



भारतकृषिअनुसंधान-केन्द्रीय उपोष्ण बागवानी संस्थान

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

ICAR-Central Institute For Subtropical Horticulture

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

Phone (O)2841022,2841023, 2841024; Fax 0522-2841025

Web Site www.cish.res.in; E-cish.lucknow@gmail.com



No. 11-440(W)/2017/

Dated: 20.02.2017

To,

M/s í í í í í í í í í ..

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Sub: Tender for Repair/Replacement /Strengthening of farm fencing at Block-III, CISH, Rehmankhhera, Lucknow

Dear Sir,

You are invited to quote your lowest rates for undertaking the work of **Repair/Replacement/ Strengthening of farm fencing at Block-III, CISH, Rehmankhhera, Lucknow** All the relevant details are given below:

1. DELIVERY OF TENDER

The tenders should be submitted in sealed cover super scribed with the **name of the work and closing date** written on the envelope. The tenders should be dropped in the Tenders/Quotations box kept in the Room of the Administrative Block on or before the **closing date (07.03.2017 upto 14:00 hrs.)**. In case these are sent by post these should be sent by Regd. Post/ Speed Post addressed to Assistant Administrative Officer, CENTRAL INSTITUTE FOR SUBTROPICAL HORTICULTURE

- (i) Rehmankhhera, P.O. Kakori Lucknow 226101. You are to ensure that the quotation is posted well in advance so as to reach before the closing date indicated above.
- (ii) Tender will not be received by hand in any case. The tenders should be duly sealed, super scribed and addressed as instructed above. No responsibility whatsoever will be accepted with regard to postal delays or wrong delivery of the tenders sent by post.
- (iii) Two Bids is applicable. Financial bids (Annexure-I) and Technical bid (Annex-I) should be submitted in separate envelopes.

2. BID SECURITY OR EARNEST MONEY DEPOSIT (EMD)

- (i) An Earnest Money as mentioned against the item (CISH, empanelled firms exempted from deposit of EMD) in form of demand draft in favour of **ICAR Unit, CISH, Lucknow** is to be enclosed with the Tender.
- (ii) If the Tender is not accompanied by valid Earnest Money (where required) in the prescribed form, the Tender/Quotation shall be treated as NON BONAFIDE and shall not be considered for further evaluation and the bid will be rejected.
- (iii) Unsuccessful bidders bid security will be discharged/returned as promptly as possible without any interest.
- (iv) The successful bidder's bid security will be discharged/returned upon the bidder signing and accepting the contract and furnishing the performance security.
- (v) The EMD of the bidder(s) will be forfeited if he withdraws at any stage after submitting tender and in case of successful tenderer, due to non fulfillment of any Term and condition of the tender before commencement of the work.

3. **PERFORMANCE SECURITY**

- (i) The contractor whose tender is accepted will be required to furnish performance guarantee of 10% of the tendered amount before commencement of work or 15 days of issue of order, whichever is earlier. The guarantee shall be in form of demand draft from nationalized banks only, drawn in favour of "**ICAR Unit CISH**" payable at par at Lucknow.
- (ii) The security will be forfeited in case of default in fulfilling any of the conditions of the tender at the discretion of the Director, ICAR-CISH, Lucknow.
- (iii) The security money will be refunded after six (6) months of completion of the contract without any interest.

4. **PAYING AUTHORITY**

The Director, ICAR-CISH, Lucknow-226101

5. **PENALTY CLAUSE**

a) In case of delay in completion of the work, penalty will be levied at the rate of 0.5% of work value per week subject to maximum 10% of contract value after which the contract will be cancelled.

b) Any leftover material etc after completion of the work has to be removed by the contractor. Any such material found penalty @ Rs. 100/- per day will be charged from the contractor.

c) Efficiency is the essence of this contract. The contractor undertakes to provide the services set out above efficiently and maintain the standard of workmanship required from him under the contract. In case of failure to provide such services the contractor shall pay/ authorizes the Director, ICAR-CISH to deduct the sum equivalent to the actual expenditure which would have uncured on job not-done or not properly done plus 10% as liquidated damages, from any payment due to the contractor.

6. **DISPUTE RESOLUTION MECHANISM**

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

7. **MISLEADING INFORMATION**

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

8. **AWARD OF WORK**

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

9. **SIGNING OF CONTRACT**

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

10. **COMPLETION OF JOB**

- i) All the jobs as per the enclosed annexure shall be completed positively within the time frame as mentioned against each item.
- ii) If the successful tenderer fails to complete the job without any reason within the stipulated time period as prescribed by ICAR-CISH against each job, penalty shall be charged as per rules mentioned in the "**Conditions of contract**".

11. **OTHER INFORMATION**

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

12. OTHER PROVISIONS

- i) Tenders will be issued to eligible contractors provided they produce definite proof from the appropriate authority, which shall be to the satisfaction of the Competent Authority, of having satisfactorily completed similar works as per given details:
 - a) Three similar works each of value not less than 40% of estimated cost or two similar work each of value not less than 50% of estimated cost or one similar work of value not less than 80% of estimated cost in last 7 years ending last day of the month previous to the one in which the tenders are invited.
- ii) All rates quoted should be net in inclusive all taxes/duties etc and written both in figures and words.
- iii) Tenderer shall also work out the amount for each item of work and write in both figures and words.
- iv) Before quoting you are requested to inspect the site to fully acquaint yourself about the conditions with regard to accessibility of site, nature and extent of ground, working condition of site and locality including stocking of materials, installations of tools and plants (T&P) etc, conditions affecting accommodations and movement of labourer etc. required for the satisfactory execution of the work contracted. No claim whatsoever on such account shall be entertained by the Director ICAR-CISH in any circumstances.
- v) Quotation submitted should strictly comply with the following requirement:-
 - (a) Quotation should be signed in ink and duly stamped.
 - (b) If the quotation is submitted on behalf of the firm of partners of a limited concern it must be signed either by all partners or some person holding a valid power of attorney from the partners constituting the firm. The person signing the quotation on behalf of partner or on behalf of firm, shall attach with the quotation power of attorney or partnership deed or memorandum of article as the case may be and bound such other person or the firm as the case may be in all matters pertaining to the contract including the arbitration clause. Even in case of firm which have already granted power of attorney to an individual authorizing him to sign Tender/Quotation and contract documents on behalf of the firm and in pursuance which Tender/Quotations are being signed by such power as a routine a fresh power of attorney duly executed in his favour by all the partners of the firm stating specifically that person have authority of binding such partners as the case may be, including condition relating to arbitration clause should be submitted with the Tender/Quotation, unless such authority already been given to the person(s) concerned by the firm.
 - (c) The registration details of the firm as under may also be furnished failing the quotation is liable to be cancelled:-
 - i) PAN No.
 - ii) TIN No.
- vi) Attention is also invited that conditional Tender/Quotations are liable to be rejected. As such attachment of own conditions is not congenial in case of competitive Tender/Quotations. It is therefore informed that your quote/Tender/Quotation should be based solely on the conditions of the contract and other parts of the documents issued by Director, ICAR-CISH. Any quotation/Tender/Quotation which does not fulfill these essential requirements shall be considered "NON BONAFIDE" and will not be considered for acceptance.
- vii) The Director, ICAR-CISH does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
- viii) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- ix) Non-compliance with any of the conditions set forth here above is liable to result in the tender being rejected.

Assistant Administrative Officer

Bid Document Structure

1. The Bid Document Contain:

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

2. Schedule

Start Date & Time availability of Tender Documents 20.02.2017 - 10.30AM
Last Date & Time for download of tender document: - 07.03.2017 up to 14.00 hrs.
Last Date & Time for receipt of tender document: - 07.03.2017 upto 16.00 hrs.
Tender Opening Date & Time: -08.03.2017 at 11.00 hrs

The tenderer representatives should adhere to the respective schedule

3. Major Documents & Compliance check list:

Sl. No.	Check List	Yes/No
1	The sealed envelope shall contain the following:	
2	Tenderer's covering letter	
3	Deposit receipt of Earnest Money	
4	Up to Date Income tax clearance certificate from Income Tax Office.	
5	Registration certificate (CPWD/PWD/MES/BSNL/ Any other Govt, department).	
6	Experience certificate.	
7	Office organization of company giving information regarding office set up, Telephone, Fax, E-mail, Computer, Etc.	
8	No page shall be removed from or added to the complete set of tender document issued for the work.	
9	Signature with seal on all the pages	
10	Annexure A(1&2)&B/C/D/E/F (as applicable)	
11	Technical bid and financial submitted in separate envelope with both enclosed in a single envelope, which is/are super scribed with the details of work item and name of the firm	

Note: Empanelled firm's with **ICAR-CISH** are not required to submit proof of registration, PAN, ITR's, TIN and experience certificates with their tender document.

Signature of contractor with Seal & Date

NOTICE INVITING TENDERS

Sealed tenders, in 2 bid format, are invited by the Director, ICAR-CISH, Lucknow on behalf of Secretary ICAR, Krishi Bhawan, New Delhi from approved and eligible Contractors of appropriate class enlisted with CPWD/MES/PWD/Public Works Organizations and other similar agencies authorized by the govt. as per details given below:

Place of work: **Block-III of ICAR – CISH, Rehmankhhera, Lucknow**

Note: - Tender document to be submitted to the Director, ICAR-CISH, Rehmankhhera, Lucknow – 226101

Details of work

Sl. No.	Name of work	Estimated cost (in Rs. Lacs)	EMD (In Rs.)	Cost of Bid Documents (In Rs.)	Time of Completion (Days)
1.	Repair/Replacement /Strengthening of farm fencing at Block-III, CISH, Rehmankhhera, Lucknow		23000	1000	21 after issue of work order
	Specification				
1.	Chain link fencing (75 mm size mesh, 3mm dia of GI wire) 15.0 m x 1.8 m size bundle				
2.	Labour charge for fixing /fitting of chain link fencing with existing poles by welding and clipping including clearing of site, complete as directed.				
		Total	23000		

Terms & Conditions

- Tender documents can be downloaded from website **www.cish.res.in** from **20.02.2017** to **07.03.2017** In each case tender fees (Rs. 1000/-) should submitted in form of demand draft drawn in favour of **“ICAR Unit CISH”**, payable at Lucknow along with tender documents.
- There must be separate envelope for each tender item containing required tender fee and earnest money for individual item with technical compliance statement.
- Tender complete in all respect along with other supportive documents in sealed envelope (This envelope should be clearly marked as "Tender application for item"(Sr. No & Name) should be deposited in the Tender Box kept in the room of Assistant Administrative Officer, Central Institute for Subtropical Horticulture, Lucknow latest by **07.03.2017** on or before **14.00** hrs or may be sent by Registered Post/Speed Post addressed to The Assistant Administrative Officer Central Institute for Subtropical Horticulture, Lucknow -2260101 so as to reach on or before **16.00** hrs on **07.03.2017**
- Technical compliance statement (Annexure A-1 & A-2) attached with necessary documents and Financial statement as per work item given in Annexure B/C/D/E/F need to be submitted in separate sealed envelope ,inside the main envelope.(all the envelopes should be superscripted accordingly).
- The Three envelopes should also bear the name of the firm submitting the bid.
- Tender will be opened on **08.03.2017** at **11.00** hrs in the Committee hall of the Institute in the presence of Bidders or their authorized representatives.
- Tender received late or incomplete or not submitted in accordance with the format will not be considered and will be rejected.
- The tenderer will have to deposit EMD as mentioned for each item in the shape of Demand Draft drawn in favour of **“ICAR Unit CISH”** payable at par at Lucknow along with their bid.
- Tender for each of the work item as mentioned above has to be submitted separately. **The item No.** must be mentioned on the envelope.
- Annexure A(Part-1&2) is mandatory for all the firms applying for any of the work item, whereas Annexure **B** is required to be filled by firms .applying for Item no. **1**, Annexure **C** is required to be filled by firms

applying for Item no. 2, Annexure D is required to be filled by firms applying for Item no. 3, Annexure E is required to be filled by firms applying for Item no.4, Annexure F is required to be filled by firms applying for Item no.5.

11. Firms submitting bid for more than one work in a single envelope will be disqualified and the tender will not be evaluated.
12. All rates should be quoted both in words & figures inclusive of all taxes and there should not be any over writing or use of fluid for correction. Any cutting or use of fluid will lead to disqualification of the tender.
13. The estimated cost of each item is merely given as a rough guide.
14. All the relevant documents satisfying the eligibility criterion needs to be attached with the tender document.
15. All the documents and pages of tender form should be signed by authorized signatory of the tendering firm under seal of the company.
16. The Director, ICAR-CISH, Lucknow reserves the right to reject any or all the tenders at his discretion without assigning any reason thereof.
17. Any correction in the tender document due to cutting or overwriting should be duly verified by the contractor.

**Assistant Administrative Officer
for Director**

(To be returned duly accepted and signed)

GENERAL CONDITIONS OF CONTRACT

CLAUSE 1: EXECUTION OF CONTRACT DOCUMENT

- 1.1 The tenderer whose tender is accepted shall be required to execute the contract documents within 15 days from the date of issue of work order.
- 1.2 Every contract shall be completed in respect of the documents it shall constitute. Not less than 3 copies of the contract documents shall be signed by the Competent Authority and one copy given to the contractor. The agreement will be drawn on stamped paper of value Rs. 100/-. The contractor has to submit the stamp paper at his cost.
- 1.3 The tenderer shall quote his rates complying with the instructions contained in the tender documents and must tender for all items in the tender schedule by quoting his/her rate for the same. The items shown in the tender schedule are given as a guide and are approximate only and are subject to variation according to the needs of ICAR-CISH. The CISH does not also guarantee work under each item of the schedule. No correspondence shall be entertained in this regard.
- 1.4 The tenderer shall keep the offer open for a minimum period of **90 days** from the date of opening of tender or the period extended further by mutual consent from time to time.
- 1.5 Works are required to be completed strictly within the time and date stipulated in the tender document.
- 1.6 The tenderer shall not take the advantage of any misinterpretation of the conditions due to typing or any other error/errors and if any doubt, shall bring such error/errors to the notice of ICAR-CISH without delay.

CLAUSE 2: COMMENCEMENT OF WORK

- 2.1 The contractor shall commence the works on site within a period of **7 days** from the date of issue of letter of work award. Thereafter the contractor shall proceed with the works with due expedition to complete the works within the stipulated time period.

CLAUSE 3: TENDERED RATES

- 3.1 The tendered rates shall be inclusive of all taxes and cesses, and also inclusive of tax leviable in respect of work contract under provision of Govt. of Uttar Pradesh Sales tax act.
- 3.2 The rates quoted by the contractor must be inclusive of tax. No extra payment on this account will be made to contractor. The quoted rates must be valid for **90 days** from the date of opening of tender.
- 3.1 The contractor must visit the site and study the working conditions, site conditions and the quantum of work involved before quoting the rates for lump sum items. No claim of the contractor shall be entertained in under estimation of Lump sum items.

CLAUSE 4: LABOUR ACT

- 4.1 No contractor shall employ any person who is under the age of 18 years. Works-in-Charge is authorized to remove from work any person who is below 18 years.
- 4.2 The contractor shall pay fair and reasonable wages to the workmen employed by him. In the event any dispute arising between the contractor and his workmen on the ground that the wages paid are not fair and reasonable, the dispute shall be referred without any delay to the Director ICAR-CISH, Lucknow. The decision of the Director ICAR-CISH shall be conclusive and binding on the contractor.
- 4.3 All facilities provided in the contract labour act should be provided (Regulation and Abolition Act 1971).
- 4.4 The contractor shall pay fair and reasonable wages as per the minimum wages act (Govt. of India/Govt. of Uttar Pradesh) prevailing in the locality.
- 4.5 The contractor shall duly comply all provisions of contract labour act (Regulation and Abolition) 1979 as applicable in state of Uttar Pradesh, and amended from time to time and all other relevant status and statutory provision concerning payment of wages particular to the workmen employed on the site.

CLAUSE 5: SAFETY OF THE WORKERS

- 5.1 The contractor shall be responsible for and shall pay any compensation to his workmen under the Workmen's compensation act 1923 (VIII of 1923) (hereafter call the said act) for injuries caused to the workmen.
- 5.2 The contractor shall be responsible for and shall pay the expenses or providing any medical aid to any workman who may suffer bodily injury as a result of an accident.
- 5.3 The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of workers employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with following regulations in connection therewith.
 - (a) The workers shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.

- (b) When work is carried on in proximity to any place where there is risk or drawing all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for prompt rescue of any person in danger.
- (c) Adequate provisions shall be made for first aid treatment of all injuries likely to be sustained during the course of work.

CLAUSE 6: MODE OF PAYMENT

- 6.1 The payment will be made only after successful completion of the entire job. The contractor should submit the first and final bill within 15 days after completion of the work and same will be paid within a month if it is in order.
- 6.2 **Part payment or Running bill is not accepted** No correspondence shall be entertained in this regard.
- 6.3 On completion of the work the contractor shall furnish a report to this effect and submit to designated officer of the institute Office (works) in this case, who will certify for satisfactory completion of the work. But no such certificate shall be given nor shall be considered to be complete until the contractor shall have removed all the rubbish, surplus material, all scaffolding etc. from the premises. The bill forwarded by the contractor shall be considered for payment only after obtaining the certificate as described above.
- 6.4 Please Provide details of Your Bank account along with Bank Name, Branch details, IFSC code etc.

CLAUSE 7: TECHNICAL SPECIFICATIONS

- 7.1 The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards material and every other respect in strict accordance with specifications as mentioned in the tender document against each job.
- 7.2 Every effort has been made to give detailed specifications for each and every item in the schedule; however, wherever specifications mentioned by ICAR-CISH are not sufficient, the works should be carried out as per CPWD technical specification and works manual with latest correction slip.
- 7.3 In general, all the works should be carried out conforming to ISI test standards and specifications. All the materials used in construction shall conform to the requirement of latest IS specifications.
- 7.4 The Director, ICAR-CISH shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the authorized Official from ICAR-CISH and such alteration shall not invalidate the contract. Payment of such additional works which are not included in the quantities and rates of original tender schedule shall be made on the basis of CPWD DSR rates and procedures. Where, however, the work is to be executed according to the designs, drawing and Specifications recommended by the contractor and accepted by the Competent Authority of NBFGR, the alterations above referred to shall be within the scope of such designs, drawings and specifications appended to the tender.
- 7.5 The successful tenderer should make their own arrangement to obtain all materials required for the work like cement, sand, water, electricity etc.
- 7.6 In all cement involved works 53 grade cement (Ambuja/Birla/L&T etc.) to be used.

CLAUSE 8: UNSATISFACTORY AND DEFECTIVE WORKS

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

CLAUSE 9: INCOMETAX & WORK CONTRACT TAX DEDUCTION

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

CLAUSE 10: DEDUCTION FOR ELECTRICITY AND WATER CHARGES

- 10.1 If water and electricity is required to be used from the ICAR-CISH campus, then the contractor has to ask for the same in writing, for which the charges as per the relevant CPWD rules and regulations shall be deducted from the bill of the contractor (i.e. 1% for water in all water-cement items, and 1% for the items wherever Electricity is consumed/utilized).

CLAUSE 11: DAMAGES TO GOVT. PROPERTY

- 11.1 Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Govt., property including any damage caused by spreading of fire, shall be estimated by the Works-in-Charge subject to the decision of the Director, ICAR-CISH, on appeal shall be final and

- the contractor shall bound to pay the amount of the assessed compensation on demand, failing which, the same will be recovered from the bill of the contractor.
- 11.2 The contractor shall be responsible for making good the damages done to the existing property or work during construction by his men.

CLAUSE 12: SUPERVISION AND INSPECTION OF WORKS AND QUALITY CONTROL

(a) **SUPERVISION**

The contractor shall either himself supervise the execution of the works or shall appoint the competent engineer, to act on his behalf. If in the opinion of the Works-in-Charge, the contractor has himself no sufficient knowledge and experience of receiving instructions or cannot give his full attention to the works, the contractor shall at his own expenses, employ as his accredited agent a qualified Engineer. If the contractor fails to appoint a suitable agent, the Director, ICAR-CISH reserves the right to suspend the works until a suitable agent is appointed and the contractor shall be responsible for the delay so caused to the works and the contractor shall not be entitled for any compensation on this behalf.

(b) **INSPECTION**

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

CLAUSE 13: SAMPLES AND TESTING OF MATERIALS

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

CLAUSE 14: CLAIMS

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

CLAUSE 15: OTHER CONDITIONS

- 15.1 No work shall be done on Sunday and other holidays without the prior permission in writing of the Works-in-Charge.
- 15.2 Any contractor who does not accept these conditions shall not be allowed to tender for works.
- 15.3 The contractor shall not sublet or assign his contract to others.

- 15.4 Except where otherwise specified in the contract the decision of the Director, ICAR-CISH, Lucknow, shall be final and binding on all parties of the contract upon all questions relating to the meaning of the specifications, designs, drawings, etc or as to any other question, claim, right, matter, or thing whatsoever, in any way arising out of, or relating to the contract, design, drawing, specifications, etc. or otherwise concerning the works, or the execution, or failure to execute the same, whether arising during the progress of the work, or after the completion, or abandonment thereof.
- 15.5 If the contractor stops the work in between due to his personal reasons, financial grounds, etc, for more than ten days after the commencement of works, the competent authority of ICAR-CISH shall issue a notice to the contractor to this effect. The contractor has to start the works within seven days from the date of receipt of the notice, failing which the contract will be terminated, and the works will be executed by some other party at the risk and cost of the contractor. The decision of the Director, ICAR-CISH, Lucknow will be final in this regard without prejudice to any other rights or remedies whatsoever.
- 15.6 The services envisaged under the present contract shall be rendered by the contractor under the continuous monitoring and supervision of one or more specifically designated officials of Central Institute for Subtropical Horticulture, Lucknow.
- 15.7 If any statutory regulations or bye-laws come into force after submission of the bids, which cause additional or reduced cost to the contractor in the execution of the contract, such additional or reduced cost (except which are covered in cost indices) shall be added or deducted from the contract price.
- 15.8 No other costs, charges, wages dues and compensation whatsoever to staff, employees or other persons engaged by the contractor shall be payable by Central Institute for Subtropical Horticulture, Lucknow or shall be claimed by the contractor from Central Institute for Subtropical Horticulture Lucknow for the services required to be rendered by the contractor over and above the said contractual payment.
- 15.9 No trade tax/ sales tax or any other form will be issued by the department. The contractors quoted rates shall include all taxes, Octroi, excise duty etc. as applicable and issued by State Govt./ Central Govt.
- 15.10 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 Central Institute for Subtropical Horticulture. Lucknow will in no way be responsible for these labourers deployed by the contractor

Signature of contractor with Seal & Date

Technical compliance Statement

Sl. No.	Check List	Details
1.	Name of the firm	
2.	Office organization of company giving information regarding office set up, Telephone, Fax, E-mail, Computer, Etc.	
3.	Up to date Income Tax Clearance certificate from Income Tax office(last 3 years)	
4.	PAN /TIN details	
5.	Valid Registration certificate (CPWD/PWD/MES/BSNL/ Any other Govt, department).	
6.	Experience certificate (As applicable)	
7.	Deposit receipt of Earnest Money (DD No, Bank Name, Date of DD etc.)	

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

Signature of contractor with Seal & Date

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

Annexure-A(Part 3)

To,

The Director,
Central Institute for subtropical Horticulture,
Rehmankhhera, P.O. Kakori,
Lucknow

Sub: Open Tender Notice Dated.....
Certificate of Bid Participation and Acceptance of terms of the tender reg.

Sir,

We agree to execute/supply the above works/goods & allied services. We confirm that the same will meet the description. Specification and other technical details as required in the tender enquiry.

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

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

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

We conform that our offer will remain valid for acceptance for.....days after the date of opening of tenders.

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

For and on behalf of.....

(Name and address of the tendering firm)

.....

To,
The Director,
Central Institute for subtropical Horticulture,
Rehmankhhera, P.O. Kakori,
Lucknow

Date: í í í í í í í í

Reg: Declaration of Relative Serving in ICAR-CISH- reg.

I/We hereby declare that I/We have/ don't have any person related to me serving in any capacity in ICAR-CISH, Lucknow. TYhe details of my relatives are as follows:-

Sl. No.	Name of Relative
1.	(To be filled only in case of any relative else the remark NA should be given)

Signature-----
Authorized Signatory/ Signatories
(Seal of the Contracting firm)

FINANCIAL BID

NAME OF THE WORK:

ESTIMATED COST:

EMD:

TIME OF COMPLETION:

S. No.	Items	Unit	Rate	Qty	Total
1.	Repair/Replacement /Strengthening of farm fencing at Block-III, CISH, Rehmankhera, Lucknow				
	Specification				
1.	Chain link fencing (75 mm size mesh, 3mm dia of GI wire) 15.0 m x 1.8 m size bundle	110 Nos.			
2.	Labour charge for fixing /fitting of chain link fencing with existing poles by welding and clipping including clearing of site, complete as directed.	1500 m			
				Total	

Total Amount (in Words).....

Signature of contractor with Seal & Date