



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

रहमानखेड़ा, पो. काकोरी, लखनऊ-226 101 (भारत)



ICAR- Central Institute For Subtropical Horticulture

Rehmankhara, PO Kakori, Lucknow-226 101 (India).

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F.No. 11-437 /2016-17/(Empanelment)/

Dated: - 5-2016

NOTICE INVITING APPLICATIONS

Applications are invited by the Director, CISH, Lucknow from eligible Firms for Empanelment for execution of minor work (Civil and Electrical separately) at CISH Hqrs including block-Ist and its unit at Raebareli Road, Lucknow initially for a period of one year.

Terms & Conditions

1. The applications can be obtained in person from **Cashier Room in Administrative Block between 10.00 hrs. to 15.00 hrs.** on any working day (Monday to Saturday except Holidays) from **30.05.2016 to 15.06.2016** on payment of non-refundable application fees of Rs. 1000/- in cash or in the form of demand draft from nationalized banks only, drawn in favour of "**ICAR Unit CISH**", payable at par at Lucknow.
1. The applications can also be downloaded from website **www.cish.res.in and www.eprocure.gov.in** from **30.05.2016 to 15.06.2016** upto 12:00 a.m. In each case application fees (Rs. 1000/-) can be submitted in form of demand draft drawn in favour of "**ICAR Unit CISH**", payable at Lucknow along with application.
2. There must be separate envelope for each application for Civil and Electrical works superscripted accordingly along with required application fee for individual item with technical compliance statement.
3. The application complete in all respect along with other supportive documents in sealed envelope (This envelope should be clearly marked as Empanelment application for civil work (in case applying for civil work) and Empanelment application for electrical work (in case applying for electrical work) should be deposited in the Tender Box kept in Administrative Section, AAO Room, CISH, Rehmankhara Lucknow-226101 latest by **15.06.2016** on or before **03.30 p.m.** or may be sent by Registered Post/Speed Post addressed to The Administrative Officer, CISH, Rehmankhara, Hardoi Road, P.O. Kakori, Lucknow-226101 so as to reach on or before **3.30 p.m.** on **15.06.2016**.
4. Applications will be opened on **16.06.2016 at 11.00 hrs** in the Committee hall, CISH, Lucknow.
5. The applications received late or incomplete or not submitted in accordance with the format will not be considered and will be rejected.
6. The application for each of the work item as mentioned above has to be submitted separately. **The item No. (Civil/Electrical Works)** must be mentioned on the envelope.
8. All the relevant documents satisfying the eligibility criterion need to be attached with the application.
9. All the documents and pages of application form should be signed by authorized signatory of the firm under seal of the company.
10. The Director, CISH, Lucknow reserves the right to reject any or all the application at his discretion without assigning any reason thereof.
11. Any correction in the application document due to cutting or overwriting, should be duly verified by the contractor. The selected firms will have to deposit security money of Rs. 15,000/- in form of DD

favouring

"ICAR Unit CISH, Lucknow" payable at par at Lucknow.

12. The selected firms will have to sign a contract with CISH on non judicial paper of Rs. 100/- at their own costs.
13. **Contract period:-** The agreement with qualified firm/contractor shall be for a period of 12 months from the date of execution of the contract. This contract can be further extended for a period of further 12 months (upto a maximum of 03 years) on the basis of satisfactory performance and on such terms & conditions as are mutually agreed upon.

**Assistant Administrative Officer
for Director**

Notice No. /Works/Civil/Electrical (Empanelment)/2016-17**Format of application for Registration of the contractors for execution
(Civil/Electrical Separately)**

1.	Name of the firm/ Contractor:			
2.	Address of the firm/ Contractor with Telephone & Fax No.:			
3.	Year of Establishment :			
4.	Status of the Contracting firm/ Contractor (whether Company/Firm/Proprietorship):			
5.	Name, Address & Telephone number(s) of Directors/Partners/Proprietor: of the Contracting firm/Contractor.	(i) (ii) (iii)		
6.	Registration details of the firm			
7.	Registration details for providing Civil/Electrical Work with the C.P.W.D./P.W.D./BSNL/MES Govt. (Central/State) Agency or similar agencies authorized to register Civil/Electrical Contractors			
8.	(a) Mention CST/ST Registration No., Date and attach a copy. (b) Service tax return details for last 03 years (along with copies.			
9.	Mention TAN / PAN (Permanent Account Number) and copies of Income tax assessment & clearance certificate for last three years	PAN No. TAN No.		
10.	Details of turn over for last 3 financial years (minimum Rs. 15.00 lakhs for Civil Works and Rs. 5.00 lakhs for Electrical Works)	2013-14 Rs. 2014-15 Rs. 2015-16Rs.		
11.	Past Experience` The details of civil work done minimum value Rs. 15.00 Lakh and minimum 5 work order in last five years in the Govt. organizations/PSUs (Separate chart may be enclosed if more space is needed)	up to 1 Lakh 1 to 2.5 Lakh 2.5 to 5 Lakh 5 to 10 Lakh & above Total	Nos of work order	Value
12.	Certificate from the clients regarding the experience of doing work during last 5 years shall also be furnished.			
13.	For electrical work the firm should have A-class electrical license certificate issued from Government.			

- Please attach documentary evidence (attested by Gazetted Officer) from Point 1-12.

Verification

I / We, verify that all details furnished above are true and correct to the best of my / our knowledge and belief the firm has never been black listed by any govt./PSU agencies. I /We understand that in case of furnishing of any false information or suppressing of an material information, the bid shall be liable for rejection besides initiation of penal proceeding by the ICAR Unit, CISH, Lucknow, as it deems fit.

Date í í í í í í í í ..
Place í í í í í í í í í

Signature of í í í í í í
Contractor /Authorized signatory
Seal

TERMS & CONDITIONS

(Annexure to be returned duly accepted and signed with date and stamp)

1. The **Civil/ Electrical works** shall be rendered by the contractor under the continuous monitoring and supervision of one or more specifically designated officials of Central Institute for Subtropical Horticulture, Lucknow. (CISH, Lucknow)
2. The decision of the Director, CISH, Lucknow on the workmanship shall be final and binding in the contractor. Such other terms and conditions considered necessary by the Institute and the Contractor in such case shall abide by the same.
3. Notwithstanding anything contained herein before, it is agreed that the Director, CISH, Lucknow reserves to the right to alter/modify the schedule of work and of adding to or omitting any items of work or having portions of the same carried out departmentally or otherwise and such alterations of variations shall not vitiate this Empanelment/contract.
4. Efficiency is the essence of this contract. The Contractor agrees and undertakes to render the work (Civil/Electrical Works) to the Institute as per the requirement and satisfaction of the Institute from time to time.
5. The selected contractor or his representative shall be bound to follow the directions/instructions of the Director, CISH, Lucknow.
6. **Mode of Selection of Contractor:-**All applications will be send to Empanelled firms of the Institute and shall be hoisted in CISH web site (www.cish.res.in) also. The website shall be open for both Empanelled firms and non empanelled firms for better response and rate competitiveness. The maximum work value shall be upto 10 lakhs.
7. **Personal Supervision:** It will be the Contractor's responsibility to ensure that the obligations under the terms of this agreement are duly performed and observed by him/her and their staff.
8. **Complaints and Improvements:** The Contractor shall carry out such improvements as may be necessary for ensuring satisfactory service of **Civil /Electrical works** of the Institute by the Institute's Administration.
9. **Summary Termination of the Contract:** In the event of instances of gross misbehavior, theft, burglary, moral turpitude, misuse of the Institute's property etc. by the Contractor or by any staff or agent of the Contractor, CISH may forthwith terminate your Empanelment summarily without any previous notice to Contractor and Contractor shall have no claim whatsoever against CISH.
10. **Contractor to vacate the site on Termination/Expiry:** Immediately on the termination or expiry of this contract, the Contractor and its employees and agents shall peacefully vacate the premises and handover to CISH all articles, equipment, furniture and fixtures belonging to CISH and entrusted in its custody and shall remove all its stores and effects. In case of default, CISH shall be entitled to enter into the same or remove the stores or the effects wherever lying of the Contractor and to dispose of the same by sale or otherwise without being liable for any damage.
11. **Payments:-** Payment shall be made on bill basis by through RTGS transfer after satisfactory completion of work.
12. **Compensation:-** In case of failure to provide services efficiently as per contract, the Contractor shall pay/authorize the employer to deduct the sum equivalent to the actual expenditure incurred/should have

incurred on job not done or not properly done, plus 10% as liquidated damages, from any payment due to the Contractor.

13. **All statutory deductions/Government levies if any shall be made from the payment due to the contractor.**
14. The Nominated Officer shall endorse the following certificate on the bills Certified that the work during the period of the bill has been carried out as per the scope, terms and conditions of the contract and to the entire satisfaction.
15. No other costs, charges, wages dues and compensation whatsoever to staff, employees or other persons engaged by the contractor shall be payable by CISH, Lucknow or shall be claimed by the contractor from CISH, Lucknow or shall be claimed by the contractor from CISH Lucknow for the services required to be rendered by the contractor over and above the said contractual payment.
16. **Penalty:-** (i) The Institute / works committee will also keep a constant check on the quality of the services provided by the Contractor on daily basis . In case of complaint same has to be rectified at the cost of the contractor. In case of non-compliance within 7 days and violation of the terms of the contract, the Institute will take a decision and may impose financial penalty of minimum Rs. 1000/- (which may be increased in multiples of 1000/- depending upon the gravity of the complaint /amount of losses.) and make suitable deductions from the Contractors bill for which the Institute's decision will be final and binding on the Contractor.
(ii) In case of failure to provide such services the contractor shall pay/authorizes the CISH to deduct the sum equivalent to the actual expenditure which should have incurred on labour not-done or not properly done plus 10% as liquidated damages, from any payment due to the Contractor.
(iii) In case of delay in the completion of the total work a penalty at the rate of 0.25% of the total cost of the per week or part thereof will be levied.
17. **Failure to Exercise Institute's rights:-** Any omission on the part of CISH at any time to exercise any of its rights under the terms of the **Civil /Electrical works** shall in no way impair or affect the validity of the terms and the rights of CISH to enforce its rights at any time subsequent.
18. **Tenancy Rights:-** Nothing herein contained shall be construed to create any tenancy in Contractor's favour of the premises and CISH may of its mere motion effect the termination of **Civil/ Electrical work Empanelment** contract and reenter and retake and absolutely retain possession of the area provided for their store purposes.
19. **Licenses and Registrations:** - The Contractor should obtain the requisite license under Contract Labour Act (Regulation and Abolition Act, 1970) and amended from time to time issued by the concerned Labour Department for running the establishment. CISH shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishment by the Contractor.
20. The Contractor shall register with the Registrar of concerned State Body and shall abide by State Labor /Government of India (Ministry of Labor) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract including Works Contract Act, Minimum wages Act, 1950 and amended from time to time, Payment of Wages Act, 1935 and amended from time to time, Provident Fund Act, ESI Act and such other Statutory Enactment, Rules and Regulations laid by the Government and local body in force, coming into force which may apply to this agreement. The Contractor shall indemnify the principal employer (CISH) against risks, losses, injury and damages expenses arising out of the default on the part of Contractor due to negligence or non-compliance of any of the aforesaid rules, regulations etc. laid down by the Government and other statutory authorities from time to time. The contractor shall comply with the provisions of all labour laws including

employees state Insurance Act, Workmen's Compensation Act, payment of Minimum Wages Act, 1948. Employees P.F. Act, and timely payment of all their dues in respect of the employees engaged by him for rendering the aforesaid works and shall keep CISH. Lucknow absolved from all acts and omissions, faults breaches and /or claims, demands, loss, injury and expenses, to which CISH. Lucknow may be put of or involved as result of contractor's failure to fulfill any of the above obligations and CISH. Lucknow shall be entitled to recover any such losses or expenses which it may have to suffer on account of such claims, demands, loss or injury, from the contractor's final bill or from security deposit or from any money due to contractor without prejudice to its any other rights under the law.

21. The Contractor shall comply with all requirements of law with regard to the provision of labour and ensure that an appropriate license from State Assistant Commissioner is obtained. It shall be the responsibility of the Contractor for furnishing necessary Statutory information/documents in proof of the above whenever called for by CISH.
22. **Contract period:-** This agreement with successful Contracting firm/ Contractor shall be enforced for a period of 12 months from the date of execution of the contract. The selected firm period may be extended maximum 03 years whose work on the basis of satisfactory performance on such terms and conditions as are mutually agreed upon.
23. This agreement shall be enforceable in Courts situated at Lucknow, U.P. any suit or application for enforcement of the above shall be filed in the competent court at Lucknow.
24. The selected firm after empanelment shall bear all the costs and expenses in respect of all charges, stamp duties of Rs. 100/- etc. relating to the agreement.
25. The Contractor agrees and undertakes to bear all taxes, rates, charges, levies or claims whatsoever as may be imposed by the State/ Central Govt. or any local body or authority. The Contractor agrees to furnish such proof of payments or compliance of the obligations including Registration Certificate, clearance certificate etc. as may be required by the Institute from time to time.
26. The Contractor shall keep the Institute indemnified against all the claims and liabilities, if any.
27. The Contractor and his employees shall devote their full attention to the work of **Civil / Electrical work** of the Institute and shall discharge his obligations as mentioned in the agreement most diligently and honestly.
28. The Contractor shall employ staff who are medically fit, neat, hygienic, tidy and well behaved and the employees shall be provided with suitable uniforms in consultation with the Institute.
29. The contractor and all his employees shall obey at all time during the continuance of the agreement obey and observe all directions and instructions which may be given by the Institute concerning any aspect of **Civil / Electrical work**. In case the contractor or any of his employees fail to fulfill their obligations for any day or any number of days to the satisfaction of the Institute for any reason whatsoever he shall be liable for imposition of financial penalty without prejudice to its other rights and shall be entitled to deduct such damages from the money if any payable to him.
30. All the materials used for the work shall be of approved quality and as per CPWD specifications and CISH. Lucknow reserves the right to check the materials brought for the work at any time and reject them if not found suitable.
31. The staff employed by the contractor for rendering the services as contracted will be the employees of the contractor and will be on his pay rolls and they shall receive instructions from the contractor for

their duties to be carried out by them and for effective discharge of the aforesaid duties CISH, Lucknow will in no way be responsible for these labourers deployed by the contractor.

32. The Security Money deposited by the contractor may be forfeited in the event of contractor's failure to fulfill any of the obligations under the agreement and unless so forfeited it shall be refunded to contractor after a stipulated period from completion of the works. The Security Money shall not carry any interest whatsoever. All Statutory deductions as applicable shall be deducted at source from the contractor's bill.
33. In case the Contractor assigns or sub-contracts for this contract without written approval of the Institute or attempts to do so, the Institute shall have the right to terminate the agreement **without giving any notice to the Contractor.**
34. The Director of the Institute shall be the sole authority to judge and decide on the quality of the services rendered by the Contractor. All questions relating to the performance of the obligations under the agreement and all the disputes and differences which shall arise either during or after the agreement period are matters, arising out of or relating to the agreement or payments to be made in pursuance thereof shall be decided by the Director of the Institute. The Contractor hereby agrees to be bound by the decisions of the Director.
35. The successful contractor shall have **to deposit Rs.15,000/- as Empanelment deposit** (refundable) by means of Demand draft or TDR (for a minimum period of 15 months) drawn in favour of ICAR UNIT CISH, Lucknow and payable at Lucknow. The Institute shall be entitled to adjust or appropriate the said security/deposit towards loss or damage or breakage in the items entrusted or caused to other assets of Institute by the Contractor or his employees or any other liability of the Contractor. No interest shall be payable by the Institute on this amount. Empanelled firm will be exempted to deposit EMD with application. However, the cost of application as and where asked shall be paid by to Empanelled firms.
36. The Institute shall have the right to withhold any reasonable sums from the amounts payable to the Contractor commits break of any of the terms and conditions to the satisfaction of the Institute and the quality performance of contract with regard to **Civil & Electrical work** is found unsatisfactory, the Institute shall have the right to terminate this Empanelment.
37. **Termination of Contract**
 - (a) The Empanelment/works contract shall be terminated without notice on gross violation or by efflux of time. It may be terminated on account of un-satisfactory works by **two months** notice at the option of the Institute.
 - (b) On Contractor being declared insolvent by competent Court of Law.
 - (c) The contractor shall also have the only option to terminate the Empanelment Contract after **giving two months notice to the Institute.**
 - (d) On termination of contract by the Institute for any reason whatsoever, the Institute shall be entitled to engage the services of any other person, agency or Contractor to meet the requirements without prejudice to its rights including claim for damages against the Contractor.
38. The responsibility of arranging instruments/equipments pertaining to works in the Institute will rest on the Contractor.
39. The Contractor shall be responsible for general cleanliness, hygiene of the portion occupied by them in the campus and also furniture and fixture therein.

40. The Contractor shall not be allowed to carry away any material/item out of the campus without the prior permission of the Institute. The Contractor shall co-operate with the other Contractors working in the campus.
41. In case of any default/improper maintenance in due time, the Institute reserves to itself the right to withhold/recover from the Contractor's Bill or Security Deposit/EMD and get the job executed through any other agency at the Contractor's cost plus liquidated damage @ 10% of the total value of work order.
42. All the materials used for the work shall be of approved quality and CISH Lucknow reserves the right to check the materials brought for works at any time and reject them if not found suitable.\
43. The Contractor shall be taking care of any illness and/or any accidental eventuality to the person, employed/deployed during the work execution period and inside the CISH campus. CISH has no role towards such situation, neither in terms of providing medical attention nor to give financial support to the incumbent or his family.
44. **ARBITRATION ó All disputes and differences of any kind whatsoever arising out of or in connection with this agreement shall be referred to the arbitration of a sole arbitrator to be appointed by the Director, CISH, Lucknow. The place of arbitration shall be Lucknow. The decision of the arbitrator shall be final and binding on both the parties.**
45. **The venue of arbitration will be the office of Director , CISH , Lucknow or as decided by the arbitrator.**
46. Any other conditions lays down in application shall be abided by the Empanelled Contractor and/ or other Contractor.

**Contractor's Signature
Firm seal & Address**