

**CENTRAL INSTITUTE FOR COTTON RESEARCH**  
**Regional Station, Sirsa – 125 055 (Haryana)**

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**Sub: QUOTATIONS FOR INSECTARY MODULE UNDER NAIP- DSS- C 2046  
PROJECT- REGARDING**

1. You are invited to submit your most competitive quotation for the following works with standard make material:

**Insectary module with below material:**

- **One split AC and One window AC (LG Make)**
- One humidifier with humidity controller (1Nos.)\*
- **Heat convector with Remote (Bajaj Make)- 2 Nos.**
- Providing lighting reflectors in ceiling to provide variable light intensity (zero lux to 50000 lux) with timer (4 Nos.)
- **Sufficient electric point using standard make material (Anchor make).**
- Ceiling of existing windows (1 Nos.)

*\*Warranty of the components fitted need to taken care*

2. The **NAIP DSS C 2046** Project in **Sirsa, Haryana** state is being implemented by CICR (ICAR), Nagpur which is an autonomous society registered under the Societies Registration Act.
3. To assist you in the preparation of your quotation, we are enclosing the following:
  - ✓ Structural and Technical Details (as under description of work);
  - ✓ Detailed Bill of quantities,
  - ✓ Instructions to Bidders (in two sections).
  - ✓ Draft Contract Agreement format which will be used for finalizing the agreement for this contract.
4. You are requested to provide your offer latest **by 15-2-2010**
5. Quotations will be evaluated on the basis of competitive rates in the office of Head, CICR, Sirsa by the designated committee.
6. We look forward to receiving your quotations and thank you for your interest in this project.
7. Breakage and losses during the transit will have to be borne by the suppliers and charges on such account will be deducted proportionately.
8. F.O.R. destination will be at our office.
9. Materials will be accepted only after given satisfactory demonstration.
10. No forms will be prepared in lieu of any tax

**Head, CICR, Regional Station, Sirsa**

## Instruction to Bidders

### SECTION- A

#### 1. Scope of Works

The CICR (ICAR) Sirsa invites quotations for works as detailed in the table given below

**Insectary module with below material: \***

- **One split AC and One window AC (LG Make)**
- One humidifier with humidity controller- 1Nos.
- **Heat convector with Remote (Baja Make)-2 Nos.**
- Providing lighting reflectors in ceiling to provide variable light intensity (zero lux to 50000 lux) with timer - 4 Nos.
- **Sufficient electric point using standard make material (Anchor make).**
- Ceiling of existing windows- 1 Nos.

*\*Warranty of the components fitted need to taken care*

The successful bidder will be expected to complete the works by the intended completion date specified in quotation i.e before 5-3-2010.

#### 2. Qualification of the Bidder: The bidder shall provided qualification information which shall include:-

- a) Total monetary value of construction works performed for each year of the last 3 years:
- b) Income tax clearance certificate from the concerned IT circle/PAN card
- c) Report on his financial standing; and
- d) Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned and disputed amount in each case.

#### 3. To qualify for award of the contract the bidder:-

- a) Should have satisfactorily completed as a prime contractor at least one similar work of value not less than Rs. 500,000 in the last three years;
- b) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- c) The rates quoted by bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) The rates should be quoted in Indian Rupees only.

#### 4. Submission of Quotations latest **by 15-2-2010**

**5.1** The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the quotation.

**5.2** Each bidder shall submit only one quotation.

**5.3** The bidder shall seal the quotation in an envelope addressed to the **Head, CICR, Regional Station, Sirsa-125055, Haryana.**

The envelope will also bear the following identification: -

- ✓ Quotation for **Insectary** Module (Name of the Contract)
- ✓ Do not open before 15-2-2010 at 4 PM (time and date of quotation opening).

**5.5** Quotations must be received in the office of **Head, CICR, Regional Station, Sirsa-125055, Haryana** before the time and date given in the letter of invitation. If the specified date is declared a holiday, quotations shall be received upto the appointed time on the next working day.

**5.6** Any quotation receive by the **Head, CICR, Regional Station, Sirsa-125055, Haryana** after the deadline for submission of quotations will be rejected and returned unopened to the bidder.

## **6. Validity of Quotation**

Quotation shall remain valid for a period not less than 45 days after the deadline date specified for submission.

## **7. Opening of Quotations**

Quotations will be opened by designated committee at the office of the *CICR, Sirsa..*

**11.** Information relating to evaluation of quotations and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

## **12. Evaluation of Quotations**

The Employer will evaluated and compare the quotations determined to be substantially responsive i. e. which:

- a) Meet the qualification criteria specified above:
- b) Are properly signed; and
- c) Conform to the terms and conditions, specifications and drawings without material deviations.

## **10. Award of Contract**

The Employer will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.

**10.1** Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

**10.2** The bidder whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period.

## **12. Period of Maintenance:**

The "Period of Maintenance" for the work is six months from the date of taking over possession or one full monsoon season whichever occurs later. During the period of maintenance, the contractor will be responsible for rectifying any defects in construction free of cost to the Employer.

**13.** Use of ISI certification marked/required make materials shall be the responsibility of the contractor.

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**Draft Agreement form for  
Construction through National Shopping**

**ARTICLES OF AGREEMENT**

This deed of agreement is made in the form of agreement on -----day  
..... Month .....2010 between the .....(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 execute the work of construction of ..... (hereinafter referred to as  
works) on the following terms and conditions.

**2. Cost of the Contract**

The total cost of the works (hereinafter referred as the “total cost”) is Rs 1.20 lac.

**3. Payment under its contract:**

Payment to the second party for the construction work will be released by the first party in the following manner:-

The payment would be made only after satisfactory completion of the work certified duly by the competent authority.

**4. Completion time**

The works should be completed in 20 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 the 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 party thereof by the agreed period.

**b)** The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.

**c)** Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and form information provided to second party or from visual inspection of the site.

**d)** Payment due to the second party are delayed without reason.

**e)** Certification for stage completion of the work is delayed unreasonably.

6. Any full delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay liquidated damages. @ Rs. 100/-\* per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 2 % of the contract amount.

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

## **8. Duties and responsibilities of the first party**

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

## **9. Duties and responsibilities of the second party**

### **9.1** The second party shall:

- a) Take up the works and arrange for its completion within the time period stipulated.
- b) Employ suitable skilled persons to carry out the works;
- c) Regularly supervise and monitor the progress of work;
- d) Abide by the technical suggestions/ direction of supervisory personnel including engineers etc. regarding building construction;
- e) Be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification;
- f) Ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation;
- g) Keep the first party informed about the progress of work;
- h) Be responsible for all security and watch and ward arrangement at site till handing over of the building to the first party; and
- i) Maintain necessary insurance against loss of material/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims.
- j) Pay all duties, taxes and other levies payable by construction agencies as per law under contract (first party will effect deduction from running bills in respect of such taxes as may be imposed under the law.)

## **11. Termination**

- 12.1** The employer may terminate the contract if the other party causes a fundamental breach of the contract.
- 12.2** Fundamental breaches of contract include, but shall not be limited to the following:
  - a) The contractor stops work for 28 days and the stoppage has not been authorized by the engineer;
  - b) The contractor has become bankrupt or goes onto liquidation other than for a reconstruction or amalgamation;

- c) The Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d) The Contractor does not maintain a security which is required;

**12.3** Notwithstanding the above, the Employer may terminate the Contract for convenience.

**12.4** If the Contract is terminated the Contractor shall immediately, make the site safe and secure and leave the site as soon as possible.

**13 Payment upon Termination**

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

**13.2** If the contract is terminated at the employer's convenience, the engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of equipment, repatriation of the contractor's personnel employed solely on the works, and contractor's costs of protecting and securing the works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to deducted at sources as per applicable law.

**14. 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.

In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Superintending Engineer, PWD to be appointed by first party. The arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

We agree to execute the works in accordance with the approved drawings and technical specifications at.....Percentage above/below the estimated rates, i.e., for a total contract price of Rs.....

**Signature of contractor**