



भाकृअनुप - भारतीय मृदा एवं जल संरक्षण संस्थान
I C A R - INDIAN INSTITUTE OF SOIL & WATER CONSERVATION
अनुसंधान केंद्र, पोस्ट बॉक्स नं: 12, सुनाबद्धा-763002, जिला:कोरापुट (ओडिशा)
RESEARCH CENTRE, POST BOX NO:12, SUNABEDA-763 002, DIST: KORAPUT
(ODISHA)

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No:DBT_IISWC_KPT/2020-21/

Date: 01 /02/2021

Notice Inviting E-tender for Mechanical Earthen Field bunding / Farm Ponds / Water Harvesting Structure etc.

On behalf of the Director, ICAR-Indian Institute of Soil and Water Conservation (IISWC), Dehradun intend to invite **Online Bids** under **Two Bid System (Technical and Financial Bids)** separately from the reputed firms in India or their accredited for **Mechanical Earthen Field bunding / Farm Ponds / Water Harvesting Structure** at different places of Dist: Koraput, Malkangiri and Rayagada of State: Odisha.

S#	Name of the work	Aprox. Quantity	Specification of the items	Estimated cost (Rs.)	EMD (Rs.)	Security deposit to be submitted by the successful bidder (Rs.)
1	Mechanical Earthen Field bunding / Farm Ponds / Water Harvesting Structure etc.	45000 cum	Enclosed Annexure-VII	1800000-00	36000-00	3% of contract value

Detailed instructions contains terms and conditions governing the contract as well as tender document is available on the website <http://eprocure.gov.in> as well as in our Institute website: www.cswcrtiweb.org:

Schedule of tender Documents:

- Annexure-I – Detailed instructions for submission of tender bid.
- Annexure-II – General information /terms and conditions of the tender / contract.
- Annexure-III – Main terms and conditions of the tender / contract.
- Annexure-IV – Certificate to be furnished by the tendering firm.
- Annexure-V – Declaration to be submitted by the tendering firm.
- Annexure –VI – Details of work order /contract of the same nature of work executed.
- Annexure-VII – Detailed specification of work to be executed.
- Annexure-VIII – Bid security declaration form.
- Annexure-IX – BOQ
- Annexure-X – Draft agreement to be executed.

Tender Schedule

Tender Notice No.	(DST) ICAR IISWC KPT
Date and time for issue / publication of e-tender	01.02.2021 at 05.00 P.M.
Document Download/Sale Start Date and time	01.02.2021 at 05.30 P.M.
Bid Submission start Date and Time	01.02.2021 at 06.00 P.M.
Pre bid meeting	15.02.2021 at 11.00A.M in Committee room at ICAR-IISWC, RC, Sunabeda
Bid Submission End Date and Time	22.02.2021 at 03.00 P.M.
Date and time for opening of Technical Bids	23.02.2021 at 03.00 P.M.
Validity of bid	90 days
Place/Venue of opening of Technical & Financial Bid	218, Kaulagarh Road ICAR-Indian Institute of Soil & Water Conservation, Dehradun, Uttarakhand
Address for Communication	ICAR-Indian Institute of Soil & Water Conservation, Research Centre, Sunabeda, Dist: Koraput (Odisha)

The Instruction for uploading the tender/bid/quotation may be obtained from the website of CPP portal i.e. <http://eprocure.gov.in/eprocure/app>

Tender form, terms & conditions and draft agreement can be downloaded from the website <http://eprocure.gov.in/eprocure/app> and www.cswcrtiweb.org and on-line bids complete in all respects should be submitted through CPP portal <http://eprocure.gov.in/eprocure/app> only **as per above schedule**.

In case, holiday is declared by the Government on the day of opening bids, the bids will be opened on the next working day at the same time. The Head of the Centre, ICAR-IISWC, Research Centre, Sunabeda, Koraput reserves all right to accept or reject any or all the tenders without assigning any reason.

Amendments/corrigendum, if any shall form part of the tender document and will be published only on CPPP and Institute's website (www.cswcrtiweb.org).

Details of Bid Submission

The tendering firm shall submit their tender bid in two packets as per details given below:-

1. Technical Bid Cover

The following documents (**scanned copy**) are required to be uploaded in **technical bid Cover**.

1. PAN Card of tendering firm.
2. GST Registration certificate of the tendering firm.
3. ITR for last **three** financial years i.e. 2017-18, 2018-19 & 2019-20 of the tendering party/firm.
4. Certificate duly verified by the Chartered Account showing the average annual turn-over of the firm during last three financial years 2017-18, 2018-19 & 2019-20.
5. Complete set of tender document duly filled, affixing firm's seal and signed by the authorized signatory of the tendering firm.
6. Partnership Deed, if applicable.
7. Experience in doing such work for at least 03 years
8. Copy of ISO certificate (if available) may be submitted.
9. Power of Attorney, if applicable.
10. Affidavit regarding correctness of the tender bid in the tendering firm's letter head.
11. MSME Certificate, if applicable.
12. Bid Securing Declaration form in case seeking EMD Exemption is mandatory.
13. Bankers details of the tendering firm in its letter head.
14. Demand Drafts of EMD against respective Works.
15. The bidder should submit a certificate on hundred rupees non judicial stamp paper stating that

“our company/firm has not been blacklisted by any Government Department/Government Educational Institutions/Research Institutes during the last 3 years further certify that we have satisfactorily executed all contracts during last 3 years and there is no issues relating to outstanding payments of workman and their statutory contributions.”

16. The firm should preferably have few mover machineries/JCB in their own name. Copies of documents (registration, insurance, tax paid etc.) showing the machinery is in their own name.
17. Details of Driver (s) engaged including copy of valid driving license, addhar card should be submitted.
18. Registration of the firm (Labour/civil/any other issued by Govt.) their eligibility to carry out such type of works.
19. Annexure-IV, V, VI, VII & VIII of Tender Document duly filled in all respect, affixing firm's seal and signed by the authorized signatory of tendering firm.

2. Price Bid cover

The Price bid for **Mechanical Earthen Field buding / Farm Ponds / Water Harvesting Structure** at different places of Dist: Koraput, Malkangiri and Rayagada of State: Odisha is required to be submitted in the prescribed BoQ attached with online tender document on CPPP.

Head of the Centre
ICAR – Indian Institute of Soil and Water Conservation
RC, Sunabeda, Dist: Koraput.

Annexure-I



भाकृअनुप - भारतीय मृदा एवं जल संरक्षण संस्थान
I C A R - INDIAN INSTITUTE OF SOIL & WATER CONSERVATION
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फैक्स/ Fax:

E-mail:



No:DBT_IISWC_KPT/2020-21/

Date: 01 /02/2021

NAME OF WORK : **Mechanical Earthen Field bunding / Farm Ponds / Water Harvesting Structure**

CENTRE / ORGANIZATION : ICAR-IISWC, RC, SUNABEDA
COMPETENT AUTHORITY : HEAD OF THE CENTRE
PARTY : SUCCESSFUL BIDDER

Detailed instructions for submission of tender bid

On behalf of the purchaser (Named in the schedule attached to tender form enclosed), I hereby invite online tenders for **Mechanical Earthen Field bunding / Farm ponds / Water Harvesting Structure** at different places of Dist: Koraput, Malkangiri and Rayagada of State:Odisha as per details given in this tender document. The conditions of contract of supply, which will govern any contract made, are those contained in the general conditions of contract applicable to the contracts placed by ICAR-IISWC, Research Centre, Sunabeda, Dist:Koraput under it and the special conditions detailed in the Tender Form (and those attached herewith). If you are in a position to quote for the item under contract in accordance with the requirements stated in the attached schedule, please submit your online tender bid through CPPP.

1. EARNEST MONEY :

EMD of Rs.36,000/- should be in the form of Demand Draft in favour of "Head of the Centre, ICAR-IISWC" payable at Sunabeda (IFSC:SBIN0001304). The scan copy of EMD should be uploaded with the online tender bid and the hard copy through Speed/Registered Post/By Hand to this Institute during working hours on or before the last date and time of submission of tender bid in a sealed cover envelop superscribing "**EMD of E-tender regarding Mechanical Earthen Field bunding / Farm Ponds / Water Harvesting Structure**" at different places of Dist: Koraput, Malkangiri and Rayagada of State:Odisha.

- The tender shall not be considered if the original demand draft of EMD is not received at ICAR-IISWC within the prescribed date and time unless it is exempted. No request for transfer of any previous deposit of Earnest Money will be entertained.
- Exemption of bid security (EMD) will be allowed only to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP). A Bid Security Declaration form as at Annexure VII is mandatory to be submitted by such firms alongwith requisite certificate.
- It is understood that the tender document has been issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting his tender, he will not resile from his offer or modify the terms and condition thereof. Should the tenderer fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the ICAR-IISWC. In the event of the offer made by the tenderer not being accepted, the amount of

Earnest Money deposited by the tendered will be refunded without any interest on it to him after he has applied for the same in manner prescribed by ICAR-IISWC, RC, Sunabeda.

- iv. The Earnest Money Deposit of the successful Bidders is likely to be forfeited in case he fails to supply the Equipment/Stores or fails to submit Performance Security Deposit as per Supply Order in time.
- v. The Earnest Money should not be less than the amount actually demanded. No interest will be paid on the deposit of EMD & performance security etc. by the Institute.
- vi. Bid securing declaration form.

2. PERFORMANCE SECURITY DEPOSIT:

The successful bidder shall have to submit 3% of the bid approved excluding of Taxes etc. as Performance Security Deposit immediately in form of **Demand Draft, e-transfer, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee** before starting work. Security deposit is 6 month +60 days which will be released on demand by the firm.

3. PREPARATION OF TENDER:

- i. The Schedule to the tender form should be submitted in prescribed format only.
- ii. The Schedule to the tender form should be retained intact whether you are quoting for any item or not. Pages should not be detached but when items are not being tendered for the corresponding space should be defaced by some such words as "Not quoting"
- iii. In the event of space on the schedule from being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bear the tender Number & be fully signed by the tenderer. In such cases reference to the additional pages must be made in the tender form.
- iv. If any modification of the schedule is considered necessary, tenderer should communicate the same by means of a separate letter sent with the Tender.

4. SIGNING OF TENDER:

- i. The Tender is liable to be ignored if complete information is not given there in or if the particulars and date (if any)/asked for in the schedule to the Tender are not fully filled in. Specific attention must be paid to delivery dates and also to the General Conditions of the Contract, as the Contract would be governed by them.
- ii. Individual signing the tender or other documents connected with a contract must specify whether he signs as: -
 - a. A sole proprietor of the firm or constituted attorney of such sole proprietor.
 - b. A partner of the firm if it be a partnership, in which case he must have legal authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney.
 - c. Constituted attorney of the firm if it is a company.

Note:

- i. In case of (b) a copy of the partnership agreement or general power of attorney in either case attested by a notary public should be furnished or affidavit on stamped paper of all the partners admitting execution of the general power of attorney should be furnished.
- ii. In the case of partnership firms where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm.
- iii. A person signing the Tender Form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind each other and if on enquiry it appears that the person so signing has no authority to do so the purchaser may without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all cost and damages.
- iv. Each page of the tender, schedule to tender and annexure, schedule to tender and annexure, if any should be signed by the tenderer.
- v. Tender form, incomplete in any respect or unsigned, is liable to be rejected.

Head of the Centre
ICAR – Indian Institute of Soil and Water Conservation
RC, sunabeda, DIST: Koraput

General information/terms & conditions of the tender /contract

1. DEFINITIONS and interpretations:

- i. In the contract the general and special condition governing it, unless the context Otherwise refers : -
- a) "Acceptance of tender" means the letter of memorandum communication to the contractor the acceptance of his tender and includes an advance acceptance of his tender.
 - b) "Consignee" mean the persons to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified.
 - c) "Contract" means the invitation to tender; instructions tenders, tenders tender acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the contractor.
 - d) "Contractor" means the person with whom the contract is made and includes his heirs. Executors, administrators or successors and permitted assignees, as the case may be.
 - e) "Drawing" means the drawing or drawings specified in or annexed to the Schedule or Specification.
 - f) "Council" means the Indian Council of Agricultural Research or the Institute etc. under its administrative control.
 - g) "Inspector" means the person specified in the contract for the purpose of inspection of stores of work under the contract and includes his authorized representative.
 - h) "Material" means anything used in the manufacture or fabrication of the stores.
 - i) Particulars include :-
 - Technical specifications
 - Drawing
 - Pattern bearing the seal and signature of the inspector (hereinafter called the sealed pattern) which shall include also a certified copy thereof sealed by the purchaser for the guidance of the inspector.
 - Sample sealed by the purchaser for the guidance of the inspector (hereinafter called the certified sample) which shall include a certified copy there of sealed by the purchaser for the guidance of the guidance of the inspector;
 - Trade pattern, that is to say a pattern, stores conforming to which are obtainable in the open market & which denoted a standard of the Indian Standards Institute or other standardizing authority or a general standard of the industry;
 - Proprietary mark or brand means the mark or brand of a product which is owned by an industrial firm;
 - Any other details governing the construction, manufacture or supply of stores as may be prescribed by contract;
 - j) "Purchase officer" means the officer signing the acceptance of tender & includes any officer who has authority to execute the relevant contract on behalf of the Purchaser ;
 - k) "Purchaser" means the purchaser named in the Schedule of acceptance to the tender & includes his successor or assignees;
 - l) "Head" means the Head of the Centre of ICAR-Indian Institute of Soil and Water Conservation, (IISWC), Research Centre, Sunabeda, Dist: Koraput (Odisha), India.
 - m) "Schedule" means the Schedule annexed to the acceptance of tender.
 - n) "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof.
 - o) "Site" means the place specified in the Schedule at which any work is required to be executed by the contractor under the contract or another place approved by the Head of the Centre, ICAR-IISWC, RC, Sunabeda for the purpose.
 - p) "Stores" means the goods specified in the schedule which the contractor has agreed to supply under the Contract.

- q) "Supply order" means an order for supply of stores & includes an order for performance or service.
- r) "Test" means such test as is prescribed by the particulars or confided necessary by the Inspector, whether performed or made by the Inspector or any agency acting under the direction of the Inspector.
- s) "Unit" & "quantity" means the unit & quantity specified in the schedule;
- t) "Writing" includes matter either in whole or in part, in manuscript, typewritten lithographed, cyclostyled, or printed, or under or over signature or seal as the case may be;
- u) The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval of the Inspector to :-
- v) The consignee at his premises or.
- w) The consignee at the destination station in case of contracts stipulating for delivery of stores at destination station.
- x) Words in the singular include the plural & Vice-Versa.
- y) Words importing the masculine gender shall be taken to include the feminine gender & word Importing persons shall include any company or association or body of individuals, whether incorporated or not.
- z) The heading of these conditions shall not affect the interpretation or construction thereof.
- aa) Terms & expression not herein defined shall have the meaning assigned to them in the sale of Good Act, 1930 or the Indian Contract Act. 1872 or the General clause Act 1897, as the case may be.

2. (a) PARTIES:

The parties to the contract are the contractor/tendering firm and the purchaser, named in the schedule.

(b) AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE CONTRACTOR:

A person signing the tender or any other documents in respect of the contract on behalf of the contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to sing the contract. If it is discovered at any time that person so signing has no authority to do so, he purchaser may without prejudice to any other right on remedy of the purchaser cancel the contract and make or authorize the making or purchase of the stores at the risk and cost of such person and hold such person liable to purchaser of all costs and damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchase.

(c) ADDRESS OF THE CONTRACTOR AND NOTICES AND COMMUNICATION ON BEHALF OF THE PURCHASER:

- i. For all purposes of the contract, including arbitration there under, the address of the contractor mentioned in the tender shall be the address to which all communications addressed to the contractor shall be sent, unless the contractor has notified a change by a separate letter containing no other communication and sent by registered post acknowledgment due to the Head of the Centre, ICAR-IISWC, RC, Sunabeda. The contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.
- ii. Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the contractor by purchase officer and all such communications and notices may be served on the contractor either by email/registered/sped post or under certificate if posting or by ordinary post or by hand delivery at the option of such officer.

3. AUTHORITY OF THE HEAD, ICAR-IISWC, RC, SUNABEDA :

For all-purpose of the contract including arbitration proceedings there under, the Head of the Centre, ICAR-IISWC, RC, Sunabeda shall be entitled to exercise all rights and powers to the purchaser.

4. RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT:

- i. **Risk in supply of stores:** - The contractor shall perform the contract in all respects in accordance with the terms and condition thereof. The stores and every constituent part thereof, whether in the possession or control of the contractor, his agents or servants and the purchaser his agents or servants shall remain in every respect at the risk of the contractor until their actual delivery to the consignee/person specified in the schedule at stipulated place or destination. The contractor shall be responsive for all loss, destruction damage or deterioration of or the stores from any cause whatsoever while the stores after approval by the Inspector are awaiting dispatch or delivery or are in the course of transit from the contractor to the consignee/person named in the Schedule. The contractor shall alone be entitled and responsible to make claims against a railway administration or other carrier in respect or non-delivery, mis-delivery, destruction, damage or deterioration of the goods entrusted to such carrier by the contractor for transmission to the consignee.
- ii. **Consignee's right of rejection :-** Notwithstanding any approval which the inspector may have given in respect of the store or any materials or the contract (whether with or without any test carried out by the contractor or Inspector or under the direction of the Inspector) it shall be lawful for consignee, to reject the stores or any part, portion or consignment thereof within a reasonable time if such stores or part, portion or consignment thereof is any less, deterioration or damage before dispatch or delivery or during transit or/otherwise whatsoever.

iii. (a) SUBLETTING AND ASSIGNMENT:

The contractor shall not, save with the previous consent in writing of the Head of the Centre, ICAR IISWC, RC, sunabeda sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever, provided, nevertheless that any such consent shall not relieve the contractor any obligation, duty or responsibility under the contract.

(b) CHANGE IN A FIRM:

- (i) Where the contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Head, ICAR-IISWC, RC, Sunabeda which may be granted only upon acceptance of a written undertaking by the new partner to perform the contract & accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.
- (ii) On the date of retirement of any partner of the contractor firm before complete performance of contract the Head, ICAR-IISWC RC, Sunabeda may at his option cancel the contract and in such case the contractor shall have no claim whatsoever to compensation against the purchaser.
- (iii) If the contract is not determined as provided in sub clause (ii) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the partnership Act has been sent by him to the Head of the Centre.

(c) CONSEQUENCE OF BREACH:

In case of committing breach if any clause of this tender/contract at any stage by the contractor or a/any partner in the contractor's firm, it shall be lawful for the Head, ICAR IISWC, RC, Sunabeda to cancel to contract & purchase or authorize the purchase of the stores at the risk & cost of the contractor.

(d) THE DECISION OF THE HEAD, ICAR-IISWC, RC, SUNABEDA

The Head , ICAR-IISWC, RC, Sunabeda reserves all rights to decide any matter or thing concerning or arising out of this sub-clause or on and any question whether the contractor or any partner or the contractor firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the Contractor.

5. USE OF RAW MATERIALS SECURED WITH COUNCIL'S ASSISTANCE:

- A. Where any raw material for the execution of the contract is procured with the assistance of the Council by purchase or under arrangement made or permit, license, quote certificate or release order issued by or on behalf or under authority from the Council or by any officer empowered in that behalf by law or is issued from Council's stock and where advance payment are made to the contractor to enable him to purchase such raw materials for the execution of the contract, the contractor:-
- (i) Shall hold such materials as trustee for the Council.
 - (ii) Shall use such material economically and solely for the purpose of contract.
 - (iii) Shall not dispose of the same without the previous permission in writing of the Head , ICAR-IISWC, RC, Sunabeda ; and
 - (iv) Shall tender due account of such material and return to the Council at such place as the Head , ICAR-IISWC, RC, Sunabeda may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever.
- B. Where the contract is terminated due to any default on the part of the contractor the contractor shall pay all transport charges incurred for returning any material up to such destination as may be determined by the Head, ICAR-IISWC, RC, Sunabeda and the decision of the Head, ICAR-IISWC, RC, Sunabeda/Director ICAR IISWC in that behalf shall be final and binding on the contractor.
- C. If the contractor commits breach of any of the conditions, he shall without prejudice to any other liability; penal or otherwise be liable to account to the ICAR-IISWC, RC, Sunabeda for all moneys advantages or profits accruing from or which in the usual course would have accrued to him by reason of such breach.
- D. Where the stores manufactured or fabricated by the Contractor out of the materials arranged or procured by or on behalf of the Council /IISWC, pay to the ICAR-IISWC, on demand the cost price or market value of such materials whichever is greater.

6. QUOTATIONS OR RATES BY CONTRACTORS:

- i. The price quoted by the contractor shall not be higher than the controlled price fixed by law for the stores or where there is no controlled price, save for special reasons stated in the tender, be higher than the price usually charged by the contractor for stores of the same nature, class or description to any govt./private purchaser.
- ii. If the price quoted higher than the controlled price or where there is no controlled price, the price usually charged by the contractor for govt./private purchase for the stores of the same nature class or description, the contractor will specially mention this fact in his tender giving reason for quoting higher price (s). If he fails, to do or make any miss-statement, it shall be lawful for the Head, ICAR-IISWC, RC, Sunabeda or Director, ICAR IISWC, Dehradun :- (i) to revise the price at any stage so as to bring it in conformity with sub clause (i) above, or (ii) to terminate the contract and purchase stores at risk and the cost of the contractor.

7. CORRUPT PRACTICES:

- (i) The contractors shall not offer or give or agree to give to any person in the employment of the purchaser or working under the order of the Head , ICAR-IISWC, RC, Sunabeda any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done

or airborne to do any act in relation to the obtaining or execution of the contract or another contract with the ICAR-IISWC RC, Sunabeda or for showing or for beating to show favour or disfavor to any person in relation to the contract or any other contract with ICAR-IISWC, RC, Sunabeda . Any breach of the aforesaid condition by the contractor, or any one employed by him or acting on his behalf (whether with or without knowledge of the contractor) or the Commission of any offence by the contractor or by any one employed by him or acting on his behalf under Chapter IX of the India Penal Code. 1860 or the Prevention of Corruption Act, 1974 or any other Act enacted for the prevention of corruption by public servants shall entitle the Head , ICAR-IISWC, RC, Sunabeda to cancel the contract and all or any loss arising from such cancellation in accordance with the provisions of Clause 14.

- (ii) Any dispute of deference in respect of either the interpretation effect or application of the above condition or of the amount recoverable there under by the purchaser from contractor shall be decided by the Head, ICAR IISWC, RC, Sunabeda or his nominee whose decision thereon shall be final & binding on the contractor.

8. INSOLVENCY AND BREACH OF CONTRACT:

The Head, ICAR-IISWC, RC, Sunabeda may at any time, by notice in writing, summarily terminate the contract without compensation to the contractor in any of the following events that is to say: -

- i. If the contractor benign individual or if a firm any partner thereof, shall at any time be adjusted insolvency or shall have a receiving order or order or order for administration of his estimate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effect or enter into any arrangement of his effect or enter into any arrangement or composition with his credits or suspend payment or, if the may be dissolved under the partnership Act, or
- ii. If the contractor being a company is wound up voluntarily or by the order of a court or a Receiver, liquidator or Manager on behalf of the Debenture holders in appointed or circumstances shall have arisen which entitled the court or Debenture holders to appoint a Receiver, liquidator or Manager, or
- iii. If the contractor commits any breach of the contract not herein specifically provided for: - Provided always that such determination shall not prejudice any right action or remedy which shall have accrued or shall accrue thereafter to the purchaser for any extra expenditure is thereby put to, the contractor shall under no circumstances be entitled to any gain on repurchase.

9. ARBITRATION :

- i. In the event of any question, dispute to deference arising under these conditions or any special conditions of contract, or in connection with this contract, (except as to any matters the decision of which is specially provided for by these or special conditions) the same shall be referred to the sole arbitration of an officer appointed to be the arbitrator by the Director, ICAR IISWC, Dehradun. It will be no objection that the arbitrator is a Govt. Servant/Council's Servant that had to deal with the matters to which the contract relates or that in the course of his duties as a Govt. Servant/Council's Servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final & binding on the parties to this contract.
- ii. In the event of the arbitrator dying, neglecting or refusing to act, or resigning being unable to act for any reason, or his award being set aside by the Court for any reason, it shall be lawful for the Director, ICAR IISWC, Dehradun to appoint another arbitrator in place of the out-going arbitrator in the manner aforesaid.

- iii. It is the further a term of this contract that no person other than the person appointed by the Director ICAR IISWC Dehradun as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to arbitrator at all.
- iv. The arbitrator may from time with the consent of all the parties to the contract enlarge the time for making the award.
- v. Upon every and any such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.
- vi. Subject as aforesaid, the Arbitration Act. 1940 and the rules there under and any statutory modification thereof for time being in force shall be deemed to apply to the arbitrator proceedings under the clause.
- vii. Work under to contract shall, if reasonably possible, continue during the arbitration proceedings and in payment due to or payable by the purchaser shall be withheld on account of such proceedings.
- viii. The venue of arbitration shall be the place from which the acceptance note is issued or such other place as the arbitrator at his desecration may determine.

10. SPECIAL INSTRUCTIONS:

- i. Purchaser: Head, ICAR-Indian Institute of Soil and Water Conservation, RC, Sunabeda.
- ii. The stores are required by (time indicated in supply order). Please quote earliest possible guaranteed date by which tenderer can make supply.
- iii. Consignee : The Head, ICAR-IISWC, RC, Sunabeda
- iv. The tender must quote clear delivery terms. Incomplete tender is liable to be ignored.
- v. Conditions of contract as contained in Special/General conditions of contract & Schedule and annexure to the tender attached herewith.
- vi. Tenders are bound to accept order for additional quantity (up to 25%) at the rate quoted only if order is placed on them within six months from the date of issue of Acceptance of Tender.
- vii. Firms tendering should note that it is desired that their offers should remain open for acceptance for 90 days from the date of opening of tender, If the firms are unable to keep their offers open for the specified period their tenders are likely to be rejected
- viii. Unattested amended figures/overwritten figure shall not be considered.
- ix. Where there is provision for payment of GST, it will only be paid if GST registration number is specifically mentioned on the bill/invoice.

Head of the Centre
ICAR – Indian Institute of Soil and Water Conservation (IISWC)
RC, Sunabeda, DIST: Koraput

Main Terms & Conditions of the tender/contract

i. **Submission of tender bid**

Tendering firms shall submit its online tender bid through CPPP on the basis of the terms & conditions of tender document. Tendering Firms should specifically mention the deviations if any, from the conditions of the contract in their tender bid.

- ii. All the information, instructions, terms & conditions etc. of this tender documents shall be part of the contract finally awarded to the successful bidder.

1. Price schedule

- i. The prices quoted must be inclusive of GST, wherever applicable for supply/delivery of complete set of Mist Chamber and Shade Net House/Hardening Chamber as per its technical specification. No separate payment for any item, services etc. shall be made over and above the price quoted in the Price Bid.
- ii. Please note ICAR-IISWC being Public Funded Research Institute registered with Department of Scientific & Industrial Research, Govt. of India is eligible for payment of mandatory custom duty only at concessional rates and fully exempted from payment of Central Excise Duty as per **Govt. Notification No. 51/96-Customs dated 23 July 1996 and No. 10/97-Central Excise dated 01 March 1997 or as amended from time to time. Besides the GST/IGST on Indian Component over and above 5% is exempted. So while quoting the rate, this may be take care of for the items covered under above provisions.**

2. Criteria for Selection of successful bidder

First of all the technical bids shall be evaluated by a duly constituted committee of the Institute to select the responsive bidder.

Besides other eligibility requirements, the average turnover of the tendering firm during last three financial years (2017-18, 2018-19 & 2019-20) should not be less than Rs.25.00 lakh per annum failing which it shall be rejected. CA certified certificate is required as a mandatory document.

Thereafter the price bids of the **responsive bidders** shall only be opened and the bidder quoted lowest rates (L-1) for both of the items in totality shall be declared as successful bidder.

3. Term of execution and completion period

The **Mechanical Earthen Field buding / Farm ponds / Water Harvesting Structure** at different places of Dist: Koraput, Malkangiri and Rayagada of State: Odisha.

The firm shall have to complete the work within a period of **two months** from the date of issue of final work order.

- 4. Liquidated damages** : If the supplier fails to deliver any or all of the ordered goods or perform the services within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% (Half percent) of the price of the goods or unperformed services for each week of delay or part thereof until actual delivery or performance up to a maximum deduction of 10%(ten percent) of the delayed goods or services' contract price. Once the maximum is reached, the purchaser may consider termination of the contract with forfeiture of performance security deposit and all cost and risk on the part of the contractor.

5. Right of Acceptance of tender bid

The purchaser does not pledge itself to accept the lowest or any tender and reserves rights of rejecting the tender at any stage without assigning any reasons.

6. Communication of acceptance

Acceptance by the purchaser will be communicated by email, Fax, express letter of acceptance or formal Acceptance of tender as per address mentioned by the tenderer in its tender bid. In case where acceptance is communicated by email or express letter, the formal acceptance of tender, will be forwarded to tender, by registered post as soon as possible but the instructions contained in the email or express letter should be acted upon immediately.

The purchaser or his authorized officers has right to inspect the works pertaining to **Mechanical Earthen Field budding / farm ponds / Water harvesting structure**. In case it is observed that the work being is not as per specification/quality, the contractor shall immediately rectify the same.

7. Payment terms

100% payment shall be made after completion of **Mechanical Earthen Field budding / farm ponds / Water harvesting structure** at different places of Dist: Koraput, Malkangiri and Rayagada of State: Odisha on receipt and acceptance of item from the indenter. In case of part payment/running bill payment required, prior approval from the competent authority should be obtained as can be is allowed to pay part payment as detailed below:

- i. 75% of payment will be allowed after satisfactory completion of 1/3 of the work.
- ii. 75% of payment will be allowed after satisfactory completion of 2/3 of the work.
- iii. Remaining payment will be made only after completion of work satisfactorily.

8. Incidental Expenditure / loss:

In case, the bidder faces loss due to any reason during the contract (hike in rates or incidental loss including accident / loss of life/death), they shall not claim for the same and Centre will not responsible for any loss in any circumstances. It is sole responsibility of the bidder to bear the loss on paying compensation etc.

It is the sole responsibility of the bidder to bear the cost for logistic arrangements of the workman and transportation of instruments / equipments. The Centre / Institute is not responsible for making such arrangements.

9. JURISDICTION:

All questions disputes or difference related to this contract shall be subject to the jurisdiction of the Court at Koraput.

Head of the Centre
ICAR – Indian Institute of Soil and Water Conservation
RC, Sunabeda, DIST: Koraput

Certificate to be furnished by the Tendering firms

To

The Head of the Centre,
ICAR-IISWC, Research Centre,
Sunabeda, Dist: Koraput (Odisha).

Dear Sir,

1. I/We hereby offer to supply the stores detailed in the schedule here to or such portion thereof as you may specify in the acceptance of Tender at the price given in the said schedule. I/we agree to hold this offer open till 90 days from the opening of tender. I/We shall be bound by all terms & conditions and communication of acceptance dispatched within the prescribed time.
2. I/We understood the instruction and terms & conditions etc. given in tender document and have thoroughly examined the specification, drawing and/or pattern quoted in the schedule thereof and/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.
3. The following pages have been added to & form part of this tender_____

Yours faithfully,

**Place :-
Date**

**(Signature of Authorized signatory
of tendering firm)
Address of firm
Seal of the firm**

Annexure-V

Declaration

(To be submitted in Non-judicial stamp paper of Rs.100/- duly notarized):

1. I,.....Son/Daughter/Wife of Shri....., Proprietor/Director/Authorized Signatory (please tick whatever is applicable or insert if new term is applicable) of M/s..... (with full address), has been legally authorize to sign this declaration and execute the tender bid against E-tender No. DBT_IISWC_KPT/2020-21/....., CPPP Tender ID.....) issued by ICAR-IISWC.
2. I, have carefully read and understood all the terms and conditions of the tender document issued by ICAR-IISWC and undertake to abide by them.
3. The information/documents furnished by me/us along with tender bid are true and authentic to the best of my knowledge and belief. I/we, am/ are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender bid at any stage besides liabilities towards prosecution under appropriate law.
4. I/we certify that the firm has not been blacklisted/debarred by any Government Department / PSUs including Central Vigilance Commission (CVC) during the last five years.
5. I/we also certify that no criminal/legal suit is pending or contemplated against our firm.
6. I/we hereby authorize ICAR-IISWC to approach any Individuals, employees, firm or organization to verify our competence and general reputation and authenticity of document submitted by the firm.

**Place :-
Date**

**(Signature of Authorized signatory
of tendering firm)
Address of firm
Seal of the firm**

Annexure-VI

ICAR – Indian Institute of Soil & Water Conservation
Research Centre, Sunabeda, Dist:Koraput (Odisha)

**Details of work experience in performing similar nature of work /contract executed
(Mechanical Earthen Field bunding / farm ponds / Water harvesting structure) in the Dist:
Koraput, Malkangiri and Rayagada of State:Odisha during last three financial years (2017-18,
2018-19 & 2019-20)**

Sl. No.	Name of the Deptt./ Organisation & Name of contact Person with Ph.No.	Similar Nature of work completed	Total cost of work/contract Copies of work orders should be enclosed (in laks)

Note: The Head, ICAR-IISWC, RC, Sunabeda or his authorized representative can inspect the work done by the firm as per above details.

Place :-
Date

(Signature of Authorized signatory
of tendering firm)
Address of firm
Seal of the firm

Annexure VII**Detailed Specifications of Mechanical Earthen Field bunding / Farm Ponds / Water Harvesting Structure at different places of Dist: Koraput, Malkangiri and Rayagada of State: Odisha.**

S#	Work specification	Unit	Approx. Quantity
1	Mechanical Earth Excavation work to form earthen bund. The pit/trench is at least 0.5m away from the earthen bund on the upstream side. The cross section of the trench is 1.0 m (width) and about 0.6 m depth with interlocking/equalizers at 4-5 m distance. Farm ponds/Water harvesting structures: Size as per the site conditions. All these works are to be carried out at the following villages.	cum	45,000
District	Block	GP	Name of Villages
KORAPUT	KORAPUT	MASTIPUT	Janiguda, Bariguda, Ektaguda, Sundhiguda, Ongimaliguda, Gurumaiguda
MALKANGIRI	KHAIRPUT	KHAIRPUT	Atalaguda, Amlabhata, Badapa, Kandhaguda, Kadaguda, Karadabadi
RAYAGADA	KASHIPUR	NAKTIGUDA	Phatagada, Tulsichhapar, Gatiguda, Anjar, Hardabhata

Annexure VIII**Bid Security Declaration Form**

Date: _____
No. _____

Tender

To (Insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

- a) Have withdrawn/modified/amended, impairs or derogates from the tender, may /our Bid during the period of bid validity specified in the form of bid: or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (I) fail or reuse to execute the contract, if required or (II) fail or refuse to furnish the Performance Security, In accordance with the Instruction to Bidders.

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

Signed: (Insert signature of person whose name and capacity are shown)
In the capacity of (Insert legal capacity of person signing the Bid Securing Declaration)

Name: (Insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (Insert complete name of Bidder)

Dated on _____ day of _____ (Insert date of signing)

Corporate Seal (Where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

Annexure IX

भाकृअनुप - भारतीय मृदा एवं जल संरक्षण संस्थान

BOQ for Mechanical Earthen Field bunding / Farm Ponds / Water Harvesting Structure at different places of Dist: Koraput, Malkangiri and Rayagada of State: Odisha.

Tender No: 1(DST) ICAR IISWC KPT

S#	Work specification	Unit	Approx. Quantity	Rate (Rs.)	Amount (Rs.)
1	Mechanical Earth Excavation work to form earthen bund. The pit/trench is at least 0.5m away from the earthen bund on the upstream side. The cross section of the trench is 1.0 m (width) and about 0.6 m depth with interlocking/equalizers at 4-5 m distance. Farm ponds/Water harvesting structures: Size as per the site conditions. All these works are to carried out at the following villages.	cum	45,000		
	District	Block	GP	Name of villages	
	Koraput	Koraput	Mastiput	Janiguda, Bariguda, Ektaguda, Sundhiguda, Ongrimaliguda, Gurumaiguda	
	Malkangiri	Khairput	Khairput	Atalaguda, Amlabhata, Badapa, Kandhaguda, Kadaguda, Karadabadi	
	Rayagada	Kashipur	Naktiguda	Phatagada, Tulsichhapar, Gatiguda, Anjar, Hardabhata	

Annexure -X

DRAFT AGREEMENT

This agreement made thisday ofmonth Two thousand Twenty One between year the Head of the Centre, ICAR-Indian Institute of Soil & Water Conservation, Sunabeda (Koraput) herein after called the First Party and herein after called the Second Party.

WHEREAS the First Party is desirous of getting the job of **Mechanical Earthen Field buding / Farm Ponds / Water Harvesting Structure** at different places of Dist: Koraput, Malkangiri and Rayagada of State: Odisha by the said Second Party.

WHEREAS in pursuance of the above named Second Party's e-tender bid vide having been considered by the First Party, it has been decided by the First Party to award the said job work to the Second Party and whereas the said second party hereby agreed to execute the said job work of the First Party strictly as per the work order with the following terms and conditions:

TERMS AND CONDITIONS:

1. The work should be started with immediate effect after getting the work order from the Research Centre and should be completed within the stipulated time therefrom.
2. The contractor/firm/party (the party of the second part) should give the minimum wages to the labourer (s) as per the Govt. of India rates as amended from time to time including all other fringe benefits as per labour laws of Government of India.
3. The work should be started and completed as per the instructions given in writing from time to time by the party of the first part or their representative.
4. If the contractor does not abide by the conditions of the contract and does not complete the work satisfactorily in time, the contract will be terminated and thereby his security deposit will be forfeited.
5. If the work is not completed within the stipulated time or not done properly and thereby if the Research Centre suffers any loss, the contractor will have to compensate for the loss. In this connection the decision of the Head of the Centre for the amount of loss to be compensated will be final.
6. The contractor will submit the bill to the office of the First Party for the quantum of work done each time in triplicate for making payments following all essential formalities mentioned in the bid.
7. The contractor or persons engaged by him should not involve themselves in any unwanted activities harmful to the party of the first part and if they are found to be indulging in such unwanted activities, suitable action will be taken and they will be prosecuted as per rules / instructions. Also the contract may be withdrawn forfeiting the security deposit.
8. The contractor should ensure not to employ any worker of doubtful character (which he should get verified from the local police station) and submit the copy to the party of the first part.
9. The workers employed by the contractor will not have any right in any way to have an employment in the Research Centre neither on casual basis not against any permanent vacancy.
10. Income Tax will be deducted at source from the payment of the contractor as per the relevant rules. It is the sole responsibility of the second party to pay the GST as per norms and conditions of Govt. from time to time.
11. The party of the second part will be responsible for providing medical treatment to his workers deployed. The party of first part will not be responsible in any way for providing any compensation with respect to the injuries from the accident or death of the worker of the party of the second part while carrying out the works. The party of the second part should make his own arrangements for providing medicine / first aid etc. to his workers.

12. The contractor shall comply with the provisions of all laws including Employees State Insurance Act. Employees P. F Act. And timely payment of all their dues if any, in respect of the employees engaged by him for rendering the aforesaid services as per norms and shall keep THE EMPLOYER absolved from all acts and omissions, faults, breaches and / or claims, demands, loss, injury, death and expenses to which the EMPLOYER may be put or involved as a result of CONTRACTOR's failure to fulfill any of the above obligations and THE EMPLOYER shall be entitled to recover any such losses or expenses which it may have to suffer on account of such claims, demands, loss or injury from the CONTRACTOR's bill or from security deposit or from any money due to CONTRACTOR without prejudice to its any other rights under the law.
13. Rate of contract work will be the same as quoted by the party of the Second part and accepted by the party of the first part and as shown in the work order.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

That in consideration of the said acceptance letter/work order rates as also of agreement for good and faithful services to be rendered and performed by the Second Party in execution of the said contract work, subject to the terms and conditions as aforesaid, the contract for said work is hereby awarded to the said Second Party. That the second party hereby specifically agreed to execute the said contract work strictly as per the terms and conditions of the contract. And that the said second party shall be deemed to have carefully examined the specifications and all other documents forming part and parcel of the subject contract work and also to have satisfied himself as to the nature and character of the work to be executed, and shall carryout the contract work and complete executions of the said work to be entire satisfaction.

That the contract shall be deemed to have come into force with effect from...../...../2021 being the date of commencement of work, and the second party shall complete the work in all respects within the stipulated date of completion.

That it is agreed between the parties that the non exercise of any or all of the rights of the first party under this agreement will not in any manner amount to waiver of the rights of the first party contained in the terms and conditions of this contract and the liability of the second party either of past or future shall remain unaffected.

Notwithstanding anything mentioned by either party in any other documents whatsoever, only the conditions included in this agreement, the conditions laid down in the bid document published by the first part, General conditions of Contract, special conditions and all contract act(s), , schedule of materials, bill of quantities, drawings, acceptance letter and work order and any other conditions mutually agreed to by the parties subsequently, shall only prevail and all those documents shall be integral parts of this contract. In addition to what is included in the general conditions of this contract, it is once again specifically agreed to by the parties that they shall initiate suits and all other legal cases whatsoever arising out of or relating to the said contract work, the same shall be decided in arbitration as per the clauses agreed to by the parties in general conditions of the contract.

In witness whereof, the parties to this agreement have set their hands on the day, month and year aforementioned.

Witness

1.

Signature of the 1st party

Signature of the 2nd party.