



NIT. No.10/ E-Tenders-Works/ICAR-CIRCOT/2022-23

Name of work: Construction of new Compound wall near ICAR-CIRCOT Type-IV staff quarters bldg. (North side) in staff quarters premises at Mahim, Mumbai.

TENDER DOCUMENT

BID DOCUMENTS(PARTICIPATION THROUGH E-TENDER ONLY)

E-tendering site- www.eprocure.gov.in

Employer:

ICAR- CENTRAL INSTITUTE FOR RESEARCH ON COTTON TECHNOLOGY

(INDIAN COUNCIL OF AGRICULTURAL RESEARCH)

Adenwala Road, Matunga, Mumbai-400 019

Ph.022-24127273/76 Fax: 022-24130835, E-mail: director.circot@icar.gov.in

**ICAR-CENTRAL INSTITUTE FOR RESEARCH ON COTTON TECHNOLOGY
ADNEWALA ROAD, MATUNGA, MUMBAI-400 019.**

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Date: 15.12.2022

NOTICE INVITING E-TENDER No.10/2022-23

The Director, ICAR-Central Institute for Research on cotton Technology, (Indian Council of Agricultural Research), Adenwala Road, Matunga, Mumbai., invites on line Percentage Rate based E-Tenders from approved and eligible contractors registered with Government organizations such as CPWD, state PWD, MES, Railway, P & T, Public undertakings, Nationalized banks etc., by e-tendering process for the following work:-

1.	NIT No.	NIT. No.10/ E-Tenders-Works/ICAR-CIRCOT/2022-23
2.	Name of Work	Construction of new Compound wall near ICAR-CIRCOT Type-IV staff quarters bldg. (North side) in staff quarters premises at Mahim, Mumbai.
3.	Estimated cost put to tender	Rs. 2,59,940/-
4.	Tender fees (Rs.)	Rs. 500/-
5.	Earnest money deposit	Rs. 5,200/-
6.	Period of Completion	90 (Ninety days)
7.	Last Date & Time of submission of e-tender, and other documents as specified in the tender	Date: 04-01-2023 Time: 15.00 hrs.
8.	Time & Date of Technical bid opening of tender	Date: 06-01-2023 Time: 15.30 hrs.

1. The intending bidder must read the terms and conditions carefully. He should submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and instruction for bidders posted on website shall form part of bid document.
3. The bid document consisting of Plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.circot.res.in or www.eprocure.gov.in free of cost.

4. Only on-line bids through NIC's e-procurement Portal (CPPP) i.e on www.eprocure.gov.in shall be accepted.

Sunil Kumar
Chief Administrative Officer

INSTRUCTIONS TO BIDDERS (ITB)

General: All bidders must note that this being E-tender, bids received only through E-tendering portal www.eprocure.gov.in shall be considered as an offer. ***Any bid submitted in paper form will not be received and opened and shall be summarily rejected.***

Further, following instructions should be noted by bidders. Bid Document obtaining process:

Bidders who wish to view free Notification and tender documents can visit ICAR-CIRCOT's website www.circot.res.in Or Central Procurement Portal www.eprocure.gov.in.

Interested bidders who wish to participate should visit website www.eprocure.gov.in which is the ONLY website for bidding their offer. Further, the procedure is as follows:

Register yourself with Central government e-procurement portal for obtaining Login ID and Password. This is one time exercise and applicable for bidding other tenders also.

Obtain Class-III Digital Signature Certificate from any digital signature issuing authority.

Using the login ID, password and digital signature, enter the tender portal to view the tender document.

The bidder can download the tender document from the website : www.eprocure.gov.in

The tender document shall be submitted in online mode through website www.eprocure.gov.in

Bidder must submit the offer before the online closing date & time. The website will automatically stop accepting the offer after online closing date and time.

Bidder can change quoted rates anytime before of closing date & time.

This tender being E-tender, the digital signature certificate obtained from approved Controller of Certificate Authorities (CCA) shall only be considered as authentic. The process of obtaining digital signature has been specified above.

Tenderer should submit the original Demand drafts for Tender fee and EMD amounts to the institute before last date & time of receiving e-tender and get the receipt for the same. In case Tender fee and EMD are not received on or before the last date, the offer may be liable to be rejected. Tender fee and EMD amount shall be submitted only through offline mode by Demand draft.

ONLINE SUBMISSION OF BIDS

- Online Bid Submission Procedure

Tender fee & EMD: Bidders have to submit Tender fee & EMD offline through Demand draft submitting to the Institute and get the receipt, scan the receipt and upload the same in the technical bid.

Submission of Technical Bid: (Technical bid cover No.1)

- Technical supporting documents as per Technical bid Checklist (Annexure-III) to be scanned in pdf format and uploaded on the website.**
- Technical supporting documents including Original Demand drafts in physical form shall be submitted to ICAR-CIRCOT before due date and time and obtain the receipts/acknowledgement for the same.**

Submission of Financial Bid:

Download the attached blank Financial Bid (Financial bid (percentage BOQ).xls), fill up the Blank space with Percentage rate stating above or below and save the details. Do not change the file name. Then upload the Financial Bid in the given link. Do not upload the scan copy of 'Financial Bid' such as pdf or jpg file in document library again.

Bids sent by Telegram, Telex, Cable or Facsimile are not acceptable and will be rejected.

Modification and withdrawal of bids:

The bidder may modify or withdraw his bid after submitting the same prior to the Deadline prescribed for submission of bids.

Bid cannot be modified subsequent to the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder in the bid form. Withdrawal of a bid during this interval may result in forfeiture of the Bidder's bid security.

SECTION-I

GENERAL INSTRUCTIONS TO THE TENDERER

1.1.0GENERAL

The work is to be executed for the benefit of ICAR-Central Institute for Research on cotton Technology, Adenwala Road, Matunga, Mumbai-400 019.

1.2.0SITE VISIT

The tenderer is advised in his own interest to visit/ examine the site of work before submission of his tender. He may obtain all relevant information that may be necessary for preparation of the bid.

1.3.0TENDER DOCUMENT

1.3.1 The tenderer requiring further information or clarification on the tender document may contact the Officer-In-Charge, Engineering Section, ICAR-Central Institute for Research on cotton Technology, up to the closing date, during office hours only.

1.3.2 The tenderer must fill their percentage rates in the financial bid form and upload. In Technical bid format please upload all the documents as per Technical check list (Annexure-III). Incomplete tenders submitted which are not as per the instructions are liable to be rejected.

1.3.3 Tenderers may also download the tender documents from ICAR-CIRCOT's website www.circot.res.in or CPP Portal web site: www.eprocure.gov.in and upload & submit the e-tenders as per the instructions on www.eprocure.gov.in

1.4.0MANNER OF SUBMISSION OF E-TENDER

1.4.1 The two bid system containing 1) Technical Bid cover 1 which contain technical supporting documents as per the technical checklist (Annexure – III) required to qualify in the technical evaluation, the scanned documents (in pdf format) shall be uploaded on the website one by one during submission 2) Financial bid cover 2 (BOQ.xls) (which contain BOQ & Schedule of work (in .xls format) shall be filled on the blank space with name of bidder with address and percentage of rate etc. and uploaded on the web site: www.eprocure.gov.in, without changing the file name.

1.4.2 Technical Bid Cover 1 (will be opened on the opening day)

Technical Bids cover 1 containing technical supporting document shall be opened first on opening day and bid without necessary of document may liable to be rejected during opening time or during technical evaluation.

1.4.3 Financial Bid Cover 2: (only bids of qualified bidders who is qualified in the Technical evaluation process will be opened on later date.)

Financial bid comprising of Microsoft excel file named "BOQ-----.xls". Which containing the pages of bill of quantities and schedule of work showing the blank spaces on last below for filling Percentage rates and amounts. The same shall be uploaded for tender submission before last date and time. This should be kept confidential and not to be scanned and uploaded along with documents for technical bid.

1.5.0 SIGNING OF DOCUMENT

All pages of e-tender document including various annexure and Agreement shall be signed and stamped in the physical form by successful bidder on intimation.

1.6.0 EARNEST MONEY DEPOSIT (EMD)

1.6.1 The tenderer shall pay Earnest Money Deposit along with the tender the sum as indicated in the section- III, in offline form. (D.D. to be drawn in favour of Director, ICAR-CIRCOT, Mumbai.)

1.6.2 The Earnest money of the tenderer shall be forfeited to ICAR-CIRCOT without prejudice to any other rights or Remedies.

a) If the tenderer withdraws his tender during the period of tender validity specified in the tender document.

- b) If, after acceptance of his tender, the tenderer fails to take up the job.
- c) If, the tenderer fails to sign the contract in accordance with the terms and conditions of the contract.
- d) If, after acceptance of his tender, the tenderer fails to furnish the Performance Guarantee.
- e) If, after acceptance of his tender, the tenderer fails to commence the work within seven days after receipt of work order to that effect.

1.6.3 The tenders received without the EMD in the prescribed form shall be rejected.

1.7.0 PERIOD OF VALIDITY OF TENDER

The tender shall remain **valid for 90 days** after the date of opening.

1.8.0 CARE TO BE TAKEN DURING SUBMISSION OF E-TENDER

1.8.1 The e- tender duly filled in all respects must be submitted on www.eprocure.gov.in not later than stipulated time and date as mentioned in Section -III.

1.9.0 OMISSION AND DECREPANCIES

Should a tenderer find discrepancies in, or omissions from the drawings or any of the tender documents or should be in doubt as to their meaning, he should at once notify the authority inviting the tenders. Who may send a written instruction to all the tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account.

1.10.0 OPENING OF THE TENDER

At the intimated time and date the E-tenders received shall be opened. First the technical bids will be opened in the presence of the intended tenderers and put to evaluation of verification of the eligibility of the bidders and financial bids of only technically qualified bids found during the evaluation of Technical bids will be opened at the later date, which will be intimated to technically qualified bidders. If the opening date is declared a holiday the tenders will be opened on the next working day of the same time.

1.11.0 CANVASSING

Any effort by the tenderer to influence the representatives of ICAR-CIRCOT in making the decision in respect of tender evaluation or award of contract will result in rejection of the e-tender.

1.12.0 RIGHT OF ICAR-CIRCOT TO DEAL WITH TENDERS

The Director, ICAR-CIRCOT, Mumbai, reserves the right to accept or reject any e-tender or all the e-tenders at any time prior to award of contract without assigning any reasons whatsoever and no correspondence shall be entertained in this regard.

1.13.0 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-CIRCOT 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.

1.14.0 AWARD OF WORK

ICAR-CIRCOT will notify the successful tenderer in writing by a registered letter to confirm that his tender has been accepted.

1.15.0 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 cost.

1.16.0 PERFORMANCE GUARANTEE

- 1.16.1** The successful tenderer has to pay 10% of the tendered amount as Performance Guarantee in the form of Demand Draft payable to "The Director, ICAR-CIRCOT, Mumbai" before commencing the work.
- 1.16.2** Performance Guarantee shall be treated as Security deposit after completion of work and shall be refunded after 360 days from the date of successful completion of the job.

1.17.0 COMPLETION OF WORK AND PENALTY FOR DELAY IN COMPLETION.

- 1.17.1** All the work items as per the enclosed shall be completed positively on or before the prescribed completion period as indicated in Section —III.
- 1.17.2** Any willful delay on the part of the contractor in completing the construction within the stipulated period will render him liable to pay liquidated damages @ 1.5% of the tendered amount per month of delay to be computed on per day basis will be charged and deducted from payments due to him. The ICAR-CIRCOT 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 amount. (Note: The amount of liquidated damages per day should be determined at 0.05% of the contract value of the works).

1.18.0 OTHER INFORMATION

- 1.18.1** Non-compliance with any of the conditions set forth here above is liable to result in the tender being rejected.
- 1.18.2** The tendered works are not to be subletting to other contractor which will leads to cancellation of contract.

SECTION-II
GENERAL CONDITIONS OF CONTRACT

CLAUSE 1: EXECUTION OF CONTRACT DOCUMENT

- 1.1 The tenderer whose tender is accepted shall be required to appear at the ICAR-CIRCOT office in person to execute the contract documents after receipt of work order.
- 1.2 Every contract shall be completed in respect of the documents it shall constitute.
- 1.3 The tenderer shall quote his percentage rates complying with the instructions contained in the tender documents. The items quantities 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-CIRCOT. The ICAR-CIRCOT does not also guarantee work under each item of the schedule. No correspondence shall be entertained in this regard. The Quoted Percentage rates should be inclusive of all cost of materials, labor charges, carriages, all taxes whatsoever, storage, watch and ward, wastages etc. The quoted rates shall not be increased under any circumstances.
- 1.4 The tenderer shall keep the offer open for a minimum period of **90 days** from the date of opening of tenderer 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-CIRCOT without delay.

CLAUSE 2: COMMENCEMENT OF WORK

The contractor shall commence the works on site as per the date mentioned in work order. 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 cases, and also inclusive of tax levied in respect of work contract under provision of GST.
- 3.2 The rates quoted by the contractor must be inclusive of GST. 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.
- 3.3 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.
- 3.4 The quantities of work items may increase or decrease at the time of execution of work and percentage quoted by the tenderer will be same for all quantities.

CLAUSE 4: EARNEST MONEY DEPOSIT

- 4.1 Earnest Money deposit Original Demand draft shall be submitted to Institute before due date and obtain the receipt for the same and scanned copy of receipt may be uploaded in the e-tender, the tenderer who do not deposit the EMD in the form shall summarily rejected. The tenderer who deposit EMD less than the prescribed amount shall be rejected.
- 4.2 The Earnest money deposit Demand drafts of the Unsuccessful tenderers will be returned to the bidders on deciding about acceptance or otherwise of the tender, or Expiry of the period of tender validity, whichever is earlier (minimum 10-15 days and maximum up to the completion of tender validity period).
- 4.3 The Earnest money of the tenderer shall be forfeited to ICAR-CIRCOT without prejudice to any other rights or Remedies.
 - (a) If the tenderer withdraws his tender during the period of tender validity specified in the tender document.

- (b) If, after acceptance of his tender, the tenderer fails to take up the job.
- (c) If, the successful tenderer fails to sign the contract in accordance with the terms and conditions of the contract.
- (d) If, after acceptance of his tender, the successful tenderer fails to furnish the required amount of performance Guarantee.
- (e) If, after acceptance of his tender, the successful tenderer fails to commence the work within seven days from the date of receipt of work order to that effect.

CLAUSE 5: PERFORMANCE GUARANTEE (PG)/SECURITY DEPOSIT (SD)

- 5.1 The successful tenderer has to deposit an amount equal to 10% of the tendered value, in the form of crossed Demand Draft drawn in favor of "The Director, ICAR-CIRCOT, Mumbai", towards performance guarantee after receiving the work order.
- 5.2 Commencement of work shall be permitted only after the receipt of performance guarantee. The Performance Guarantee will be treated as Security Deposit after completion of work
- 5.3 If the successful tenderer fails to deposit the performance guarantee within 15 days from the date of receipt of work order, it will be presumed, that, the contractor is not interested in the contract and the offer of contract shall be cancelled and the EMD of the contractor will be forfeited.
- 5.4 If any time before the Performance Guarantee /security deposit or any part thereof is refunded to the contractor, it shall appear to Engineer-In-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of quality inferior to that contracted for, or are otherwise not in accordance with the contract it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require. or if so required, shall remove the materials or articles so specified and provided & other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days during which the failure so continues and in the case of any such failure the Engineer-in-charge may rectify or and remove, re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.
- 5.6 The Performance Guarantee /Security Deposit shall be released after 360 days from the date of successful completion of the job.
- 5.7 If the contractor fails to rectify the defects even after the receiving written instructions from ICAR-CIRCOT, such works shall be done departmentally, and the expenditure shall be deducted from the security deposit of the contractor.

CLAUSE 6: LABOUR ACT

- 6.1 No contractor shall employ any person who is under the age of 18 years. Engineer In charge is authorized to remove from work any person who is below 18 years. .
- 6.2 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-CIRCOT, Mumbai. The decision of the Director, ICAR-CIRCOT, shall be conclusive and binding on the contractor.

- 63 All facilities provided in the contract labour act should be provided (Regulation and Abolition Act 1971).
- 64 The contractor shall pay fair and reasonable wages as per the minimum wages act (Govt. of India/ Govt. of Maharashtra, whichever is highest) prevailing in the locality.
- 6.5 The contractor shall duly comply all provisions of contract labour act (Regulation and Abolition) 1979 and Maharashtra contract labour (Regulation and Abolition) rules 1971, as 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 7: SAFETY OF THE WORKERS

- 7.1 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.
- 7.2 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.
- 7.3 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
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.
- (a) 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
- (b) Adequate provisions shall be made for first aid treatment of all injuries likely to be sustained during the course of work

CLAUSE 8: MODE OF PAYMENT

- 8.1 The payment of R.A/Final bills will be made as per the certificate of Engineer in charge of the work for releasing the bills against the work items completed and measured by him. The contractor should submit his bills as per the directions of the Engineer in charge and same will be paid within a month if it is in order. i.e.
- 1) 1st R.A. Bill admissible only after completion of 50% of the work order amount, for which 25% of the tender amount will be released against the R.A. bill above.
- 2) 2nd R.A. Bill admissible only after completion of 75% of the work order amount, for which 50% of the tender amount will be released against the R.A. bill above.
- 3) 3rd R.A. Bill admissible only after completion of 90% of the work order amount, for which 80% of the tender amount will be released against the R.A. bill above.
- 4) 4th & Final Bill admissible only after 100% completion of work accompanied by completion Certificate from Engineers In-Charge, for which remaining 20% balance amount will be released.
- 8.2 On Final completion of the work the contractor shall be furnished with a certificate by the Engineer-Incharge (Works) of such satisfactory completion. But no such certificate shall be given nor shall the works 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.
- 8.3 All payments for the work will be made through E transfer only. The contractors shall provide correct Bank details along with bill itself.
- 8.4 Regarding all payments, inquiry shall be made only to the Engineer-Incharge of the work.

CLAUSE 9: TECHNICAL SPECIFICATIONS

- 9.1 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.
- 9.2 Every effort has been made to give detailed specifications for each and every item in the schedule; however, wherever specifications mentioned by ICAR-CIRCOT are not sufficient, the works should be carried out as per CPWD technical specification and works manual with latest correction slip.
- 9.3 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.
- 9.4 The Engineer-In charge 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 Engineer-Incharge 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 Delhi schedule (2021) 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 ICAR-CIRCOT, the alterations above referred to shall be within the scope of such designs, drawings and specifications appended to the tender.
- 9.5 The successful contractor shall make his own arrangement to obtain all materials required for the work like cement, sand, water, electricity, etc.
- 9.6 Samples of all vital materials like Granite, Plywood, Tiles, Locking systems, Glass, Bricks, Taps, etc, are to be approved by the Engineer-in-charge (Works), ICAR-CIRCOT, Mumbai. The tenderer has to bear the cost of samples.
- 9.7 In all cement involved works 53 grade cement to be used.

CLAUSE 10: UNSATISFACTORY AND DEFECTIVE WORKS

- 10.1 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.
- 10.2 If the progress of any particular portion of the work is unsatisfactory, the engineer In-charge shall notwithstanding that the general progress of the work, be entitled to take action after giving the contractor 10 day notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

CLAUSE 11: INCOME TAX DEDUCTION

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

CLAUSE 12: ELECTRICITY AND WATER

- 12.1 The contractor has to make his own arrangements for water and electricity. Use of BMC water from any source in the campus is strictly prohibited.

CLAUSE 13: DAMAGES TO GOVT. PROPERTY

- 13.1 Compensation for all damages done intentionally or unintentionally by contractor's labor whether in or beyond the limits of Govt. property including any damage caused by spreading of fire, shall be estimated by the Engineer in-charge subject to the decision of the Director, ICAR-CIRCOT, on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which, the same will be recovered from the bill of the contractor.
- 13.2 The contractor shall be responsible for making good the damages done to the existing property or work during construction by his men.

CLAUSE 14: 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 approved by the Engineer-in-charge, to act on his behalf. If in the opinion of the Engineer-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 approved by the Engineer-in-charge. If the contractor fails to appoint a suitable agent, the engineer –Incharge will 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 Engineer-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 Engineer-in-charge shall have certified in writing to that effect. Approval of materials or workmanship of approval of part of the work during the progress of execution shall not bind the Engineer-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 15: MODE OF MEASUREMENT

- (a) All measurements will be recorded in MKS / SI units, with an accuracy up to plus or minus one centimeter. CPWD method of measurement shall be adopted for taking measurements.
- (b) Measurement of each and every item will be recorded on the day of its actual execution. The measurements shall be recorded in the presence of the contractor or his authorized agent. The measurements recorded by the site engineer shall be final and binding on the contractor in case they remain absent during the measurement. No correspondence shall be entertained in this regard.
- (c) Measurements area of granite, tiles, marble, Aluminum sections, etc shall be taken on clear cut exposed areas only.
- (d) In addition to above, the normal CPWD mode of measurement will be adopted wherever ICAR-CIRCOT, terms and conditions on this account are not sufficient.
- (e) Where for proper measurements of the work, it is necessary to have an initial set of levels or other measurements taken, the same recorded as in the authorized field book, measurement book of Government by the Engineer-in-charge or his authorized representative will be signed by the contractor who will be entitled to have a true copy of the same made at his cost. Any failure in the part of the contractor to get such levels etc. recorded before starting the work will render him liable to accept the decision of the Engineer-in-charge as to the basis of taking measurements. Likewise the contractor will not cover any work which will render its subsequent measurement difficult or impossible without first getting the same jointly measured by him and authorized representative of the Engineer Incharge. The record of such measurements on the Government side will be signed by the Contractor and he will be entitled to have a true copy of the same at his cost.

CLAUSE 16: SAMPLES AND TESTING OF MATERIALS

161 All materials to be used on the work shall be got approved from the Engineer 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) B.I.S, specifications for the items.
- (c) Such recognized specifications acceptable to Engineer-in-charge as equivalent thereto or in absence of such authorized specification. Such requirement test and/or analysis as may be specified by the Engineer-in-charge in order of precedence given above.

The contractor shall at his risk and cost make all arrangements /or shall provide for all such facilities as the Engineer-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 Engineer and bear all such charges. Such samples shall also be deposited with the Engineer-in-charge

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 any material to be represented by the samples until the required test or analysis have been made and the materials finally accepted by the Engineer-in-charge.

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.

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 Engineer-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 she the last results are satisfactory and by the contractor if the same are not satisfactory

CLAUSE 17: CLAIMS

17.1 No extra work shall be done without the written permission of Engineer In charge. No claim of extra work shall be paid separately.

17.2 Claims for any extra work shall be registered within 30 days of occurrence of the event along with final bill. No separate bill shall ever be made for any additional or extra works done. ICAR-CIRCOT shall not be responsible if the contractor executes any extra work without written order

CLAUSE 18: HANDING OVER OF WORK:

18.1 All the works and materials before final taken over by Government, will be the entire liability of the Contractor for guarding, maintaining and making good any damages of any magnitude, interim payments made for such work will not alter this position. The handing over the contractor and taking over by the Executive Engineer or his authorized representative will be always in writing of which copies will go to Executive Engineer or his authorized representative and the contractor, it is however understood that before taking over such work Govt, will not put into regular use of distinct from casual or incidental one, except as specifically mentioned elsewhere in this contract or as mutually agreed to.

CLAUSE 19: OTHER CONDITIONS

19.1 No work shall be done on Sunday and other holidays without the prior permission in writing of the Engineer-Incharge.

19.2 Any contractor who does not accept these conditions shall not be allowed to tender for works.

19.3 The contractor shall not sublet or assign his contract to others.

19.4 Except where otherwise specified in the contract the decision of the Director, ICAR-CIRCOT, Mumbai, 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.

19.5 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-CIRCOT shall issue a notice to the contractor to this effect. The contractor has to execute the works within seven days from the date of receipt of the notice, failing which the contract will be terminated, and incomplete works will be executed by some other party at the risk and cost of the contractor. The decision of the Director, ICAR-CIRCOT Mumbai, will be final in this regard without prejudice to any other rights or remedies whatsoever.

**ICAR-CENTRAL INSTITUTE FOR RESEARCH ON COTTON TECHNOLOGY
ADNEWALA ROAD, MATUNGA, MUMBAI-400 019.**

SECTION-III

E-TENDER SCHEDULE

IMPORTANT DATES AND INFORMATION

S.No.	Details of Schedule	Date & Time/ Information
1	Name of Work:	Construction of new Compound wall near ICAR-CIRCOT Type-IV staff quarters bldg. (North side) in staff quarters premises at Mahim, Mumbai.
2	Estimated Cost:	Rs.2,59,940/-/-
3	NIT NO.	NIT. No.10/ E-Tenders-Works/ICAR-CIRCOT/ 2022-23
4	Web site for Uploading of e-tenders for this work	www.eprocure.gov.in only.
5	Date and web sites for start of Downloading of E-tender document	Please refer Tender details published for the work on following site. www.circot.res.in or www.eprocure.gov.in
6	Last date and time for Downloading of E-tender document	Up to 11.00 hrs on 04th Jan, 2023
7	Last date of Receipt of Online tenders	Up to 15.00 hrs on 4th Jan,2023
8	Opening of tenders (Technical bids only)	At 15.30 hrs on 6th Jan,2023
9	Opening of Tenders (Financial bids)	Date and time of financial bid opening can be intimated later after the technical evaluation of technically admitted bids
10	Validity of tender and time for completion of work	90 days from the date of opening of tender, 90 days from commencement date.
11	Earnest money deposit amount	Rs. 5,200/- through Demand draft to be submitted to Institute before due date.
12	Tender fee amount	Rs.500/- through Demand draft to be submitted to Institute before due date.
13	Intimation of Corrigendum, if any	Will be notified on websites only.

LIST OF APPROVED MAKE OF MATERIALS

(FOR CIVIL WORKS)

Specification/brands names of materials (Refer materials, whichever are applicable for the scope of work) and finishes approved by the Engineer-in-Charge are listed below. However approved equivalent materials and finishes of any other specialized firms may be used, in case it is established that the brands specified below are not available in the market and subject to approval of the alternate brand by the Engineer-in-Charge.

Sl. No	Materials	Approved make
1	Poly-Sulphide Sealant	Pidilite, Tuffseal, Choksey, Chemicals
2	Damp Proof Material	Impermo, Duraseal, Acco-Proof
3	Structural Steel, Sections	Tata, Sail, RINL
4	Admixture	Forsroc, MC
5	White Cement	J.K. White, Birla White
6	Water Proofing Compound	Tap Crete, CICO, Accoproof, Impermo
7	Bitumen Indian Oil	Indian Oil, Hindustan Petroleum
8	Injection Grouting	Pidilite (Dr Fixit)
9	Nonmetallic Surface Hardner	MC Deritop F.H
10	Locks/Latch	Godrej, Harrison, Plaza, Golden, Yale
11	Laminates	Formica, Decolam, Merino
12	Wire Mesh	Sterling Enterprises, Trimurty Welded Mesh
13	Prelaminated Particle Board	Action TESA, Nepal Boards
14	Adhesive	Pidilite, Dunlop, Vamorganic
15	Epoxy Mortar	Fosroc, Sika, BASF
16	Dash Fastners	Hilti, Ficher, Canon
17	Flush Door Shutters (Decorative/ Non Decorative)	Kitlam, National, Swastic, Corbett
18	Board & Plywood	DURO, KITPLY, CENTURY
19	Hydraulic Door Closer/Floor Spring	Hardwyn, Godrej
20	Wooden Door Fittings of Brushed Steel	B & R Dorma
21	S.S. Staircase Railing	Jindal Stainless Steel Ltd., Hardwyn
22	Fire Check Door	Romat, Kutty Door
23	Fire Check Accessories Calcium Silicon Board	Fromtect
24	Smoke Seal Strip Imported	Imported Promat/Astro Flame
25	Door Closer Lock	Ingerboll Rand/Dorma, Hardwyn, Everest
26	Panic Exit Device	Ingerrsol, Hardwyn, Everest
27	Andodised Aluminium Hardware (Heavy Duty)	Hardima, Everite, Sigma (ISI Marked)
28	Tempered Glass	Modi Float & Saint Gobain, ASahi, Glaverbel
29	Polyster Powder Coating Shades	Nerolac, Berger, J & N
30	Aluminium Sections	Jindal, Hindaloc, Indalco
31	Friction Stay Hinges	Earl-Bihari
32	Nuts, Bolts and Screws, Steel	Kundan, Priya, Atul
33	EPDM Gasket	Hanu/Anand

34	Structural Silicone	Dow Corning/Wacker
35	Weather Silicone	Dow Corning/Wacker
36	Adhesive Tape	Norton
37	Terrazzo Tiles (Precast)/Plain/ Chequered	NITCO, HINDUSTAN, MODERN
38	Glazed Ceramic Tiles	JOHNSON, SOMANY, KAJARIA, BELL CERAMICS,NITCO, ORIENT, ASIAN
39	Cement Concrete Tiles/Hardonite Tiles	NITCO, NTC, HINDUSTAN
40	Vitrified Tiles	GRANITO, NAVIN DIAMOND, KAJARIA, JOHNSON(MARBONITE), ORIENT, ASIAN
41	Tile Adhesive70.	CICO, PIDLITE FERROUS
42	Clay Tiles on Roof	KENZAI, JOHNSON
43	C.C. Pavers	NITCO-(ROCKARD), TUFTEK, K.K, ESS&ESS, MODERN
44	Acrylic Exterior Paint	SNOWCEM(Trump), ASIAN(Apex), ICI(Weather shield), NEROLAC(surksha plus), BERGER(weathercoat), SHALIMAR (XTRA)
45	Grass Paver	Unistone, Ultra, Shree, Supertile, Modern
46	Water-Proof Cement Paint	Snowcem, Kilicknixon, Durocem, Berger, ICI India Ltd.,Shalimar
47	Synthetic Enamel Paint	Berger(Luxol High Gloss), Nerolac, Asian(apcolite),ICI India Ltd.(Dulux Gloss), Shalimar (Superlac)
48	Plastic Emulsion Paint	Berger(Rangoli), Nerolac, ICI India Ltd.(Dulux), Asian (Premium)
49	Vitreous China Sanitaryware	Parryware, Hindware, CERA
50	Fireclay Sinks & Drain Boards	Parry, Sunfire
51	Stainless Steel Sinks	Nilkanth, AMC, Cobra, Jayana, Franky
52	C.P. Brass Fittings	Prima, Marc, Kingston
53	Soil, Waste & Vents Pipes & Fittings Centrifugal Cast Iron	Neco, RIF
54	LA (CI) Pipes	RIF, Neco
55	G.I. Pipes	Tata, Jindal – Hissar
56	G.I. Fittings (Malleable Cast Iron)	Unik, ICS, Neo
57	Gunmetal Valves	Leader, Sant, Zoloto
58	Stone Ware Pipe & Gully Traps	Perfect, Parry
59	R.C.C. Pipes-(NP-2)	Lakshmi, Sood&Sood, Jain & Co.
60	MS Pipe	Kesoram, Electro Steel
61	C.I. Double Flanged Sluice Valves	Kirloskar, IVS, Burn
62	C.I. Double Flanged Non Return Valves	Kirloskar
63	C.I. Manholes Covers	B.C. RIF
64	Upvc Pipe	Supreme, Prince, Finolex

65	Copper Tubes/Pipes	Rajco, Max Flow ABC
66	Copper Fittings	Yorkshine, IBP, Bconex
67	Ball Valves	Zoloto, IBP, Arco
68	Butterfly Valves	Audco
69	Unglazed Vitrified Tiles	Johnson – (Endura), Somany – (Dura Stone), Regency – (Tiles)
70	Spider Fittings	. Dorma, Sevax
71	Mineral Fibre False Ceiling	Armstrong or Equivalent as per Relevant Is Codes
72	. APP	Roflex, STP ,Dermabit, Watertite(Alex Extrusions Limited)
73	PE-AL-PE PIPES & FITTINGS	JINDAL, SUPREME
74	PVC/SINTHETIC WATER TANK	SINTEX, UNIPLAST, SPL
75	SELF CLOSING PILLAR TAPS	JAQUAR
76	. HOT WATER INSULATION	GLASS WOOL/ MINERAL WOOL
77	ELASTOMERIC SLEEVE	UP TWIGA / ROCKLLOYD
78	BEVELLED EDGE MIRROR	ATUL/SAINT GOBAIN/MODI
79	ROLLING SHUTTERS	RAMA ROLLING SHUTTERS / JOYTI ROLLING/ ANAND INDUSTRIES SHUTTERS
80	WALL PUTTY	BIRLA, J.K, BERGER, SHALIMAR
81	DRAPERY ROD, VENETIAN BLINDS	MAC, VISTA
82	RMC	ACC, Unitech, Ultra Tech (Birla), L&T, A-1 and NDCON
83	PTMT Fittings	Prayag, Polytuff
84	Distemper	Berger (Bison), Asian (Tractor), ICI (Maxiite), Neroalc (Nerolac)
85	PVC Flushing Cistern 5 litre/ 10 litre Capacity	Hindware, Perryware, Cera
86	Metal ceiling tiles	Armstrong, SaintGobin&Anutone.

Note:

Makes other than specified above (if necessary) shall be approved by the Engineer in charge of the work.

Annexure-I

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

[Department User may ask for Tender Acceptance Letter instead of asking Signed Tender Document from the Bidders. This is a sample format, User may revise it as per their Tender Conditions]

Date:

**To,
The Director
ICAR-Central Institute for Research on cotton Technology
Adenwala Road,
Matunga, Mumbai.**

Sub: Acceptance of Terms & Conditions of Tender

Tender Reference No: NIT.No.10/E-Tenders-works/ICAR-CIRCOT/2022-23

Name of Tender/Work:- Construction of new Compound wall near ICAR-CIRCOT Type-IV staff quarters bldg. (North side) in staff quarters premises at Mahim, Mumbai.

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: **Construction of new Compound wall near ICAR-CIRCOT Type-IV staff quarters bldg. (North side) in staff quarters premises at Mahim, Mumbai-19** as per your advertisement, given in the above mentioned website(s).

2. I /We hereby certify that I / we have read the entire terms and conditions of the tender documents from **Page No. 1 to 28** (including all documents like annexure(s), schedule(s), etc), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality / entirety.

5. I/We do hereby declare that our Firm has not been blacklisted/debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure-II

Instructions for Online Bid Submission

(Department user may attach this Document as an Annexure in their Tender Document which provides complete Instruction for online bid submission for Bidders)

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The Instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP portal.

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

REGISTRATION

- 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 “Online bidder Enrolment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username 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 (Class III Certificates with signing key usage) issued by any certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to 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 built in the CPP Portal, to facilitates bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, 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’ folders. This would enable the CPP portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- 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 form the Helpdesk.

PREPARAION 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 – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF/XLS/ RAR/DWF/JPG formats. Bid documents may be scanned document.
- 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 “My Space” Other important Documents”area available to them to upload such documents. These documents may be directly submitted form the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded the Documents in My Documents space, this does not automatically ensure thses Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can 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 bidder has to digitally sign and upload the required bid documents one by on 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 posted/couriered / given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. 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) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the

BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 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. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using the bidder's public keys. Overall the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgment 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 the terms and conditions contained therein should be addressed to the Tender Inviting Authority for 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.

Annexure III

TECHNICAL BID CHECKLIST: (List of technical documents required to be uploaded in Technical bid cover No.1)

The following Technical supporting documents (for eligibility) are to be uploaded in pdf format on website: www.eprocure.gov.in. Later all original D.D to be submitted to the Institute in physical form duly mentioning the tender reference,

- i) Scan copy of Original D.D for EMD (in pdf format) (Refundable) (Submit the original D.D to office and get the Receipt on submission before date of opening of Technical bids of e-tender)
- ii) Scan copy Original D.D.for Tender fee (in pdf format) (nonrefundable) (Submit the original D.D to office and get the Receipt on submission before date of opening of Technical bids of e-tender)
- iii) Scan copy of Letter of undertaking of offer (as per Annexure-1)(in pdf format)
- iv) Scan Copy of Govt. Registration/License/empanelment letters etc. of the Contractor.
- v) Scan Copy of PAN.(in pdf format)
- vi) Scan Copy of GST registration document.(in pdf format)
- vii) Scan copies of Annual financial turnover during last 3years, ending 31st March of the previous financial year, Average annual financial turnover should be at least 30% of the estimated cost. (ie for estimated cost of Rs.2,59,940/-, the average annual financial turnover should be Rs.77,982/-)
- viii) Scan copy of Details of civil Works completed during last seven years ending last day of month previous to the one in which applications are invited should be either of the following:
 - Three completed Civil works costing not less than the amount equal to 40(forty) percent of the estimated cost; or
 - Two completed Civil works costing not less than the amount equal to 50 (fifty) percent of the estimated cost; or
 - One completed civil work costing not less than the amount equal to 80(eighty) percent of the estimated cost;

Annexure-IV

PROFORMA OF AGREEMENT

(To be executed on a non-judicial stamp paper of Rs.100/- to be obtained by the bidder in its name)

ICAR-CENTRAL INSTITUTE FOR RESEARCH ON COTTON TECHNOLOGY.
(INDIAN COUNCIL OF AGRICULTURAL RESEARCH)
ADENWALA ROAD, MATUNGA-19.

1. This deed of agreement is made in the form of agreement on -----day of -----
Month, 2018, between the Director, ICAR-Central Institute for Research on Cotton Technology,
Matunga, Mumbai. (Employer) or his authorized representative (hereinafter referred to as the first party)
and -----(Name of the contractor), S/O ---
-----resident of -----
----- (hereinafter referred to as the Second party), to undertake and execute the works namely of
Construction of new Compound wall near ICAR-CIRCOT Type-IV staff quarters bldg. (North side)
in staff quarters premises at Mahim, Mumbai. (hereinafter referred to as works) on the following terms
and conditions.

WHEREAS

- A) The Director, ICAR-Central Institute for Research on Cotton Technology, Matunga, Mumbai., has issued a tender notice vide NIT no.-----dated ----- for appointment of contractor for the work as mentioned in the NIT. (hereinafter called the “Work”)
- B) The Contractor submitted their e-tender for the aforesaid work vide tender no.-----dated-----, whereby the contractor agreed to execute the work on the terms and conditions as set forth in the tender and this Agreement .
- C) The ICAR-CIRCOT, on acceptance of the aforesaid offer of the contractor, awarded the work to the contractor vide its Letter of Award/Work order dated----- (“LOA”/W.O)
- D) In pursuance of the LOA/W.O, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Scope of work and deliverables**
The Scope of work shall be as per details given under General scope of work of the tender document.
2. **Cost of the Contract**
The total cost of the work (hereinafter referred to as the “total cost”) is Rs.-----as accepted by the first party.
3. **Payments under its contract**
Terms of payment to the second party by the first party shall be as per Payment Schedule mentioned in the tender document and shall be strictly adhered.
4. **Commencement and Completion time**
The Consultant shall commence the work as per the date mentioned in the work order. **The works should be completed in period of 90(Ninety days only) days from the date of this Agreement.** In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both parties.
5. 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 instruction 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.

6. Any willful delay on the part of the second party in completing the work within the stipulated period will render him liable to pay liquidated damages (penalty) @ 1.5% of the tendered amount per month of delay to be computed on per day basis will be charged and 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 amount. (Note: The amount of liquidated damages (Penalty) per day should be determined at 0.05% of the contract value of the works).

7. Duties and responsibilities of the first party

7.1 The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out their works.

7.2 Possession of the site will be handed over to the second party within 10 days of signing of the agreement for taking physical survey, inspections and measurements etc.

80.. Duties and responsibilities of the second party

8.1 The second party shall:

- a) take up the works and arrange for its completion within stipulated time period.
- b) employ suitable skilled person to carry out the work
- c) regularly supervise and monitor the progress of the work
- d) abide by the technical suggestions/direction of supervisory personnel of the first party.
- 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 scope of works within the total of the contract amount without any cost escalation.
- g) keep the first party informed about the progress of work
- h) Pay all duties, taxes and other levies payable by contractors as per law under the contract (First party will effect deduction from running bills if any, in respect of such taxes like Income tax etc. as may be imposed under the law.)

9. Dispute settlement

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

10. Involvement of labour component for the above work and for their payment etc. will be the responsibility of the agency as per existing labour laws. This office will not be held responsible at all in this regard.

Signature of the 1st Party
(Authority for ICAR-CIRCOT)

Signature of the 2nd Party
(Contractor)

Witness:
1.
2.

Witness:
1.
2.

FINANCIAL BID (Percentage BOQ) (This is only for reference. Fill up this excel format only given separately)
NIT. No.10/ E-Tenders-Works/ICAR-CIRCOT/2022-23

SCHEDULE “A”: BILL OF QUANTITIES AND SCHEDULE OF WORKS:

NAME OF WORK: Construction of new Compound wall near ICAR-CIRCOT Type-IV staff quarters bldg. (North Side) in staff quarters premises at Mahim, Mumbai -19.

Sr. No	Item no. (As CPWD DSR – 21)	Description of Item	Unit	Qty.	Rate (Rs.) Including 18% GST	Amount (Rs.)
1	2.1	Earth work in surface excavation not exceeding 30 cm in depth including getting out and disposal of excavated earth upto 50m and lift upto 1.5 m, as directed by Engineer-in-Charge: 2.1.1 All kinds of soil.	Sq.m	10.00	107.00	1070.00
2.	15.56	Dismantling old plaster or skirting raking out joints & cleaning the surface for plaster including disposal of rubbish to the dumping ground.	Sq.m	100.00	45.05	4505.00
3.	15.7	Demolishing brick work manually/by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead per direction of engineer-in-charge. 15.7.4 In cement mortar.	Cu.m	13.00	1698.45	22079.85
4.	6.4	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in : 6.4.1 Cement mortar 1:4 (1 cement : 4 coarse sand)	Cu.m	13.00	8512.10	110657.30
5.	13.12	18mm cement plaster in two coats under layer 12 mm thick cement plaster 1:5 (1 Cement:5 coarse sand) and a top layer 6 mm thick cement plaster 1:3)1 cement :3 coarse sand) finished rough with sponge.	Sq.m	115.00	461.85	53112.75
6.	4.1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering – All workup to plinth level: 4.1.3 1:2.:4 (cement : 2 coarse sand (zone –III) : 4 graded stone aggregate 20 mm nominal size)	Cu.m	4.00	7365.15	29460.60
7.	4.3	Centering and shuttering including	Sq.m	12.00	669.55	8034.60

		strutting, propping etc. and removal of form work for: 4.3.2 Retaining walls, return walls, walls (any thickness) including attached pilasters, buttresses, plinth and string courses fillets, kerbs and steps etc.				
8.	13.47.1	Finishing walls with premium Acrylic Smooth exterior paint with Silicone additives of required shade: Two or more coats applied @ 1.43 ltr/10 nsqm over and including priming coat of exterior primer @ 2.20 kg/10 sqm.	Sq.m	110.00	162.35	17858.50
9.	15.6	Disposal of building rubbish /malba/similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	Cu.m	60.00	219.35	13161.00
Total Amount (Rs.)						2,59,940.00

Total amount in words: Rupees Two Lakhs Fifty Nine Thousand Nine Hundred and Forty only.

Sunil Kumar
Chief Administrative Officer