



भा. कृ. अनु. प. –केन्द्रीय शुष्क क्षेत्र अनुसंधान संस्थान

ICAR - Central Arid Zone Research Institute

जोधपुर / Jodhpur (राजस्थान / Rajasthan) 342 003

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F. No.29-36/ARC for White Wash/2024-25/Adm.V

Dated: 29-05-2024

**INVITATION TO ONLINE TENDER for Carrying out of White Washing, distempering, painting and repairs etc. of Office and Residential Buildings of CAZRI, Jodhpur under Annual Rate Contract for the year 2024-25**

- |    |  |   |                                 |
|----|--|---|---------------------------------|
| 1  | <b>Date of start of downloading the tender document</b>  | : | <b>29.05.2024 from 04.00 PM</b> |
| 2. | <b>Last date and time for downloading of tender form</b> | : | <b>19.06.2024 upto 04.00 PM</b> |
| 3. | <b>Last date and time for submission</b>                 | : | <b>20.06.2024 at 11.00 AM</b>   |
| 4. | <b>Date and time for opening the technical bids</b>      | : | <b>21.06.2024 at 11.00 AM</b>   |

Note: The tender form and other details are available on CAZRI's website [www.cazri.res.in](http://www.cazri.res.in) & CPPP. The interested Agency/Contractor/firm of repute may download the tender document from above websites and upload the same after completing in all respect in the e-procure.gov.in portal as per guidelines mentioned in the portal by or before the due date & time.

From:-

Administrative Officer,  
Adm-V, CAZRI, Jodhpur 342 003

To

M/s \_\_\_\_\_

**Sub:- E-tender for Carrying out of White Washing, distempering, painting and repairs etc. of Office and Residential Buildings of CAZRI, Jodhpur under Annual Rate Contract for the year 2024-25-regd.**

Note: The tender form and other details are available on CAZRI's website [www.cazri.res.in](http://www.cazri.res.in) & CPPP. The interested Agency/Contractor/firm of repute may download the tender document from above websites and upload the same after completing in all respect in the e-procure.gov.in portal as per guidelines mentioned in the portal by or before the due date & time.

Sir,

On behalf of the Director, ICAR-CAZRI, Jodhpur E-tender(s) are invited from interested Agency/Contractor/firm of repute for **Carrying out of White Washing, distempering, painting and repairs etc. of Office and Residential Buildings of CAZRI, Jodhpur under Annual Rate Contract for the year 2024-25**. Other details and Terms & Conditions are enclosed herewith as Annexure - A & B.

2. The bid along with the necessary documents is to be uploaded in the e-procure.gov.in portal as per guidelines mentioned in the portal by or before **Due Date i.e. 20.06.2024 up to 11.00 AM**

3. The bid is to be opened on **Due Date i.e. 21.06.2024 at 11.00 AM** at ICAR-CAZRI, Jodhpur by the Committee members in presence of the representative of Contractors/Agency/firm those submitted/uploaded their bids.

4. **Aspiring Bidders:** who have not enrolled/registered in e-procurement should enrol/ register before participating in the tender through the website <https://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost.

Yours faithfully,

ADMINISTRATIVE OFFICER

**Enclosed: Annexure – (A) Technical Bid (A & B) & Annexure – (B) Financial Bid.**

## तकनीकी बिड

(प्रपत्र-अ)

### **INSTRUCTION FOR ONLINE BIDS 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 registration 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 :**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link 'Click here to Enroll'. Enrolment on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.
- 5) 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 others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their User ID/ password and the password of the DSC/e-Token.

### **SEARCHING FOR TENDER DOCUMENTS :**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date etc. There is also an 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.
- 2) 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/email in case there is any corrigendum issued to the tender document.
- 3) 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 :**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the

bid documents have to be submitted, the number of documents- Page 6 of 10 including the name and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidders, 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 forms. Bid documents may be scanned with 100 dpi with black and white option.
- 4) 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 'MySpace' area available to them to upload such documents. These documents maybe directly submitted from the 'My Space' area while submitting a bid, and need not be uploaded again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS :**

- 1) 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.
- 2) The bidders has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as 'offline' to pay the tender fee/EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be sent by post/ given in person to the Store Purchase Section, ICAR – CAZRI, Jodhpur (Rajasthan) latest by the last date & time of bid submission. Failure to deposit the earnest money in office up to due date and time through offline mode will lead to rejection of bid. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) A standard pdf 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 to pdf file, complete 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 bidders should submit it online, If the pdf file is found to be modified by the bidder, the bid will be rejected.
- 6) The server 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.
- 7) 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 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers. Page 7 of 10
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message and a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.
- 10) 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 for any bid opening meetings.

### **ASSISTANCE TO BIDDERS :**

- 1) Any queries relating to the tender document and 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.
- 2) 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 18030702232.

Signature of Proprietor/ representative of the firm with seal

**NOTICE INVITING BID**

**Name of Work : Comprehensive maintenance of Residential and Non Residential Buildings At ICAR-CAZRI, Jodhpur**

1. **Percentage rate Bids** are invited through CPP Portal on behalf of the Director, ICAR-CAZRI, Jodhpur through online composite bids from the eligible contractors of appropriate class for the following work :-

**“Comprehensive maintenance of Residential and Non Residential Buildings at ICAR-CAZRI, Jodhpur, Rajasthan**

1. The work is estimated to cost of **Rs. 80,00,000/- (Eighty Lakh Rupees approximate ) or it may be (+ - 25% of 80 Lakh)** This estimate, however, is given merely as a rough guide.
2. Agreement shall be drawn with the successful bidders on prescribed Performa.
3. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
4. The site for the work is mostly available.
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms & conditions of contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen from website CPP Portal <https://eprocure.gov.in/eprocure/app> or website of the office of the **ICAR-CAZRI, Jodhpur** i.e. <http://www.cazri.res.in>.
6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of Bid as notified.
7. While submitting the revised bid, contractor can revise the quoted percentage rates but before last time and date of submission of Bid as notified.
8. Bids are invited in two stage system only i.e. **Technical and financial** bid.
9. **Earnest Money deposit @ 3% (Rs. 2,40,000/- )** of the estimated cost (**i.e. Rupees 80.00 Lakh**) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, or Bank Guarantee (for balance amount as prescribed) from any of the Commercial Banks (drawn in favour of **Director, ICAR-UNIT, CAZRI, Jodhpur**) shall be scanned and uploaded on the e-Bidding website CPP Portal within the period of bid submission.
- 10. No exemption is allowed from EMD, Experience, Turnover etc in the rate contracts for Repair & Maintenance works as per works procurement policy, hence all documents should be attached in the bid.**
11. The original EMD should be deposited either in the office of ICAR-CAZRI, Administrative Officer (ADM-V) inviting bids within the period of bid submission.

12. The earnest money given by all the Bidders except the lowest Bidder (Successful Bidder) shall be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier. However, in case of two/ three bid system, earnest money deposit of bidders which are unsuccessful during technical bid evaluation etc. should be returned within 30 days of declaration of result of technical bid evaluation.
13. Copy of documents, certificate of work experience and other documents as specified in the notice inviting bid shall be scanned and uploaded on the e-Bidding website of CPP Portal within the period of bid submission.

#### **14. Eligibility for Participation**

##### ***For tenders having lump sum evaluation:***

Only Class-I and Class-II Local Suppliers are eligible to Bid. Bids received (if any) from Non Local Supplier shall be out rightly rejected.

##### ***Minimum Local Content***

The local content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%.

##### ***Verification of Local Content***

The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide, in the Bid Form/relevant Attachment of self-certification / declaration that Item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier' and shall give details of the local value addition is made.

Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited in the ICAR-CAZRI Office and other documents scanned and uploaded are found in order.

The bidder does not upload scanned copies of all the documents stipulated in the bid document or If any discrepancy is noticed between the documents as uploaded at the time of submission of bid. If a Bidder quotes nil rates against each item in item rate Bid or does not quote any percentage above/below on the total amount of the Bid or any section / sub head in percentage rate Bid, the Bid shall be treated as invalid and will not be considered as lowest Bidder.

**15. The contractor whose bid is accepted will be required to furnish performance guarantee at specified percentage of the Bided amount (i.e. @ 5 %) as mentioned and within the period specified. This guarantee shall be in the form of Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks in accordance with the prescribed form.. In case the contractor fails to deposit the said performance guarantee within the period as indicated including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.**

16. The description of the work is as follows:

**“Comprehensive maintenance of Residential and Non Residential Buildings at ICAR-CAZRI, Jodhpur, Rajasthan.**

Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

17. The competent authority does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.

18. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.

19. The competent authority reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.

20. This notice inviting Bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

(a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

21. The bidders must associate himself, with agencies as per NIT conditions, DSR etc..

The eligible bidders shall quote rates for all items of major component as well as for all items of minor components of work.

22. After acceptance of the bid by competent authority, the in charge of Administered Section shall issue letter of award on behalf of the Director, ICAR-CAZRI, Jodhpur. After the work is awarded, the main contractor will have to enter into one agreement.

23. The payments will be made after receiving of the dully verified bills by the maintenance unit. The recovery such as Income Tax, Cess & GST etc. shall be made from the contractor Bill as per Govt. rules.

24. Schedule of handing over of site Part Portion of Site Description Time Period for handing over reckoned from date of issue of letter of intent.

**Part 1. Portion without any hindrance Site is available on the day of start of the work.**

**Part 2. Computerized Measurement Book (CMB) /**

**Part 3. Electronic Measurement Book (EMB)**

**25. Clause :-** (i) Specifications to be followed for Execution of work -DSR Specifications **DSR-2023** Vol. I & II, Electric **DSR-2022** or any subsequent/latest amendment made in DSR with upto previous date correction slips (Here in after called DSR specification) and as per manufacture specification i/e special conditions & particular specifications.

**CLAUSE :- Type of work: Maintenance Work.**

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with DSR.

## **ADDITIONAL CONDITIONS FOR (CIVIL WORK)**

### **1.0 General Conditions for Civil Works**

1.1 The work in general shall be carried out in accordance with the DSR Specifications 2023 Vol. I to II (corrected/ amended up to last date of bid submission) hereinafter referred as DSR Specifications.

1.2 **Order of Preference:** In case of any difference or discrepancy between the description of items as given in the schedule of quantities, specifications for individual items of work, contract conditions and/or I.S. Codes etc., the following **order of preference** shall be observed :

(i) Description of items as given in Schedule of quantities

(ii) Particular specifications, if any, for the item in agreement

(iii) Special conditions, if any, in agreement

(iv) Additional conditions, if any, in the agreement

(v) Bid drawings attached/ issued during execution

(vi) Indian Standards Specifications of B.I.S.

(vii) Manufacturer's specifications for the item, as decided by In-charge maintenance.

### **1.3 Source of Material:**

a. The electricity and water for construction work shall be arranged by contractor. In case, contractor takes water from government source free of cost then recovery of electricity (1% of total cost of the work) and water charges (0.5 % of total cost of work) shall be made.

b. Stone for stone masonry, stone aggregates and stone ballast shall be of hard stone variety.

c. In schedule of quantity, wherever provision for coarse sand and fine sand is specified in any item, use of washed crushed stone sand or manufactured sand shall also be permissible as per codal provisions. Nothing extra shall be payable or recoverable on this account, over & above the quoted rate(s) of respective item. However decision of the in-charge w.r.t. selection of material i.e. natural sand, crushed stone sand, manufactured sand etc. shall be final and binding on contractor.

#### **1.4 Sampling of Materials:**

- i) Sample of building materials fittings and other articles required for execution of work shall be got approved from the in-Charge.
- ii) The contractor shall ensure quality construction in a planned and time bound manner.
- iii) BIS marked materials except otherwise specified shall be subjected to quality test at the discretion of the in-Charge besides testing of other materials as per the specifications described for the item/materials.
- iv) The contractor shall procure all the materials in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.
- v) All materials brought by the contractor for use in the work shall be got checked from the in-Charge or his authorized representative of the work on receipt of the same at site before use.
- vi) The contractor shall be fully responsible for the safe custody of the materials issued to him even if the materials are in double lock and key system.
- vii) The Stone aggregate/stone, sand shall be brought from any quarries subjected to the said materials confirm the specifications.

#### **1.5 QUALITY ASSURANCE**

A. The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material / work beyond set out tolerance limit shall be summarily rejected by the In-charge & contractor shall be bound to replace / remove such sub-standard / defective work immediately. If any material, even though approved by In-Charge is found defective or not conforming to specifications shall be replaced / removed by the contractor at his own risk & cost.

#### **1.6 Pour card, check-list for Execution of work**

a. As and when any important item is taken up for execution, the Contractor shall develop and submit a checklist and/or pour card. This sample checklist should be got approved from the in-charge and should be used at site. This check list should be shown to the in-charge or his/her designee during inspection. This procedure is to be followed for all hidden items, CC/RCC work, Steel-reinforcement, shuttering, cast-insitumosaic flooring, doors & windows, plumbing, including water supply pipe lines, roof treatment, earth filling etc.

#### **1.7 INSPECTION OF WORK**

1. In addition to the provisions of relevant clauses of the contract, the work shall also be open to inspection by senior officers in addition of the in-charge and his authorized representative. The contractor shall at times during the usual working hours and at all times at which reasonable notices of the intention of the in-charge or other officers as stated above to visit the works shall have been given to the contractor, either himself be present to receive the orders and instructions or have a responsible representative duly accredited in writing, to be present for that purpose.

#### **1.8 RESPONSIBILITY**

- a. The Contractor shall keep himself fully informed of all relevant acts and laws of the Central & State Governments, orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed and anything related to carrying out the work. All the rules & regulations and bye-laws laid down by District Collector / Municipal Corporation / Urban Development Authority and any other statutory bodies shall be adhered to, by the contractor, during the execution of work.
- b. The contractor shall assume all liability, financial or otherwise in connection with this contract and shall protect and indemnify the Department from any and all damages and claims that may



arise on any account. The Contractor shall indemnify the Department against all claims in respect of patent rights, royalties, design, trademarks of name or other protected rights, damages to adjacent buildings, roads or members of public, in course of execution of work or any other reasons whatsoever, and shall himself defend all actions arising from such claims and shall indemnify the Department in all respect from such actions, costs and expenses. Nothing extra shall be payable on this account.

c. No residential accommodation shall be provided to any of the staff engaged by the contractor. The contractor shall also not be allowed to erect any temporary set up for his staff in the campus. however, labour camps shall be constructed at site as per General conditions of contract.

d. No claim of the labourers shall be entertained including that of providing employment, regularization of services etc.

e. The staff employed by the contractor should be well behaved and any complaint of misbehavior shall be taken very seriously and such staff will have to be removed by the contractor immediately from the site.

f. Contractor shall be fully responsible for any damages caused to government property or allottee's property by him or his labour in carrying out the work and shall be rectified by the contractor at his own cost.

## 1.9 SAFETY PRACTICES

a) No Entry/exit/roads other than specified by the **in-charge** for purpose of construction activities will be allowed to be used for construction activity purposes or movement of trucks/lorries/load-carriers and nothing extra/ delay whatsoever will be accounted for on this part.

b) The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the students and staff in campus, owners, tenants or occupiers of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of smoke, streams and water-ways. He shall make good at his cost and to the satisfaction of the in-Charge, any damage to roads, paths, cross drainage works or public or private property whatsoever caused thereon by the contractor. All waste or superfluous materials shall be removed by the contractor without any reservation entirely to the satisfaction of the in-Charge.

c) Necessary protective and safety equipments shall be provided to the Site Engineer, Supervisory staff, labour and technical staff of the contractor by the contractor at his own cost and to be used at site.

d) The contractor shall comply with the safety procedures, norms and guidelines (as applicable) as outlined in the "Constructional practices and safety- 2005", National Building code of India, Bureau of Indian Standards. A copy of all pertinent regulations and notices concerning accidents, injury and first-aid shall be prominently exhibited at the work site. Depending upon the scope & nature of work, a person qualified in first aid shall be available at work site to render and direct first-aid to casualties

e) The contractor shall ensure the following activities for construction workers safety, among other measures:

Guarding all parts of dangerous machinery.

Precautionary signs for working on machinery

Maintaining hoists and lifts, lifting machines, chains, ropes, and other lifting tackles in good condition.

Durable and reusable formwork systems to replace timber formwork and ensure that formwork where used is properly maintained.

- Ensuring that walking surfaces or boards at height are of sound construction and are provided with safety rails or belts.
- Provide protective equipment; helmets etc.
- Provide measures to prevent fires. Fire extinguishers and buckets of sand to be provided in the fire-prone area and elsewhere.
- Provide sufficient and suitable light for working during night time.

**1.10 General Cleanliness of site:**

a. The contractor shall provide for adequate number of garbage bins around the construction site and the workers facilities and will be responsible for the proper utilization of these bins for any solid waste generated during the construction. The contractor shall ensure that the site and the workers facilities are kept litter free.

b. The Contractor shall remove from site all rubbish and debris generated by the works and keep works clean and tidy throughout the Contract Period. All the serviceable and non-serviceable (malba) material shall be segregated and stored separately. Construction waste, malba and other rubbish generated out of execution of work by contractor, shall be disposed of as directed by in-Charge for which no extra payment shall be made to contractor.

**1.11 PRESERVATION AND CONSERVATION MEASURES**

a. Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor, at his own expense, for which nothing is payable. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.

**1.12 Responsibility during Extreme Weather/Site Conditions:**

(a) The Contractor shall make all necessary arrangements for protecting from rains, fog or likewise extreme weather conditions, the work already executed and for carrying out the further work, during monsoon including providing and fixing temporary shelters, protections etc. Nothing extra shall be payable on this account. Also, no claims for hindrance shall be entertained on this account.

(b) In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained not withstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at his own cost, the damages caused, if any. Further, no claims for hindrance shall be entertained on this account.

(c) The contractor shall be fully responsible for any damage to the work for which the payment has been advanced to him under the contract and he shall make good the same at his risk and cost. The contractor shall be fully responsible for safety and security of his labour, material, T&P, Machinery brought to the site by him.

**1.13 Other Conditions w.r.t Execution of work:**

A. The work shall be carried out in accordance with the architectural drawings and structural drawings, to be issued from time to time, by the in-Charge. Before commencement of any item of work the contractor shall correlate all the relevant architectural and structural drawings, nomenclature of items and specifications etc issued for the work and satisfy himself that the information available there from is complete and unambiguous. The figure and written dimension

of the drawings shall be superseding the measurement by scale. The discrepancy, if any, shall be brought to the notice of the in-charge before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/ or incomplete information and no claim for such work shall be entertained.

B. Before commencement of any item of work the Contractor shall correlate all the relevant architectural, civil and electrical drawings, BOQ items and specifications etc. and satisfy itself that the information available is complete and unambiguous. The Contractor alone shall be responsible for any loss or damage occurring by the commencement and execution of work based on any erroneous and or incomplete information and no claim whatsoever shall be entertained on this account.

C. The execution of items shall be carried out in accordance to relevant DSR specifications (amended upto date of receipt of Bids). For the items which are not covered under DSR Specifications, the Particular Specifications / B.I.S. Specifications shall have to be followed. The decision of in-Charge shall be final in this regard.

## **2. RATES**

a. The rates quoted by the contractor are deemed to be inclusive of site clearance, jungle cutting, setting out work, profile, setting lay out on ground, establishment of reference bench mark(s), installing various signage, taking spot levels, survey with total station, construction of all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers, imparting continuous training for all the workers, barriers, preparatory works, construction of clean, hygienic and well ventilated workers housings in sufficient numbers as per drawing supplied by in charge, working during monsoon or odd season, working beyond normal hours, working at all depths, height, lead, lift, levels and location etc. and any other unforeseen but essential incidental works required to complete this work. Nothing extra shall be payable on this account and no extension of time for completion of work shall be granted on these accounts.

b. The rates quoted by the Bider shall be firm and inclusive of all taxes and levies including GST. Taxes shall be deducted at source as per statutory orders and Govt. rules and regulation, from bill payments to the contractor by in-charge.  
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## **3. ALL HEIGHTS, LIFTS, LEADS AND DEPTHS**

Unless otherwise provided in the Schedule of quantities or in DSR Specifications or in the Bid document, the rates Bided by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing extra shall be payable to him on this account.

## **4. Other Conditions w.r.t Payment of Bills to Contractor:**

a. *The full nomenclature of the items shall be adopted in preparing abstract of final bill in the measurement book and also in the bill form for final bill.*

b. *In the case of items of which abbreviated nomenclature is not available in the above cited publication and also in case of extra and substituted items of works for which abbreviated nomenclature is not provided in the agreement, the full nomenclature of items shall be reproduced in the measurements books and bill forms for running account bill.*

c. *All running account bills preferred by the contractor for payments shall be processed only if in-charge is satisfied that upto date investments (excluding security deposit & performance*

*guarantee, which are not considered as investments) made by the contractor against contracted work are more than the payments received.*

**5. Additional Conditions for Painting Work:**

- 1. Mechanical sanding machine (for scrubbing & preparation of surface) shall be used by the contractor.*
- 2 In case of painting over old work / new work, the contractor shall give proper notice to the in-charge after the surface is prepared & before applying of primer coat / paint.*
- 3 Primer coat shall be applied over cement based putty as per specifications of the paint manufacturers.*

**6. Preferred Make & Approval of materials from the In-Charge**

*For items / materials not appearing in the list of preferred make of materials, decision of OIC/ in-charge Maintenance shall be final and binding. Sanitary and water supply items shall be as per make specified in SCHEDULE OF WORK item(s) and if no make is mentioned in SCHEDULE OF WORK item, same shall be as per "Normal Range" in preferred make list of materials. Warranty of the all items should be clearly mentioned in the proposal or estimates or submitted along with the bills.*

***Note: The items which are not included in the schedule of DSR (Non-DSR items) will also be provided by the firm for which separate estimate should be prepared at the time of preparing of preliminary estimates of the work. The cost of the item/materials and installation/fixing should be include. The office will not provide any materials which are not included in the list of items mentioned in the DSR schedule.***

***Hence, the percentage rates may be quoted separately in the BOQ for Non-DSR items on discount basis on Market Rates.***

***Note: The evaluation of the financial bid will be based on overall rates (Including both DSR and Non-DSR item) percentage rates which is Least Cost Based System (LCBS).***

***7. Contractor may also intimate all the information's to In-charge security of institute before start the work and time to time when work is in progress regarding details of labourers, materials, transportation etc.***

***8. Performance security will be 5% of the estimated value.***

## तकनीकी बिड

### (प्रपत्र-स)

## संविदा के सामान्य नियम एवं शर्तें

1. निदेशक, काजरी, जोधपुर द्वारा फार्म/तकनीकी/अन्य कार्य हेतु रेट कोन्टेक्ट संविदा पर ऑनलाइन निविदाएं आमन्त्रित की जा रही है इच्छुक फर्म/एजेन्सी/कम्पनी अपनी निविदाये आनलाइन भर कर प्रस्तुत कर सकते हैं। फर्म/एजेन्सी/कम्पनी की कार्य की दर भुरु में **एक वर्ष** की अवधि के लिये आवश्यक होगी। संविदा अनुबंध के नियमों और भार्तो के संतोषजनक अनुपालना होने पर दोनो पक्षकारो की सहमति पर एक वर्ष आगे बढ़ाया जा सकता है।
2. धरोहर राशि तथा जमानत राशि (EMD and Performance security money) पर किसी प्रकार का ब्याज देय न होगा।
3. निविदा खुलने के बाद निविदा शुल्क और धरोहर राशि स्वीकार नहीं की जायेगी।
4. तकनीकी बोली में पात्रता मानदंड आदि के समर्थन में सभी दस्तावेजों को भी स्कैन और निविदा दस्तावेजों के साथ अपलोड किया जाना है।
5. निविदा भुल्क व EMD के लिये बनाया गया DD आदि के मूल प्रति डाक द्वारा इस प्रकार भेजा जाना चाहिए कि वह निविदा खोलने के निर्धारित तिथि व समय तक या उससे पहले इस संस्थान के कार्यालय में प्राप्त हो जाये।
6. निविदा योग्यता प्रपत्रों (तकनीकी बिड) में योग्य/सफल पाये जाने वाले निविदादाताओं के ही वित्तीय निविदा दर कवर- द्वितीय (फाइनेन्शियल बिड) यानि (Financial bid opening ) खोले जायेंगे।
7. निविदा योग्यता प्रपत्रों में अयोग्य/असफल पाये जाने वाले निविदादाताओं की निविदाओं को निरस्त माना जायेगा एवं उनके वित्तीय निविदा दर कवर-द्वितीय नहीं खोले जायेंगे।
8. निविदा की तकनीकी बिड के साथ बैंक लिस्ट में उल्लेखित दस्तावेज संलग्न करना आवश्यक है अन्यथा निविदा निरस्त कर दी जायेगी।
9. निविदादाता फर्म/एजेन्सी/कम्पनी का अधिकृत व्यक्ति/प्रतिनिधि स्वयं उपस्थित हो कर कार्य स्थल का जायजा कार्यालय समय के दौरान कर सकते हैं।
10. निविदादाता के विधि/लीगल स्टेटस/पार्टनरशिप फर्म इत्यादि से संबंधित सभी कागजात निविदा प्रपत्र के साथ प्रस्तुत करने होंगे। निविदा खुलने के पश्चात निविदादाता फर्म के स्टेटस से संबंधित कोई भी दस्तावेज मान्य नहीं होगा।
11. निविदा में दर अंको और शब्दों में स्पष्ट अंकित करें। निविदा में प्रस्तुत दर में व्याणिज्य कर, सेवाकर/जीएसटी या अन्य कर दर में शामिल या अलग है, स्पष्ट उल्लेख करें।
12. निविदा में मदवार (Item wise) दर प्रस्तुत न करने पर निविदा निरस्त कर दी जाएगी।
13. संविदा/ठेका कार्य की सम्पूर्ण/सभी मदों के लिए औसत न्यूनतम दर (The firm who quoted the highest below rates and discount) प्रस्तुतकर्ता (एल-1) ठेकेदार/फर्म/कम्पनी को ठेका कार्य दिया जायेगा।
14. निविदाएं निविदा प्रस्तुत करने की तिथि से 6 माह तक वैध रहेगी।
15. प्रस्तावित ठेका "कार्य-आधारित संविदा" (Job Contract Basis) है। The proposed contract is purely a Job Work Contract and not the Labour Contract what so ever.
16. फर्म/ठेकेदार को ठेका में प्रयुक्त सभी श्रमिकों/कार्मिकों भारत सरकार के श्रम अधिनियम/न्यूनतम मजदूरी अधिनियम के अनुसार मजदूरी का भुगतान और श्रमिकों के कल्याण मद जैसे- ई.पी.एफ., ई.एस.आई., आदि

- यदि लागू है तो समस्त वैधानिक दायित्वों का निर्वाहन करना होगा। इसके लिए फर्म/ठेकेदार पूर्ण जिम्मेदार होंगे। कार्य के दौरान दुर्घटना, मृत्यु आदि जोखिम के लिए पूर्ण रूप से ठेकेदार फर्म जिम्मेदार होगी।
17. निविदादाता फर्म/एजेन्सी/कम्पनी के पास आयकर विभाग द्वारा निर्गत वैध पैन (PAN) नम्बर /जीएसटी नम्बर होना चाहिए और प्रमाण पत्र की फोटो प्रति प्रस्तुत करनी होगी।
  18. निविदादाता फर्म/एजेन्सी/कम्पनी को संबंधित अधिनियम के अन्तर्गत पंजीकृत होना आवश्यक है।
  19. निविदादाता फर्म/एजेन्सी/कम्पनी के खिलाफ ई.पी.एफ./ई.एस.आई./न्यूनतम मजदूरी एक्ट के अन्तर्गत किसी भी प्रकार का लीगल सूट/ अपराधिक मामला लम्बित नहीं होना चाहिए।
  20. सफल निविदादाता फर्म/एजेन्सी/कम्पनी को ठेका कार्य करने के लिए करार (अनुबंध) के लिये (अनुबंध मूल्य अर्थात् संविदा मूल्य को) 0.25 प्रतिशत के गैर-स्टाम्प पेपर पर करने हेतु सूचित किया जायेगा। सूचित करने हेतु जारी पत्र की तिथि के एक सप्ताह (7 दिन) की अवधि में संभावित कार्य आदेश की राशि का 5 प्रतिशत या एक मुश्त राशि, जैसा भी निर्देशित किया जाए, अमानत राशि (Performance Security) के रूप में बैंक डाफ्ट/बैंक गारन्टी/एफ डी आर, आदि माध्यम द्वारा द्वारा संस्थान में जमा कराना होगा, जिसकी अवधि ठेका समाप्त होने के 60 दिन पश्चात् तक वैध रहेगी। यदि फर्म/एजेन्सी/कम्पनी ऐसा नहीं करती हैं तो बिना किसी सूचना के आवंटित ठेका निरस्त माना जायेगा एवं उनके द्वारा जमा कराई गयी धरोहर राशि (ई.एम.डी.) जब्त करली जायेगी और भविष्य में उस फर्म/एजेन्सी/कम्पनी से किसी प्रकार का पत्र व्यवहार नहीं किया जायेगा।
  21. निविदा पूर्ण विवरण सहित भरी जानी चाहिए। अधुरी कॉट-छॉट और अस्पष्ट निविदा स्वीकार नहीं की जाएगी।
  22. पात्रता मानदण्ड:निविदा के साथ चेक लिस्ट में उल्लेखित दस्तावेज प्रस्तुत करें। अन्यथा निविदा निरस्त समझी जायेगी।
    - (1) धरोहर राशि **रु. 2,40,000/-** का डिमाण्ड ड्राफ्ट/बैंकर चेक संलग्न करना होगा। (*Note : No exemption is allowed from submission of EMD in the works contract as per procurement policy*)
    - (2) केन्द्रीय व राज्य सरकार के किसी विभाग/काजरी संस्थान में फर्म के पंजियन की सत्यापित प्रतिलिपि।
    - (3) आयकर विभाग द्वारा निर्गत पैन (PAN) कार्ड की सत्यापित प्रतिलिपि।
    - (4) जीएसटी/सेवा कर पंजियन की प्रतिलिपि यदि लागू है तो।
    - (5) कार्य का अनुभव: इस तरह की सेवाएं प्रदान करने के क्षेत्र में 03 वित्तीय वर्ष 2021-22 से 2023-24 तक किसी भी सरकारी विभाग/स्वायत्त निकाय/भारत/प्रतिष्ठित सार्वजनिक या निजी संगठनों में कम से कम 2 वर्ष कार्य करने का अनुभव एवं कार्य आदेश की सत्यापित प्रतिलिपि।
    - (6) आयकर रिटर्न पिछले 02 वित्तीय वर्ष 2021-22 और 2022-23 की प्रतिलिपि।
    - (7) टर्न ओवर पिछले 03 वित्तीय वर्ष में से किसी 2 वर्ष का न्यूनतम **रु. 50-00 लाख** प्रति वर्ष से कम का न हो।
    - (8) फर्म के ग्राहक विभागों की सूची।
  23. कार्यालय द्वारा करवाए जाने वाले कार्य की मात्रा में कमी/बढ़ोतरी की जा सकती हैं।
  24. ठेकेदार द्वारा सही पद्धति से/संतोषजनक संविदा कार्य नहीं होने पर/असंतोषजनक कार्य की शिकायत पर अथवा ठेका कार्य के दौरान किसी भी श्रमिक का कार्य या व्यवहार संतोषजनक नहीं होने पर नोडल अधिकारी द्वारा इस संबंध में शिकायत करने पर तुरन्त प्रभाव से वैकल्पिक व्यवस्था करनी होगी। कार्य को उचित निर्देशानुसार संतोषजनक ढंग से करना होगा। असंतोषजनक कार्यों पर उचित कटौती की जाएगी।
  25. ठेकेदार/फर्म की जिम्मेदारी होगी कि उसके द्वारा सरकारी सम्पत्ति को किसी प्रकार का नुकसान न पहुँचाए। होने वाले नुकसान की क्षतिपूर्ति/भरपाई ठेकेदार को करनी होगी।

26. अनुबंध एक वर्ष की अवधि के लिए वैध रहेगा। यह कोई भी कारण बताए बिना एक वर्ष की अवधि से पहले भी समाप्त किया जा सकता है अथवा एक वर्ष से आगे की अवधि के लिए बढ़ाया जा सकता है। यह निदेशक, भा.कू. अनु.प.-के.शु.क्षे.अनु.सं., जोधपुर के विवेक पर है।
27. किसी भी प्रकार की जनहानि या दुर्घटना की स्थिति में यह संस्थान उत्तरदायी नहीं होगा और संस्थान के विरुद्ध किसी माननीय न्यायालय में कोई वाद दायर नहीं किया जा सकेगा। इसका समस्त दायित्व वाहन स्वामी का होगा।
28. कार्यावधि में ठेकेदार के किसी चालक/श्रमिक/मजदूर इत्यादि को सॉप, बिच्छु या किसी जहरीले जानवर के काटे जाने या दुर्घटनाग्रस्त होने पर संस्थान की कोई जिम्मेदारी नहीं होगी।
29. ठेकेदार/फर्म/एजेन्सी को अपने श्रमिकों को भारत सरकार/राज्य सरकार के नियमानुसार न्यूनतम मजदूरी इनमें से जो भी अधिक हो, देनी होगी। सभी श्रमिक कानून व नियमों जैसे—ESI/EPF/Service Tax/GST etc. यदि ये प्रावधान उनके संदर्भ में लागू हो तो इनका पूर्ण रूप से पालन करना होगा व इसका समुचित रिकार्ड रखेगा/रखेगी तथा सरकार द्वारा समय-समय पर जारी किये गये सभी अनुदेशों/श्रम कानूनों इत्यादि का पूर्ण अनुसरण/निर्वाह करना होगा न्यूनतम मजदूरी अधिनियम, श्रमिक कानूनों, नियमों, अनुदेशों व समय-समय पर सरकार द्वारा इस संबंध में जारी आदेशों इत्यादि की ठेकेदार द्वारा पालना न करने पर इसकी सम्पूर्ण जिम्मेवारी ठेकेदार की होगी।
30. ठेका में शामिल किसी भी कार्य को मौसम सम्बन्धी कारणों/तकनिकी कारणों से समाप्त किया जा सकता है।
31. सशर्त निविदा मान्य नहीं होगी।
32. ठेका आवंटित होने के बाद इस जॉब कान्ट्रैक्ट पर जीएसटी/सेवा कर अथवा अन्य सभी देय कर ठेकेदार फर्म द्वारा चुकाये जायेंगे और संस्थान इस तरह किसी भुगतान के दावे को स्वीकार नहीं करेगी। यद्यपि सरकार के समय-समय पर जारी नियमानुसार/निर्देशानुसार सेवा कर अथवा अन्य कर जो ठेकेदार फर्म के मासिक बिल से कटौती की जायेगी।
33. बाल श्रमिकों को संविदा कार्यों में नहीं लगाया जायेगा।
34. सफल निविदादाता फर्म/एजेन्सी/कम्पनी को आवंटित संविदा कार्य की आवश्यकता के अनुसार पर्याप्त मात्रा में मजदूरों/मशीनों/औजारों की व्यवस्था करनी होगी। विभाग के नोडल अधिकारी, वैज्ञानिक, तकनिकी अधिकारी, सुपरवाइजर के निर्देशानुसार सन्तोशजनक ढंग से कार्य सम्पन्न करना होगा।
35. अनुसंधान क्षेत्र/प्रोजेक्ट क्षेत्र के भीतर कोई भी बाहरी/असंबंधित व्यक्ति या जानवर बिना अनुमति के नहीं आना चाहिए। सरकारी सम्पत्ति/फेंसिंग/अनुसंधान सामग्री को कोई क्षति/नुकसान नहीं होना चाहिए। यदि कोई क्षति/नुकसान होता है तो उसका खर्च संबंधित फर्म/एजेन्सी/कम्पनी से वसूल किया जाएगा।
36. कार्य निर्धारित अवधि में पूरा करना होगा। भुगतान केवल पूर्ण किए गये कार्य का ही देय होगा।
37. स्वीकृत ठेका का कार्य आदेशानुसार पूर्ण होने के पश्चात् पूर्व प्राप्य बिल की दो प्रतियां श्रीमान् निदेशक, काजरी, जोधपुर के नाम भुगतान हेतु इस संस्थान में प्रस्तुत करनी होगी, जिसका भुगतान संबंधित पी. आई/वैज्ञानिक/अधिकारी/प्रभारी अधिकारी, अनुरक्षण अनुभाग के द्वारा बिल को इन्द्राज व सत्यापित करने के पश्चात् देय होगा।
38. ठेकेदार/फर्म को ई. पेमेन्ट भुगतान के लिए फर्म के बैंकर/बैंक खाता संख्या के साथ सभी वांछित दस्तावेज इस कार्यालय में प्रस्तुत करने होंगे।
39. कार्य का कोई अग्रिम भुगतान नहीं किया जायेगा। सामान्य तौर पर कार्य पूर्ण करने पर बिल प्रस्तुति की तिथि से 15 दिन के अंदर भुगतान कर दिया जाता है।

40. आयकर या अन्य कोई कर इत्यादि की कटौती सरकारी आदेशानुसार एवं नियमानुसार फर्म/एजेन्सी/कम्पनी द्वारा प्रस्तुत किए गए बिल में से की जायेगी।
41. निविदादाता फर्म/एजेन्सी/कम्पनी को एवं उसके समस्त संविदा श्रमिकों को जो काजरी परिसर में संविदा कार्य कर रहे हैं उन्हें सस्थान के सुरक्षा नियमों की पालना करनी होगी।
42. प्रस्तावित निविदा/अथवा निविदा के किसी भाग और ठेका कार्य आदेश/अथवा आंवटित कार्यादेश को बिना कारण बताये स्वीकृत अथवा अस्वीकृति/निरस्त करने का अधिकार निदेशक, काजरी, जोधपुर को होगा।
43. **Penalty clause for non execution of work:** In case of failure to execution or undertake the work or completion of work by the Contractor/firm/company as per order, the performance security money deposited by the contractor will be forfeited, and Institute will stop any future dealing with the firm/agency/company.
44. **Penalty clause for delaying of work:** Any wilful delay on the part of the second party in completing the work within the stipulated period will render him liable to pay liquidated damages @ Rs. \*5000 per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 2 % of the contract/work order amount.  
(\*Note: The amount of liquidated damages per day should be determined at 0.05 % of the contract value of the works and indicated here).
45. संविदा कार्य की अवधि एक वर्ष की होगी। सन्तोषजनक कार्य की स्थिति में आपसी सहमति (फर्म व सक्षम अधिकारी) से **अवधि को अधिकतम एक वर्ष के लिए बढ़ाया जा सकता है।**
46. सभी विवादों को निपटाने का न्यायिक क्षेत्राधिकार जोधपुर होगा।
47. किसी प्रकार का विवाद होने की स्थिति में निर्णय का अन्तिम अधिकार निदेशक, केन्द्रीय शुष्क क्षेत्र अनुसंधान संस्थान (काजरी), जोधपुर को होगा।
48. यदि एक या एक से अधिक बोलीदाताओं की दरें समान पायी जाती हैं, तो सफल बोलीदाता को अन्तिम रूप देने के मानदण्ड निम्नानुसार होगा:-
  - a) क्षेत्र में अनुभव
  - b) फर्म/एजेन्सी का वार्षिक टर्नओवर
  - c) फर्म/एजेन्सी/ठेकेदार द्वारा तैनात कर्मचारियों की प्रोफाईल।

प्रशासनिक अधिकारी (पंचम्)

**निविदादाता ठेकादार/फर्म/एजेन्सी/कम्पनी द्वारा घोषणा**

मैंने/हम ने उपर्युक्त समस्त **नियम व शर्तों** का अध्ययन कर लिया है तथा इनकी अनुपालना के लिए मैं/हम बाध्य होउंगा/होंगे। किसी भी प्रकार की मिथ्या सूचना के लिए मैं/हमारी फर्म/कम्पनी पूर्ण जिम्मेवार होंगे।

Signature of Proprietor/ representative of the firm with seal



तकनीकी बिड(प्रपत्र-द)Schedule to tender

1.	Name of Agency/Firm	
2.	Full address with Post box No. and Telephone No.	
3.	Constitution of the Firm/Agency. a. Indian Companies Act 1956 b. Indian Partnership Act, 1932: (Please give names of partners)	
4.	a. For partnership firm whether registered under 'The Indian Partnership Act, 1932', please state further whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender. b. If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firms authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration. c. If answer to point (a) or point (b) is in the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be.	
5.	Name and Full Address of your Bankers :	
6.	EMD: Rs. 2,40,000/- in favour of ICAR Unit-CAZRI, Jodhpur. (if applicable)	
7.	Registration No. of the firm with Central/State department.	
8.	GST Number (Copy attached)	
9.	PAN Number (Copy attached)	
10.	Experience of the firm for any 2 financial year out of last 03 F.Y. (2021-22, 2022-23 & 2023-24) in the field of providing such works/services in Central Govt. Establishments/ Autonomous bodies of Govt./	

	Corporation of Govt. of India/reputed public or private organizations may be indicate in Chronological order and supporting document may be attached.	
11.	Copy of Income Tax Return for the financial year last 02 F.Y. (2021-22 & 2022-23) audited from Chartered Accountant Income tax return along with balance sheet certified by C/A.	
12.	Minimum turnover of the firm not less than Rs. 50.00 Lakh for at least 2 financial year out of last 03 F.Y. (2021-22, 2022-23 & 2023-24)	
13.	List of client department.	
14.	Declaration/self certification for local content as per Class I & II Local Supplier	

Note: The information required at Sl. No. 1 to 14 must be accompanied with the certified copies of the documents, and attached as per the serial number failing which the tender is liable to be rejected.

Dated:- \_\_\_\_\_

Place:- \_\_\_\_\_

Signature with seal of authorized signatory of firm

तकनीकी बिड

(प्रपत्र-र)

**Undertaking**

1. I, \_\_\_\_\_  
son/daughter/wife of Shri \_\_\_\_\_  
Proprietor/Director/authorized signatory of the Company/Firm mentioned above, is competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them.
3. The information/documents furnished along with the above tender form are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

**Place :**

**Date :**

**Signature & Name of the authorized**

**Signatory with Seal of the Firm**

**Detail of the experience /work done with name of clients**

S. No.	Name of Client Deptt./ Organization	Period		Remarks
		From	To	

**Full Name of Bidder with Address**

M/s.....

.....

.....

Signature with seal of authorized signatory of firm

Dated:- \_\_\_\_\_

Place:- \_\_\_\_\_

Sample of AGREEMENT DEED

1. This deed of agreement is made in the form of agreement at Jodhpur on \_\_\_\_\_ day month..... between the Indian Council of Agricultural Research (Director, Central Arid Zone Research Institute, Jodhpur) a Society registered under the Societies Registration Act, 1960, through the Director, Central Arid Zone Research Institute, Jodhpur or his authorized representative (hereinafter referred to as the first party) and \_\_\_\_\_ (Name of the Contractor),.....(Address) (hereinafter referred to as the second party), to execute the work of whitewashing work (hereinafter referred to as works).

2. WHEREAS the First Party desired to avail the work on job contract basis for the purpose or carrying out the work at CAZRI, Jodhpur.

3. AND WHEREAS the firm/agency/company has deposited a sum of **Rs.** ..... in the form of Demand Draft No./Bank Guarantee/**F.D.R. No.** .....**dated** ..... in favour of ICAR Unit - CAZRI, Jodhpur as security deposit for the due performance and do service of the aforesaid contract.

4. NOW THEREFORE it is agreed by and between the First Party and the Second party as under:-

**(i) Period of the contract ..... to .....**

**(ii) Cost of the Contract**

The total cost of the works (hereinafter referred to as the “total cost”) is Rs. \_\_\_\_\_ ( \_\_\_\_\_ ) as reflected in work order to be placed with the second party.

**(iii) Payments under its contract:**

- (a) The agency shall submit pre-receipted bill in triplicate in the name of Director, CAZRI, Jodhpur for the job performed. If applicable the proof of contribution for ESI, EPF and Service Tax should be provided to the office. The payment will be made by crossed cheque on receipt of confirmation from the Nodal Officer/Engineer, authorized for this purpose, regarding satisfactory execution of work. In case the services are not provided up to the satisfaction of the authorities, suitable deduction will be made from the payment at the discretion of Director, CAZRI, Jodhpur whose decision shall be final and binding on the Contracting Agency. The agency will submit an authorized letter of Banker for E-Payment system to this office.
- (b) As per the Government's norms T.D.S. (income tax) and surcharge thereon as applicable will be deducted from the monthly bill of the contractor/firm, which may be noted.
- (c) As per the Government's norms Goods Service Tax etc. as applicable will be payable by the contractor which may be noted.

**(iv) Notice by Contractor to Engineer**

The second party, on the works reaching each stage of whitewashing work, issue a notice to the first party or the Engineer nominated by the first party (who is responsible for supervising the contractor, administering the contract, certifying the payments due to the contractor, issuing and valuing variations to the contract, awarding extensions of time etc.), to visit the site for certification of stage completion. Within 15 days of the receipt of such notice, the first party or the engineer nominated by it, will ensure issue of stage completion certificate after due verification.

**(v) Completion time**

The works should be completed in/within One month from the date of work order or as decided by the Competent Authority as per requirement of this office. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

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

- a) The first party does not give access to the site or a part thereof by the agreed period.
- b) The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.
- c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
- d) Payments due to the second party are delayed without reason.
- e) Certification for stage completion of the work is delayed unreasonably.

**(vii)** Any wilful delay on the part of the second party in completing the whitewashing work within the stipulated period will render him liable to pay liquidated damages @ Rs. \* \_\_\_\_\_ per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 2 % of the contract/work order amount.

*\* (Note: The amount of liquidated damages per day will be determined at 0.05 % of the contract value of the works).*

**(viii) Duties and responsibilities of the first party:**

- (a) The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and whitewashing work to ensure that it is as per the norms.
- (b) The first party shall supply 3 sets of drawings, specifications and guidelines whichever is relevant in the case to the second party for the proposed works.
- (c) Possession of the site will be handed over to the second party within 10 days of signing of the agreement/issuing work order.
- (d) The Engineer or such other person as may be authorized by the first party shall hold meeting once in a month where the second party or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.
- (e) The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's notice, the first party as well as the engineer nominated by it, may instruct stoppage or suspension of the whitewashing work. It shall thereupon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.

**(ix) Duties and responsibilities of the second party**

The second party shall:

- a) take up the works and arrange for its completion within the time period stipulated in clause 5;
- b) employ suitable skilled persons to carry out the works;
- c) regularly supervise and monitor the progress of work;
- d) abide by the technical suggestions / direction of supervisory personnel including engineers etc. regarding building whitewashing work;

- e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification;
- f) ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation;
- g) keep the first party informed about the progress of work;
- h) be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party; and
- i) maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims.
- j) Pay all duties, taxes and other levies payable by whitewashing work agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law).

**(x) Variations / Extra Items**

The works shall be carried out by the second party in accordance with the approved drawings and specifications. However, if, on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed:-

- a) The second party shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request before the Variation is ordered.
- b) If the quotation given by the second party is unreasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs.
- c) The second party shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

**(xi) Termination**

- (a) The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.
- (b) Fundamental breaches of Contract include, but shall not be limited to the following:
  - the contractor stops work for 28 days and the stoppage has not been authorized by the Engineer;
  - the Contractor has become bankrupt or goes into liquidation other than for a re-whitewashing work or amalgamation;
  - the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
  - the Contractor does not maintain a security which is required;



(xii) Notwithstanding the above, the Employer may terminate the Contract for convenience.

(xiii) If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

(xiv) **Payment upon Termination**

(a) If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.

(b) If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

(xv) Initially the terms of the contract will be for one year. On the expiry of the contract or on its termination, the Institute reserves the right to renew the contract on monthly/yearly basis on the terms and conditions that may then be mutually agreed upon. However, initially contract will award only 3 months and it will be extended for further period on service provided satisfactorily by the agency.

(xvi) The contractor may clearly note that the whole responsibility of any casualty/death of any of the contractor's men/mechanic arising out of accidents, if any takes place, would rest with the contractor himself and in no case this Institute would be responsible to pay any amount compensation on this behalf. He will discharge all the liabilities with respect to the provision of minimum wages act with the contractual workers employed by him for the aforementioned work.

(xvii) The contractor may also unambiguously note that all the welfare measures, first aid facilities, bonus, leave salary, weekly paid holiday and liveries etc. To the concerned workers would be the responsibility of the contractor and this Institute would not be responsible for any of the above stated items that so-ever.

(xviii) **LOSS AND/OR DAMAGES:**

In case of any loss or damage done to the property of the CAZRI by the personnel provided by the agency for security duties, full damages will be recovered from the Agency and decision of the competent authority of CAZRI shall be a binding on agency.

(xix) **Disputes:**

- (a) If any disputes arises the Decision of Director, CAZRI Institute shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any on the contract will be settled at his level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, CAZRI. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.
- (b) In case any disputes arises the jurisdiction area will be only Jodhpur.

(xx) Director, CAZRI, Jodhpur reserves the right to reduce or terminate the period of contractor to extend its duration in the interest of the Institute, for any justifiable reasons not mandatory to be communicated to the contracting agency.

**(xxi) Other terms and conditions as per tender documents.**

Signature with seal of authorized person of agency

In presence of:

1. Signature : .....

Name : .....

Address : .....

2. Signature : .....

Name : .....

Address : .....

Signature of Director, CAZRI, Jodhpur

1. Signature : .....

Name : .....

Address : .....

2. Signature : .....

Name : .....

Address : .....

**Note : Bidder are advised that all documents alongwith tender documents must be uploaded with signed with seal failing which the tender is liable to be rejected.**

### Financial Bid

Item Number	Item Description	Item Quantity	Unit of Measure	Percentage (Above/below)
1	Repair and maintenance of Civil and other related works for DSR Scheduled items For Civil work DSR 2023 and as amend from time to time as per GOI Refer DSR (Approx. 50,00,000/-)	1	No.	Percentage (Above/below)
2	Repair and maintenance of Electric and other related works for DSR Scheduled items For Electric work DSR 2022 and as amend from time to time as per GOI Refer DSR (Approx. 20,00,000/-)	1	No.	Percentage (Above/below)
3	Repair and maintenance of Electric/Civil and other works for Non- DSR Scheduled items on discount basis from market rate after rate evaluation by the committee or as desired by the C/A. (Approx. 10,00,000/-)	1	No.	Percentage (Above/below)
<b>NOTE:-</b>	<i>For Example:-</i>			
	if DSR 2023 (Civil) & DSR 2022 (Electric) rate is Rs. 100/- and Bider want to submit the bid @ 37% above/below means Bidder is agree on 100 +/- that's means quoted price may be Rs. 63 or Rs. 137.			
	Rates should be quoted in percentage below/above in Rs. Cleary mentioned below/above on DSR.			
	Bidder who quoted the lowest/below rate on DSR he will be the lowest bidder.			
	The evaluation will be based on over all lowest quoted rates and single firm.			
	The least cost based evaluation criteria shall be apply.			