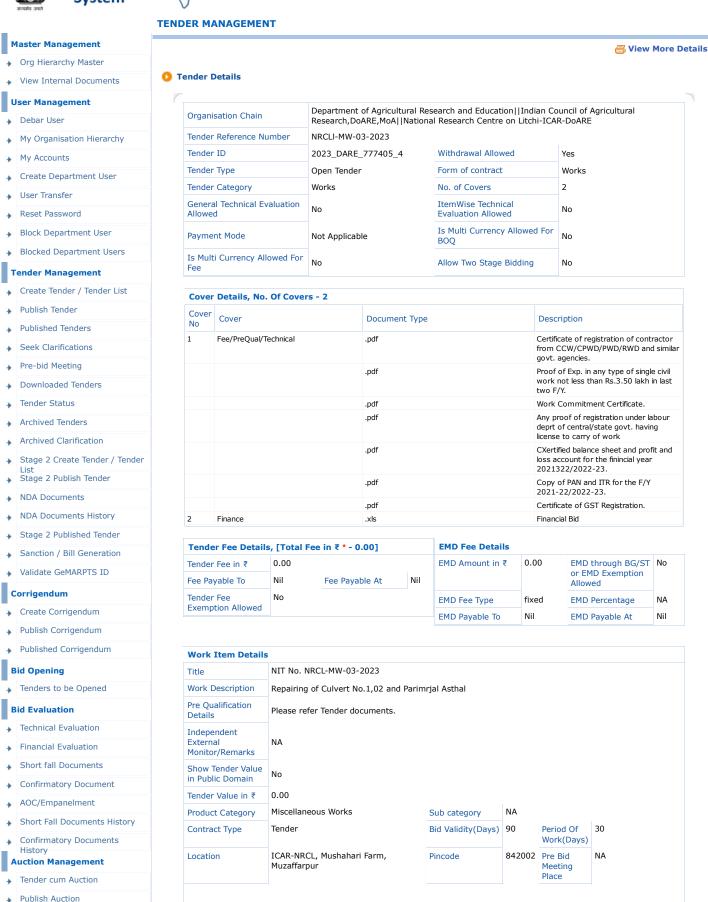




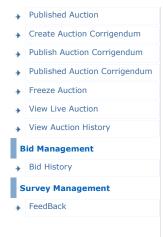
: dileep.kumar1@icar.gov.in : 27-Oct-2023 12:53 PM Server Time 30-Oct-2023 09:39:46



### eProcurement System Government of India

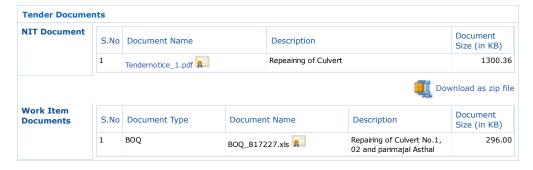


1 of 2 30-10-2023 09:39 AM



Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	ICAR-NRCL,Mushahari Farm, Mushahari, MUzaffarpur
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates			
Publish Date	20-Oct-2023 01:00 PM	Bid Opening Date	10-Nov-2023 03:00 PM
Document Download / Sale Start Date	21-Oct-2023 12:00 PM	Document Download / Sale End Date	09-Nov-2023 01:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	23-Oct-2023 11:00 AM	Bid Submission End Date	09-Nov-2023 01:00 PM



Bid Ope	Bid Openers List			
S.No.	Bid Opener Login Id	<b>Bid Opener Name</b>	<b>Certificate Name</b>	Serial No
1.	dileep.kumar1@icar.gov.in	Dileep Kumar	DILEEP KUMAR	11 d5 db c6 ac 7e
2.	abhay.kumar1@icar.gov.in	Abhay Kumar	ABHAY KUMAR	92 73 ee 2f 1b f4
3.	prabhat.kumar1@icar.gov.in	Prabhat Kumar	PRABHAT KUMAR	81 5d 34 2b 67 d0
4.	bhagya.vijayan@icar.gov.in	Bhagya Vijayan	BHAGYA VIJAYAN	92 7d 41 2b e1 f4

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

TIA Undertaking			
S.No	S.No Undertaking to Order Tender complying with Order Reason for non compliance of Order		Reason for non compliance of Order
1	PPP-MII Order 2017	Not Applicable	N/A
2	MSEs Order 2012	Not Applicable	N/A

Tender Inviting Authority	
Name	The Director, ICAR-NRCL
Address	ICAR-NRCL,Mushahari Farm, Mushahari, MUzaffarpur

Tender Creator Details

Created By Dileep Kumar
Designation AAO
Created Date 20-Oct-2023 12:04 PM

Version:1.09.19 11-Jul-2023 (c) 2017 Tenders NIC, All rights reserved.

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# भाकृअनुप-राष्ट्रीय लीची अनुसंधान केन्द्र ICAR-NATIONAL RESEARCH CENTRE ON LITCHI मुशहरी, मुजफ्फरपुर, बिहार



Mushahari, Muzaffarpur- 842002, Bihar E-mail: director.nrcl@icar.gov.in

संचिका संख्या-14-1(22)/भू-संपदा अनुभाग/2023/

दिनांक-20 अक्टूबर, 2023

# **NOTICE INVITING TENDER ENQUIRY No.- NRCL-MW-03-2023**

Sub: Repairing of Culvert No.1, 02 and Parimrjanl Ashtal at ICAR-NRC on Litchi, Muzaffarpur Dear Sir(s),

I am directed to refer to the captioned subject and to state that the Director, ICAR-National Research Centre on Litchi, Muzaffarpur [Bihar] hereby invites bids from eligible and interested Contractors/firms for the work mentioned below.

1.	Name of the Work	Repairing of Culvert No.1, 02 and Parimrjanl Ashtal at ICAR-NRC on Litchi, Muzaffarpur	
2.	Period of completion of work	Maximum 30 days from the award of the work	
3.	Form of contract / class of firms eligible	Registered contractor from CCW/PWD/CPWD/RWD and similar govt. agencies.	
4.	Estimated Amount	Rs. 2.50 Lakh	
	Address for Communication	The Assistant Administrative Officer , ICAR-National Research Centre on Litchi, Mushahari Farm, Muzaffarpur [Bihar]-842002	

## The tender document contains the following:-

Annexure-I - "Checklist of eligibility criteria"

Annexure II – "Banking Details"

Annexure III-- "Working Experience Certificate"

Annexure IV- "Non-blacklisting Certificate"

Annexure V- "Undertaking regarding tender"

Annexure VI- "Tender Acceptance Letter"

Annexure VII- "Tender Declaration Letter"

Annexure VIII- "Work Commitment Certificate"

Annexure IX- "Bid Securing Declaration Form"

Annexure X- "Financial Bid Declaration"

Tender Enquiry No.: F. No. TENDER ENQUIRY No.	- NRCL-MW-03-2023
Date for Issue/Publishing	20 October 2023
Document Download Date	21 October 2023
Bid Submission start Date	23 October 2023
Bid Submission End Date and Time	09 November 2023 at 05:00 P.M.
Date and Time for Opening of Bids	10 November 2023 at 11:00 A.M.

### **IMPORTANT NOTES:-**

- 1- Tender Documents can be downloaded from ICAR-NRC on Litchi Website <a href="https://www.nrclitchi.icar.gov.in">https://www.nrclitchi.icar.gov.in</a>
  or from the Central Public Procurement Portal <a href="https://www.nrclitchi.icar.gov.in">www.eprocure.gov.in</a>. Bidders should enroll / register in the e-procurement module of Central Public Procurement Portal through the website:<a href="https://www.eprocure.gov.in">www.eprocure.gov.in</a> for participating in the bidding process. Bidders should also possess a valid DSC for online submission of bids.
- 2- 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 and no correspondence in this regard shall be entertained.
- 3- The Director, ICAR-NRC on Litchi, Muzaffarpur [Bihar] reserves the right and discretion to accept / reject any or all the tenders in part /full without assigning any reason thereof
- 4- The Director, ICAR-NRC on Litchi, Muzaffarpur [Bihar] will not be responsible for any delay in enrollment / registration as bidder or submitting /uploading the offer on e-tender portal. Hence, bidders are advised to register in e-tendering website <a href="www.eprocure.gov.in">www.eprocure.gov.in</a> and enroll their Digital Signature Certificate and upload their quotation well in advance.
- 5- Any change / corrigendum/ extension of opening date in respect of this tender shall be issued through websites only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit our website and CPP Portal for updates.
- 6- The tender form/bidder documents may be downloaded from the website: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>. Online submission of Bids through Central Public Procurement Portal (<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) is mandatory. Manual bids / hard copy shall not be accepted.
- 7- In case, any holiday is declared by the Government on the day of opening of the tender, the tenders will be opened on the next working day at the same time. The organization reserves the right to accept or reject any or all the tenders.

Sd/-ASSISTANT ADMINISTRATIVE OFFICER

### SPECIFICATION AND OTHER DETAIL - GENERAL

### Name & Scope of work:

Brief details of the work are as follows:

Α	Brief description and location of work	Repairing of Culvert No.1, 02 and Parimrjanl Ashtal,
В	Scope of work:	Work
С	Period of Completion	Maximum 30 days from the award of the work

# The tenderer shall furnish the following particulars, supported by documentary evidence as specified in the formats.

e te	enderer shall furnish the following particulars, supported by documentary evidence as specified in the formats.
De	etails
1.	Certificate of Registration of contractor from CCW/CPWD/ PWD/ RWD and similar govt. agencies.
2.	Proof of experience in any type of single civil repair work of not less than Rs.3.50 lakhs in last two financial years.
3.	Work Commitment Certificate.
	Any proof regarding Registration under labour department of Central/State overnment having license to carry out any type of work.
5.	Certified Balance sheet and Profit and Loss account for the financial Year 2021-2022/2022-2023.
6.	Copy of PAN and ITR for the financial year 2021-2022/2022-2023.
7.	Certificate of GST Registration.

Even though the tenderers meet the above qualifying criteria, they are liable to be disqualified / debarred / suspended / blacklisted if they have Furnished false / fabricated particulars in the forms, statements and /annexure submitted in proof of the qualification requirements and/or Not turned up for entering into agreement, when called upon. Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or Even while execution of the work, if it is found that the work was awarded to the Contractor based on false / fake certificates of experience, the Contractor will be blacklisted and work will be taken over invoking relevant standard rulesof GoI.

**Site Visit.** The Tenderer, at the Tenderer's own responsibility and risk is advised to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the Tender for entering into a contract, for construction of the work. The costs of visiting the site shall be at the Tenderer's own expenses.

Clarification on Tender Documents. A prospective Tenderer requiring any clarification on Tender documents may contact the Administrative Officer at the address indicated in the NIT.

Proposal of Technical Bid-While preparing the Technical bid, bidders may give particular attention to the following:

- ✓ The Technical Proposal should provide the following information using the attached Standard Forms, where ever applicable.
- ✓ A brief description of the bidder organization and an outline of recent experience on assignments will have to be furnished. For each assignment, the outline should indicate, *inter alia*, duration of the assignment, contract amount, and bidder's involvement.
- ✓ List of equipments if any equipment is to be supplied.
- ✓ List of personnel who will be looking after the work execution.

#### **Price Offer:**

The bid offer shall be for the whole work and not for individual items / part of the work.

All duties, taxes, and other levies payable by the contractor as per State / Central Government rules, shall be included in the tender percentage quotedby the tenderer.

# Validity of Tenders:-

Tenders shall remain valid for a period of not less than six months from the lastdate for receipt of Tender.

### **Examination of Tender Document and determination of responsiveness:**

Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender document. Those proposals which are found to meet the standards as prescribed by the Director, ICAR- NRC on Litchi, Muzaffarpur will only be treated as responsive bids.

### Evaluation and comparison of price-

- ✓ The appropriate committee constituted / authorized persons of CPPP for this purpose will evaluate and compare the price of all the technically qualified tenderers.
- ✓ Negotiations at any level are strictly prohibited. However, good gesture rebate,if offered by the lowest tenderer (only) may be accepted by the tenderaccepting authority.

- If it is found that the price quoted for any individual item of BoQ is exorbitantly high/low than the DSR, then that entire offer/tender of that firm may be rejected.
- ✓ Selection of tenderer among the lowest and equally quoted tenderers will be inthe following orders:
- ✓ The tenderer whose bid capacity is higher will be selected depending on his financial papers like ITR/Balance Sheet, etc. In case the bid capacity is also same the tenderer whose annual turnover is more will be preferred.
- Even if the criteria incidentally become the same, the turnover on similar works and thereafter machinery available for the work and then the clean track record will be considered for selection.

#### **Verification of documents**

Before recommending / accepting the tender, the tender recommending / accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience. The authenticated agreements of previous works executed by the lowest tenderer shall be called for.

### **Award Criteria**

Technically responsive lowest quoted bidder will normally be awarded the work provided the Competent Authority is satisfied otherwise of the bids offer.

The tender accepting authority reserves the right to accept or reject anytender or all tenders and to cancel the tendering process, at any time prior to the award of contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the reasons for such action.

The successful tenderer has to sign an agreement within a period of 15 days from the date of receipt of communication of acceptance of his tender. On failure to do so his tender will be cancelled duly forfeiting the E.M.D., paid by him without issuing any further notice and action will be initiated for black listing the tenderer.

### **Corrupt or fraudulent practices**

The Government requires that the bidders / suppliers / contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:-

### Defined for the purposes of this provision, the terms set forth as follows:

"corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Government official in procurement process or in contract execution: and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish in Tender prices at artificial non- competitive levels and to deprive the Government of the benefits of free and open competition. Will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

I Will blacklist / or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government contract. Further more, tenderers shall be aware of the provisions stated in the general conditions of contract.

#### CONDITIONS OF CONTRACT GENERAL

1 The documents forming the Contract shall be interpreted in the following orderof priority:

Agreement

Letter of Acceptance, notice to proceed with the works

Contractor's Tender

Conditions of contract

Specifications

**Drawings** 

Bill of quantities

Any other document listed as forming part of the Contract.

**Decisions:** Except where otherwise specifically stated, the Director, ICAR- NRC on Litchi, Muzaffarpur, will decide the contractual matters between the Department and the Contractor in the role representing the Department.

**Delegation**: The Director may delegate any of his duties and responsibilities to other officers and may cancel any delegation by an official order issued.

Communications: All communications will be in writing. Verbal communication, if any, will be reduced to writing at the earliest extent.

**Key Personnel:** The Contractor shall deploy one Key Personnel / supervisor at the site who will on his behalf communicate with Director or his authorised representative. This Key Personnel / supervisor will be in addition to any other person specified in the contract.

**Contractor's Risks**: All risks of loss of or damage to physical property and of personnel injury and death, which arise during and in consequence of theperformance of the Contract are the responsibility of the Contractor.

Contractor to Construct the Works: The Contractor shall construct and Commission the Work in accordance with the specifications and Drawings (if available).

**Power Supply**: The contractor shall make his own arrangements for obtaining power from the Electricity dept., at his own cost. The contractor will pay the bills of Electricity Department for the cost of power consumed by him till the (Name of work) is handed over to ICAR-NRC on Litchi, Muzaffarpur. If electricity and water are used from ICAR-NRC on Litchi, Muzaffarpur, the institute will deduct 1% each in lieu of use of electricity and water consumption.

The work is to be completed by the Intended Completion Date. Any extension under forced majeure circumstances will be at the discretion of the Director, ICAR-NRC on Litchi, Muzaffarpur. For any delay attributable on the firm, liquidated damage @ 0.5 % of contract value (maximum 10 % after which either party may cancel the contract) per week or part of the week will be deducted from the payment.

### Instructions:

The Contractor shall carry out all instructions of the competent authority / his representative and comply with all the applicable local laws where the Site is located.

Settlement of disputes: All dispute will be settled through an arbitrator appointment by the ICAR-NRC on Litchi, Muzaffarpur.

### TIME FOR COMPLETION

Time - The total period of completion is (duration of 30 days) from the date of receipt of Work Order.

**Extension of time** - Under forced majeure condition Director, ICAR- NRC on Litchi, Muzaffarpur at his discretion may extend the time of completion of work. For any delay attributable to the firm, liquidated damage @ 0.5 % per week / part of a weekproportionately (maximum 10% after which either party may cancel the contract) will be deducted from the payment.

**Speed of Work** -Director, ICAR-NRC on Litchi, Muzaffarpur or his deputed representative will examine and record the progress of work as per required frequency.

Suspension of works by the Contractor - If the Contractor stops work for 15 days and the Stoppage has not been authorised by the ICAR-NRC on Litchi, Muzaffarpur, the Contract will be terminated as per the law.

### **QUALITY CONTROL**

During construction and / or after completion of the work the ICAR-NRC on Litchi, Muzaffarpur or his representative may inspect the work for quality and workmanship. Any shortfall in quality of material or deficiency in workmanship will be required to be corrected immediately with intimation to the person who has pointed out the same. If such defects will remain unattended till completion of the work, ICAR-NRC on Litchi, Muzaffarpur will decide about its acceptance with or without deduction of penalty.

### COST CONTROL

### **Bill of Quantities:-**

The Bill Quantities shall contain items for the construction work to be done by the Contractor. If the quantity exceeds from that specified in the contract, the contractor will immediately bring the same to the knowledge of the Director, ICAR-NRC on Litchi, Muzaffarpur.

Extra items of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by the competent authority. The rates for extra items shall be worked out by the as per the conditions of the Contract and the same will be binding on the Contractor.

The method of measurements of completed work for payment shall be in accordance with the relevant B.I.S. Codes.

The contractor shall himself procure the steel, cement, Bitumen, Blasting materials, sand, metal, soils, etc., and such other materials required for the work well in advance. The contractor has to bear the cost of materials for conveyance. The department will not take any responsibility for fluctuations in market in cost of the materials, transportation and for loss of materials etc.

The tenderer's particular attention is drawn to the sections and clauses in the BIS/CPWD specification dealing with Test, inspection and rejection of defective materials and work.

- ✓ Carriage
- ✓ Construction plant
- ✓ Water and lighting
- ✓ Cleaning up during the progress and for delivery.
- ✓ Accidents
- ✓ Delays

### Particulars of payments-

The contractor should closely peruse all the specification clauses, which governthe overall tender rate he is tendering. If there is any contradiction between UE / and B.I.S. specifications, listed and detailed technical specifications, the latter shall prevail.

In case of a job for which specifications are not available with the Schedule or in B.I.S. code and are required to be prescribed, such work shall be carried out inaccordance with the written instructions of the Director / Competent Authority.

The contractor should use the excavated useful soils and stone for construction/repair purpose. Soils used for construction either for homogeneous section in hearting or in casing zone based on the suitability will be at free of cost and the cost of stone used for construction purpose will be recovered from the contractor's bill.

The contractor should quote his tender rate keeping in view of the aboveaspects.

Taxes included in the Price:The rates quoted by the contractor shall be deemed to be inclusive of the Tax and other taxes on all materials / services that the contractor will have to purchase for performance of this contract.

Liquidated Damages:For any delay attributable to the firm, liquidated damage@ 0.5 % per week / part of a week (maximum 10% after which either party may cancel the contract) will be deducted from the payment proportionately.

Cost of Repairs:Loss or damage to the works or materials to the works between the start date and the end of the defects correction periods shall be remedied by the contractor at the contractor's cost if the loss or damage arises from the contractor's acts or omissions.

### FINISHING THE CONTRACT

### Completion:

The Contractor shall request the competent authority to issue a Certificate of completion of the Works and the concerned officer assigned for this purpose / indenter will do so upon deciding that the work is completed.

### **Taking Over:**

The Department shall take over the Site and the Works within seven days of the issuance a certificate of Completion based on the report given by the Consultant.

### **Special Conditions**

### Water and Electricity Supply:

The Contractor has to make his own arrangements for water required for the work and to the colonies and work sites, which are to be established by the Contractor.

### **Payment for Camp Construction**

No payment will be made to the contractor for construction, operation and maintenance of camp and other camp facilities and the entire cost of such work shall be deemed to have been included in the tendered rate for the various items of work in the schedule of quantities and bids.

### **Transportation of Labour:**

The contractor shall make his own arrangement for the dailytransportation of the labour and staff from labour camps colonies to the work spot and no labour or staff of the contractor shall stay at the work spot. No extra payment will be made to the contractor for the above transportation of the labour and his quoted rate to the work shall include the transportation charges of labour from colonies to work spot and back.

The contractor will at all times duly observe the provisions of employment of children Act XXVI of 1938 and any enactment or modification of the same and will not employ or permit any person to do any work for the purpose under the provisions of this agreement in contravention of said Act. The contractor hereby agrees to indemnify the department from and against all claims, penalties which may be suffered by the department or any person employed by the department by any default on the part of the contractor in the observance and performance of the provisions of the employment of children Act. XXVI of 1938 or any enactment or modification of the same.

The contractor shall obtain the insurance at his own cost to cover the risk on the works to labour engaged by him during period of execution against fire and other usual risks and produce the same to the concerned before commencement of work as per govt. guidelines.

### **Safety Measures:**

The contractor shall take necessary precautions for safety of the workers and preserving their health while working in such jobs, which require special protection and precautions. The following are some of the measures listed but they are not exhaustive and contractor shall add to and augment these precautions on his own initiative where necessary and shall comply with directions issued by the or on his behalf from time to time and at all times.

Providing protective foot wear to workers situations like mixing and placing of mortar or concrete sand in quarries and places where the work is done under much wet conditions.

Providing protective head wear to workers at places like under ground excavations to protect them against rock falls.

Providing masks to workers at granulates or at other locations where too much fine dust is floating about and sprinkling water at frequent intervals by water hoses on all stone crushing area and storage bins abate to dust.

Getting the workers in such jobs periodically examined for chest trouble due to too much breathing in to fine dust.

Taking such normal precautions like fencing and lightening in excavation of trenches, not allowing rolls and metal parts of useless timber spread around, making danger areas for blasting providing whistles etc.

Supply work men with proper belts, ropes etc., when working in precariousslopes etc.

Avoiding named electrical wire etc., as they would electrocute the works.

Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle them independently and taking all necessary precautions in around the areas where machines hoists and similarunits are working.

As per contract labour (Regulation and abolition) Act. 1970 the contractor has to produce the license obtained from the licensing officers of the labour department along with the tender or at the time of agreement.

# **GENERAL SPECIFICATIONS**

Repairing of Culvert No.1, 02 and Parimrjanl Ashtal at ICAR-NRC on Litchi, Muzaffarpur, Bihar as details specification mentioned below:

S.N.	Description	Quantity	Rate	Amount
1.	Earth work in excavation by mechanical means (Hydraulic	25.92		
	excavator) / manual means in foundation trenches or drains	cum		
	(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.	Supplying and filling in plinth with sand under floors, including	8.13		
	watering, ramming, consolidating and dressing complete.	cum		
3.	Providing and laying in position cement concrete of specified	2.79		
	grade excluding the cost of centering and shuttering - All work	cum		
	up to plinth level :			
	1:11/2:3 (1 Cement: 11/2 coarse sand (zone-III) derived from			
	natural sources : 3 graded stone aggregate 20 mm nominal			
	size derived from natural sources)			
4.	Providing and laying non-pressure NP2 class (light duty)			
	R.C.C.pipes with collars jointed with stiff mixture of cement			
	mortar in the proportion of 1:2 (1 cement : 2 fine sand) including			
	testing of joints etc. complete :500 mm dia. R.C.C. pipe	10.00		
	500 mm dia. R.C.C. pipe	RM		
	A. Supply and fixing	7.5 RM		
	B. Fixing only			
5.	Brick work with common burnt clay F.P.S. (non modular) bricks			
	of class designation 7.5 in superstructure above plinth level up			
	to floor V level in all shapes and sizes in :	11.85		
	Cement mortar 1:4 (1 cement : 4 coarse sand)	cum		
6.	Dry brick pitching half brick thick in drains including supply of	18.60		
	bricks and preparing the surface complete :	sqm		
	With common burnt clay F.P.S. (non modular) bricks of			
	class designation 7.5			
7.	15 mm cement plaster on the rough side of single or half brick	56.70		
	wall of mix :	sqm		
	1:4 (1 cement: 4 fine sand)			
8.	Excavating, supplying and filling of local earth (including	128.75		
	royalty) by mechanical transport upto a lead of 5km also	cum		
	including ramming and watering of the earth in layers not			
	exceeding 20 cm in trenches, plinth, sides of foundation etc.			
	complete.			
			Total Rs.	
	[Inclusive of GST and all tax	es and oth	er charges]	

सहायक प्रशासनिक अधिकारी Assistant Administrative Officer

# CONTRACT FORM (May be modified suitably at the time of signing)

This Contract made theday of(Month),(Year) between the Hon'ble President of Indian Council of Agricultural Research acting through the Director, ICAR-NRC on Litchi, Muzaffarpu [Bihar], Indian Council of Agricultural Research), (Bihar) (name and address of Employer) (hereinafte called "the Employer)" and
(name and address of contractor) (hereinafter called "the Contractor" of the otherparty).
WHEREAS the Employer is desirous that the Contractor executes the Work of:-
Repairing of Culvert No.1, 02 and at ICAR-NRC on Litchi –
(Ref. No) (name and identification number of contract) (hereinafter called "the Works") at ICAR-NRC on Litchi, Muzaffarpur – 842002 and the Employer has accepted the Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein, at a contract price of Rs(Rupees only)
NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:
In this Contract, words and expressions shall assume the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
In consideration of the payments to be made by the Employer to the Contractoras hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy the defects therein in conformity in all aspects with the provisions of the contract.
The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and in remedying the defects wherein the Contract Price or such other sum as may become payable under the
The following documents shall be deemed to form and be read and construedas part of this Contract, viz.:
Letter of Acceptance
Notice to proceed with the works
Contractor's Bid
Bidding data

General conditions of contract (including special conditions ofcontract)  Specifications
Drawings
Bill of quantities
Any other documents listed in the contract data as forming part of the contract
IN WITNESS WHEREOF the Parties have caused this Contract to be executed the day
and year first before written.
Binding signature of Employer Signed by
() Director, ICAR-NRC on Litchi, Muzaffarpur
(for and on behalf of the President of ICAR, India)
In the presence of ( )
Witness 1.
In the presence of ( )
Witness 2. Assistant Administrative Officer
Binding signature of Contractor Signed by
<del></del>
(for and on behalf of_duly authorized vide Resolution
Nodated of the Board of Directors of_)
In the presence of(Witnesses)  1.
••
2.

# **Checklist of eligibility criteria**

Name of the Firm: Tender Reference No.:

# Name of the Tender Work:

SI.	Details	Submitted	If submitted,	Remarks
No.		(Yes/No.)	mention	
			page no. of	
			PDF File	
1	Certificate of Registration of			
	contractor from CCW/CPWD/ PWD/RWD	)		
	and similar govt. agencies.			
2	Proof of experience in any type of single			
	civil work of not less than			
	Rs.3.50 lakhs in last two financialyears.			
3	Work Commitment Certificate.			
_				
4	Any proof regarding Registration under			
	labour department of Central/State			
	Government having license to carry ou	t		
	any type of			
	work.			
5	Certified Balance sheet and Profit &			
	Loss account for the financial Year			
	2021 -22/2022-23.			
6	Copy of PAN and ITR for the financial			
	year 2021 -22/2022-23.			
7	Certificate of GST Registration.			

Signature of Bidder with Official Seal

# **Banking Details**

N	Name of the Firm :				
R	egistere	ed/Postal Address:			
	1.	Phone number/Mobile number			
	2.	E-mail Address			
	3.	PAN No.			
	4.	Bank Details :			
		Bank Name Branch AddressAccount no.			
		Type of account (Current/Savings)			

## **DECLARATION BY THE BIDDER**

- ✓ I have read and understood the tender terms and conditions relevant to Tender Document.
- ✓ I have submitted the Technical Bid in accordance with the Terms and Conditions of the above Tender Document.
- ✓ The information furnished in the Technical Bid are true and factual and Iclearly understand that our tenders are liable for rejection, if any information furnished is found to be not true and not factual at anypoint of time.
- ✓ I would abide by the terms and conditions governing this tender. In case if I fail to supply as per requirement, I would be fully responsible for all the consequences that may arise and RCER can exercise appropriate action like black listing. I shall pay the difference of higher costinvolved and other related expenses paid if any for supply of the product.
- ✓ The Commercial Bid is separately submitted against this tender.

**SEAL & SIGNATURE OF BIDDER** 

# **WORKING EXPERIENCE CERTIFICATE**

This is to certify that our firm is dealing with various organization of Central/State Govt./ICAR institutes/PSU/Bonafide reputed agency from................................ years. We have fulfilled all the work/supply order of respective organisation within time limit satisfactorily.

(Name and address of the tendering firm)
Seal & Sign of the tendering firm

# कार्यानुभव प्रमाण पत्र

> निविदाकर्ताफर्मका नाम एवं पता हस्ताक्षरसीलसहित

# **NON-BLACKLISTING CERTIFICATE**

hereby certifythat our

We

# **TO WHOM IT MAY CONCERN**

firm	has	no	legal
suit/criminal case pending or contemplated against the Proprietor of	the age	ency or	any of
its Directors on grounds of moral turpitude or for violations of any	of the	laws in	n-force.
Also, that the firm/agency has never been black listed by any	Govern	nment	or non
Government authority during the last 05 years.			
(Name and Signature of the B	idder, w	ith Offic	ial Seal)

# UNDERTAKING REGARDING TENDER

I/We agree to keep the offer of this tender valid up to 180 days from the date of receipt of the tender and not to modify the whole or any part of it for any reason within the above period.

I/We hereby distinctly and expressly declare and acknowledge that before the submission of tender, we have made such examination of the tender documents and such investigation of the work required to be done, as to enable us to thoroughly understand convenient, agreements, stipulations and restriction contained in the contracts and agree that we will not hereafter make any claims or demand to ICAR-NRC on Litchi, Muzaffarpur based upon on arising out of any alleged misunderstanding or misconception or mistake on our part of the said requirement.

# I/We shall not assign the contract or any portion of the contract to anyone.

If upon written intimation to me/us by the ICAR-NRC on Litchi, Muzaffarpur, I/we fail to attend the said office on the date fixed therein or I/ we fail to deposit security deposit and entered into the required agreement deed as defined in the terms & conditions in tender documents, then I/we agree to the forfeiture of the earnest money. Any notice required to be served on me/us hereunder shall be sufficiently if delivered to me/us personally or forwarded by post or left at my/our address given herein, such notice shall be deemed to have been served.

I/We agree to identify and keep indemnified the first party from any claims, loss or damages that may be caused to the first party on account of my/ our failure to comply with their obligations.

I/We have fully understood that the written agreement to be entered between us and ICAR-NRC on Litchi, Muzaffarpur shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by usand then by the officer authorized to enter into contract on behalf of ICAR-NRC on Litchi, Muzaffarpur.

Signature of Contractor & Seal

Address:- Contact No.

# **Annexure-VI**

(On the letter head of the

Date:	Firm
Date.	

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

The Director ICAR-National Research Centre on Litchi, Mushahari Farm, Mushahari Muzaffarpur (BIHAR)-842002

To,

Sub: Acceptance of Terms & Conditions of Tender for the work of Repairing of Culvert No.1, 02 and Parimrjanl Ashtal <u>at ICAR-NRC on Litchi.</u>

Tender Reference No:
Tender Id:  Dear Sir,  I/ We have downloaded / obtained the tender document(s) for the 'Tender/Work' of <b>Repairing of Culvert</b> No.1, 02 and Parimrjanl Ashtal at ICAR-NRC on Litchi from the web site(s) as per your advertisement, given in the above mentioned website(s).
I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No(including all documents likeannexure(s), schedule(s), etc.,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein. The corrigendum(s) issued from time to time by your department/ organizationtoo has also been taken into consideration, while submitting this acceptance letter.  I / We hereby unconditionally accept the tender conditions of above mentionedtender document(s) / corrigendum(s) in its totality / entirety.  I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt.  Department/Autonomous Body/Organization/Public sector undertaking.  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/ organization shall without giving any notice orreason 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 Faithfull

(Signature of the Bidder, with Official Seal)

# **Annexure-VII**

(On the letter head of the Firm)

(TENDER DECLARATION LETTER)	
	Date:

To,

The Director ICAR-National Research Centre on Litchi, Mushahari Farm, Mushahari Muzaffarpur (BIHAR)-842002

Sir,

I / We do hereby tender and if this tender be accepted, under take to execute the work entitled "Repairing of Culvert No.1, 02 and ParimrjanI Ashtal\_at ICAR-NRC on Litchi" as shown in the drawings and as per specifications described in this document of ICAR-NRC on Litchi, Muzaffarpur or such other sum as may be arrived under the clause of the standard preliminary specifications relating to "Payment by final measurement at unit rates".

I/WE have also quoted rates for which I/We agree to execute the work when the lumpsum payment under the terms of the agreement is varied by payment on measurement quantities.

I/WE agreed to keep the offer in this tender valid a period of six month(s) mentioned in the tender notice and not to modify the whole or any part of it for any reason within above period. If the tender is withdrawn by me/us for any reasons whatsoever, the earnest money paid by me/us will be forfeited to Government.

I/WE hereby distinctly and expressly, declare and acknowledge that, before thesubmission of my/our tender I/We have carefully followed the instructions in the tender notice and have read the preliminary specifications and that I/We have made such examination of the contract documents and the plans, specifications and quantities and of the location where the said work is to be done, and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract, and in the said plans and specifications and distinctly agree that I/Wewill not hereafter make any claim or demand upon the Government based upon or arising out of any alleged misunderstanding or misconception /or mistake on my/or our part of the said requirement, covenants, agreements, stipulations, restrictionsand conditions.

I / WE	enclosed	to my/our	application	for tender	schedule	а	crossed	demand	draft
(No	_	•	dated:			_)	for	Rs:	
as earn	est money	y not to bea	ar interest.						

I / WE shall not assign the contractor or sublet any portion of the same. In case if it becomes necessary such subletting with the permission of the shall be limited to (1) Labour contract, (2) Material contract, (3) Transport contract and (4) Engaging specialists for special item of work.

IF MY / OUR tender is not accepted the sum shall be returned to me/us on application when intimation is sent to me/us of rejection or at the expiration of three months from last date of receipt of this tender, whichever is earlier. If my/our tender is accepted the earnest money shall be retained by the Government as security for the due fulfillment of this contract. If upon written intimation to me/us by the Office, I/We fail to attend the said office on the date herein fixed or if upon intimation beinggiven to me/us or acceptance of my/our tender, and if I/We fail to make theadditional security deposit or to enter into the required agreement as defined in tender document, then I/We agree the forfeiture of the earnest money. Any notice required to be served on me/us here under shall be sufficiently served on me/us if delivered to me/us personally or forwarded to me/us by post to (registered or ordinary) or left at my/our address given herein. Such notice shall if sent by post be deemed to havebeen served on me/us at the time when in due course of post it would be delivered atthe address to which it is sent.

I/WE fully understand that the written agreement to be entered into between me/us and Government shall be the foundation of the rights of the both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorized to enter into contract on behalf of Government.

# I AM/WE ARE professionally qualified and my/our qualifications are given below:

S. No.	Name	Qualification

I/WE will employ the following technical staff for supervising the work and will see that one of them is always at site during working hours, personally checking all items of works and paint extra attention to such works as required special attention (eg) Main panel boards, Cable connections etc.,

S. No.	Name	Qualification

I / WE declare that I / WE agree to recover the salaries of the technical staff actually engaged on the work by the department, from the work bills, if I / We fail to employ technical staff as per the tender condition.

### TENDERERS / CONTRACTOR'S CERTIFICATE.

I/WE hereby declare that I/We have perused in detail and examined closely the Indian Standard Specifications, all clauses of the preliminary specifications with all amendments and have either examined all the standards specifications or will examine all the standard specifications for items for which I/We tender, before I/We submit such tender and agree to be bound and comply with all such specifications for this agreement which I/We execute in the different Government Departments.

I/WE certify that I/We have inspected the site of the work beforequoting my price, I /We have satisfied about the quality, availability and transport facilities for all the materials.

I / WE am/are prepared to furnish detailed data in support of all my quoted rates, if and when called upon to do so without any reservations.

I/WE hereby declare that I/We will not claim any price escalation.

I/WE hereby declare that I am / We are accepting for the defect liability period as 24 months.

I / WE declare that I / WE will not claim any extra amount towards any material used for the work other than the quoted works for respective schedule'A' items.

I / WE declare that I / WE will execute the work as per the mile stone programme, and if I / WE fail to complete the work as per the mile stone programme I abide by the condition to recover liquidated damages as per the tender conditions.

I / WE declare that I / WE will abide for settlement of disputes as perthe tender conditions.

## **DECLARATION OF THE TENDERER**

I/WE have not been black listed in any department due to any reasons.

I/We declare that all the Certificates/Documents submitted by Me/US are Genuine.

I/WE agree to disqualify me/us for any wrong declaration in respect of the above and to summarily reject my/our tender.

# Address of the Tenderer:

Seal and signature of the CONTRACTOR Mobile Number

Annexure-VIII	
he letter head of the Firm)	
Date:	

# **WORK COMMITMENT CERTIFICATE**

This is to certify that my existing work commitment anywhere else will not adversely affect my capacity to carry out the work of "Repairing of Culvert No.1, 02 and Parimrjani Ashtal at ICAR-NRC on Litchi [Bihar]".

Signature of Bidder with official seal

# Annexure-IX

(On the letter head of the Firm)

(Bid Securing Declaration Form)

To,

The Director ICAR-National Research Centre on Litchi, Mushahari Farm, Mushahari Muzaffarpur (BIHAR)-842002

Sir,

# I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of five years from the date of notification, if I/We are in a breach of any obligation under the bid conditions, because I/We

Have withdrawn/modified/amended, impairs or derogates from the tender, my/our bid during the period of bid validity specified in the bid; or

Having been notified of the acceptance of our bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with theInstructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of validity of my/our bid.

(Name and Signature of the Bidder, with Official Seal)

(On the letter head of the Firm)

# **Financial Bid Declaration**

To,

The Director
ICAR-National Research Centre on Litchi,
Mushahari Farm, Mushahari
Muzaffarpur (BIHAR)-842002

Sir.

I/We wish to submit our tender for the work of **Repairing of Culvert No.1, 02 and Parimrjanl Ashtal <u>at ICAR-NRC on Litchi</u> on the following rates:** 

Sr.	Particulars	Rates Quoted (INR)
No.		
1.	Rates offered for work at ICAR-NRC on Litchi in accordance with the terms and conditions specified in the tenders including installation transportation specially covered all acts and taxes etc. asapplicable from time to time	As per BOQ

### **NOTES:**

The overall comparison shall be done on the basis of the summation of thequoted rates. I/We agree to forfeit of the earnest money if I/We fail to comply with any ofthe terms and conditions in whole or in part lay down in the Tender form.

I/We have carefully read the terms and conditions of the Tender and areagreed to abide by these in letter and spirit.

I offer the rate(s) as indicated in the Financial Bid inclusive of all applicable charges, duties and taxes except Goods and Service Tax. The rates are in IndianRupee.

I understand and agree that in case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail andwill be considered.

I also agree that the quoted rates shall remain firm throughout the tenure of the contract and no revision will be considered for any reason.

	Signature	
	Name & Address of the firm	
Email ID_ Mobile No	 )	

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: http://eprocure.gov.in). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app

# **REGISTRATION:**

Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) byclicking on the link

"Click here to Enroll". Enrolment on the CPP Portal is free of charge.

As part of the enrolment process, the bidders will be required to choose aunique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbersas part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to otherswhich may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering theiruserID / password and the password of the DSC / eToken.

## **SEARCHING FOR TENDER DOCUMENTS:**

There are various search options built in the CPP Portal, to facilitate biddersto search active tenders by several parameters. These parameters couldinclude Tender ID, organization name, location, date, value, etc. There is also no option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective "My Tenders" folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS:**

Bidder should take into account any corrigendum published on the tenderdocument before submitting their bids.

Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of thebid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.

To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

# **SUBMISSION OF BIDS:**

Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the while coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

The serve time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128bit encryption technology. Data storage encryption of sensitive fields is done.

The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass forany bid opening meetings.

# **ASSISTANCE TO BIDDERS:**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

For any technical related queries please call the Helpdesk, Mobile Number -

+91 8826246593 Tel: The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002.

E-mail: support-eproc@nic.in

Note: Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details.

Sd/- ASSISTANT ADMINISTRATIVE OFFICER

Signature Not Verified

Digitally signed by DILEEP KUMAR

Date: 2023.10.20 11:05:53 IST Location: eProcure-EPROC