



खरपतवार विज्ञान अनुसंधान निदेशालय
(भारतीय कृषि अनुसंधान परिषद्)
Directorate of Weed Science Research
(Indian Council of Agricultural Research)
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F.No. : 13-135/Works/2007-08/

Dt. : / /2009

Tender Form for Hiring of JCB Machine and Empty Dumper

To,

Dear Sir(s),

Sealed tenders are invited by Director, DIRECTORATE OF WEED SCIENCE RESEARCH, Jabalpur on behalf of the Secretary, ICAR, New Delhi for the following work as indicated below :

Sl. No.	Name of work	Quantity	Required E.M.D. Rs.
1)	Hiring of JCB Machine (with diesel & all maintenance) latest model 3 DX and Hiring of Empty Dumper (with diesel & all maintenance) (each dumper 300 cu. ft. capacity)	One Job	10,000/-

The following conditions essentially required for hiring of JCB Machine and empty dumpers.

1. Copy of Registration certificates with latest tax receipt & fitness certificates.
2. Copy of insurance certificate
3. Clearance Certificates from financier (Loan Certificate)
4. Experience in any Central Govt. Organization more than one year.
5. Contractor should be registered in P.W.D./C.P.W.D.
6. Certificate of Tin No.
7. Tender will be accepted from that firm/contractor/authorized dealer only who are owner of JCB Machine and empty dumpers.
8. Bank Solvency Rs. 1 lakh which will not be older than one year.
9. Income Tax Returns (Latest).

NOTE : Details are available on DWSR Web Site www.nrcws.org

Note :-

- (1) The original copy of the tender is to be enclosed in double cover & the inner cover should be also wax sealed. The outer cover should be mentioned that there is tender within. Right is reserved with the Director, DWSR, Jabalpur to reject all or any tender without assigning any reason and to have negotiation with the tenderers who wish to enter into negotiation proceedings (with the lowest tenderer as per rules). All tenders should be sent by registered/speed post only. Tenders to be hand delivered should be put in the Tender Box at this Directorate not later than 2.30 PM on 04/01/2010. Tenders received without E.M.D. amount will not be accepted.

- (2) The tenderer is being permitted to tender the consideration of the stipulations of his part that after submitting his tender, he will not resile from his offer or modify the terms & conditions thereof. In case, the tenderer fails to observe and comply with the foregoing stipulations there tender will be out rightly rejected without assigning any reason. (A) The tender form should accompany with E.M.D. as mentioned against each item/work. The E.M.D. in the form of DD/Pay Order drawn in favour of the "ICAR UNIT – DWSR, JABALPUR". (B) The successful tenderer will be required to deposit 10% Security deposit in the form of DD/Pay Order/FDR of total value of the item/work as soon as desired by this Directorate i.e. before placing firm order, which will be refunded on successful completion of work. (C) In the event of the offer made by the tenderer not being accepted, the amount of E.M.D. deposited by the tenderer will be refunded to him after his applies for the same in the manner prescribed by the Council/Directorate.

TERMS & CONDITIONS:

1. The conditions of the contract will govern any contract made are those contained in the general conditions of contract applicable to the contracts issued by the ICAR, and by the Research Institutes of the Council and the special terms and conditions detailed in the quotation/tender forms and its schedules. Please submit your tender/quotation, if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.
2. The contractor/tenderer is being permitted to quotation/tender for consideration of the stipulations of his part that after submitting his quotation/tender, he will not resile from his offer or modify the terms and conditions thereof.
3. The quotation/tender is liable to be ignored if complete information as required is not given therein or if he is particularly asked for in the schedules to the quotation/tender or other documents connected with the contract/tender may specify whether he signs it in the capacity of (i) a sole proprietor (ii) a partner of the firm, if it be a partnership whether by virtue of the partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney, or (iii) constituted attorney of the firm if it is a company.
4. The Council/ Directorate does not pledge itself to accept the lowest or any quotation/tender and also reserves itself the right of accepting the whole or any part of the quotation/tender or portion of the quotation/tender.
5. Acceptance by the Council/ Directorate will be communicated by telegram/letter or any other form of communication. Formal letter of acceptance of the tender will be forwarded as soon as possible. But the earlier instruction in the telegram/letter etc. should be acted upon immediately.
6. In case of any disputes arising in respect of the said quotation/tender the dispute will be solved through arbitration and the contractor/tenderers will have to abide by the decision of the arbitrator. The arbitrator will be appointed by the Director General, ICAR. Further, the contractor/tenderers will have to submit an undertaking to the effect that they shall agree to the settlements of disputes through such arbitration and they bind themselves/ themselves to go by the decision of the arbitrator.
7. The selected agency shall start the work within the period specified in the work order and no extension of time limit to this effect will be allowed. However, in case of the circumstances beyond the control of contractor, his request for the extension of time can be considered in case the competent authority to grant such extension, viz. Director, DIRECTORATE OF WEED SCIENCE RESEARCH, is satisfied with circumstance explained 'by the contractor in his application. The extension, if at all necessity arises will be allowed only once and that too at the discretion of the Competent Authority.

8. The Agency/Contractor shall submit his bills in triplicate after making them duly pre-receipted for the material supplied and the Council/Directorate shall make payment by means of crossed cheque drawn in favor of the Agency/Contractor.
9. The Agency/Contractor shall work according to the programme of work as approved by the Engineer-in-charge, for which purpose, the contractor shall submit a tentative programme of the work within 15 days from the stipulated date of start of the work.
10. If as per municipal rules the huts for labour are not to be erected at the site of work by the contractors, the contractors shall provide such accommodation at such locations as are acceptable to local bodies, for which nothing shall be payable.
11. Samples for particular items of work shall be prepared, for prior approval of the Engineer-in-charge before taking up the same on mass scale and nothing shall be payable on this account.
12. If ISI marked products are available, the contractor shall use only ISI marked products. In other cases, the materials shall conform to CPWD specifications. In case a materials/product is neither covered by ISI nor by CPWD specification, the work shall be carried out as per sound engineering practice, in which case the decisions of the Engineer-in-charge shall be final & binding.
13. Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restriction / instructions and nothing extra shall be payable on this account.
14. Unless otherwise specified all materials (e.g. stone and other materials) obtained in the work of dismantling, excavation etc. shall be considered Government's property and shall be neatly stacked at site & in the manner as decide by the Engineer-in-charge.
15. The contractor shall make his own arrangements for obtaining electric connections, if required, and make necessary payments directly to the department concerned.
16. Other agencies may also be executing simultaneously on some other related works such as electrical cable laying, street lighting and horticulture works for the same project. The contractor shall extend necessary co-operation to them without any claim on this account.
17. Any cement slurry added over base surface for bond or for continuation of concreting, its cost shall be deemed to have been included in the respective items, unless specified otherwise and nothing extra shall be payable nor extra cement shall be considered in the cement consumption on this account.
18. Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Engineer-in-Charge. Double handling of materials or excavated earth if required shall have to be done by the contractor at his own cost.
19. No claim for idle establishment & labour, machinery & equipments, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
20. Nothing extra shall be payable for using combination of marble, granite, kota, sand stone slabs & ceramic tiles etc. in the required pattern at various locations.
21. Nothing extra will be paid for the additional thickness of bed mortar that will be required to achieve uniform finished surfaces on account of difference in specified thickness of marble, granite, kota stone, sand stone & ceramic tiles etc.

22. Flooring in toilets, verandah, kitchen, courtyard etc. shall be laid to the required slope/gradient as per the directions of the Engineer-in-Charge.
23. The pattern, spacing and locations of joints shall be as per drawings and direction of the Engineer-in-Charge.
24. The contractor shall submit to the Engineer-in-charge, samples of all materials for approval and no work shall commence before such samples are approved. Samples of unanodised as well as anodised and electro-coloured aluminium sections, neoprene gaskets, thermal barrier sections, glass, screws, hardware and any other material components requiring approval of samples, in opinion of Engineer-in-charge shall be submitted for approval. The above samples will be retained as standards of materials and workmanship.
25. Aluminium sections to be used for doors, windows, ventilators and fixed glazing etc. shall be manufactured by reputed companies & shall be appropriate to meet architectural designs of relevant components.
26. All joints shall be accurately fabricated and be hairline in appearance.
27. All doors, windows, ventilators and glazing etc. shall be completely leak proof against water and air with neoprene gaskets and silicon sealants to the best satisfaction of the Engineer-in-charge, for which no extra payment shall be made.
28. The frames shall be strictly as per Architectural drawings, the corners of the frame being fabricated to the true right angles. Both the fixed frames and openable shutter frames shall be fabricated out of sections, which have been cut to length, mitered and mechanically joined for satisfactory performance. All members shall be accurately machine milled and fitted to form hairline joints. The jointing accessories such as cleats, brackets, screws etc. shall be of such materials as not to cause any bimetallic action. Nothing extra shall be paid for jointing accessories.
29. Mitered joints of the doors, windows, ventilators shutters and frames shall be either corner crimped or fixed with self tapping stainless steel screws of approved make and quality with heavy duty extruded aluminium cleats and sealed with silicon sealant, for which nothing extra shall be paid.
30. Verticals of the frame shall be embedded in the floors, wherever required, upto 50 mm, by cutting and making good of the floor. Nothing extra shall be paid for the same.
31. (a) The screws used for fixing aluminium frames to masonry walls/RCC members and aluminium members to another aluminium members shall be Cadmium plated & of aluminium alloy or stainless steel of approved make and quality. Threads of machine screws used shall conform to requirement of I.S. 4218.

(b) The gap between frames and supports and any gap in the various sections shall be filled with approved silicon sealant to ensure complete water tightness. The sealant shall be such approved colour and composition that it would not stain the masonry/RCC work. It should not sag or flow and shall not set hard or dry out under any conditions of weather. The SILICON sealant shall be used as required and shall match the colour of the aluminium sections. Any excess sealant shall be removed/cleared. Nothing extra shall be paid for the above.
32. The brought terms specified in the press notification are also to be followed strictly by the tenderers.
33. Five years maintenance responsibility will be of the concerned firm.

All disputes will be subject to the Jabalpur jurisdiction.

SPECIAL CONDITIONS OF CONTRACT

1. General

The special conditions shall be read in conjunction with general conditions of contract and amendments/corrections thereto. If there are any provisions in these special conditions, which are at variance with the provision in the above-mentioned documents, the provisions in these special conditions shall take precedence.

2. Inspection of site and contract documents

- a) For the purpose of inspection of site and relevant documents, the contractor is required to contact Director/Estate Officer concerned who shall give reasonable facilities for inspection of the same. The contractor shall inspect and examine the site and its surroundings and shall satisfy himself as to the form and nature of the site, the quantities and nature of work, materials necessary for completion of the work, the means of access to the site, the accommodations he may require and in general shall himself obtain all necessary information as to the risks, contingencies and other circumstances which may influence or affect his work. No extra charges consequent on any misunderstanding or otherwise shall be allowed.
- b) Variation in quantities in respect of unit rated items will be governed by unit rates in the agreement. For any item of work not covered by the schedule of work clause 12 of PWD-8 shall apply.

3. Sufficiency of quotation/tender

The contractor shall be deemed to have satisfied himself before entering to the contract as to the correctness and sufficiency of his offer for the work and of the rates and prices quoted in the schedule of works and items/quantities or in bills of quantities. These rates and prices shall, except otherwise provided, cover all his obligations under the contract and all matter and things necessary for proper completion and maintenance of the work.

4. Stores & Material

All the stores and material required for the satisfactory completion of the work shall be arranged at work site by the Department from his own sources/open market. It should be clearly understood that no claim whatsoever shall be entertained by the department on this account, Lockable space for storing of material shall be provided. However safe custody will be the contractor's responsibility.

5. Co-ordination

Some time other works of installations etc. are carried out by other agencies; it should be the aim of different agencies that on their account the work of other agency/agencies is not delayed. Full co-operation and full co-ordination is to be extended during progress of work to all the agencies.

6. Terms of Payment

Payment will be made on satisfactory completion of the work awarded by this Directorate.

7. **Bye-laws Indemnity against Liabilities**

1. License fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof shall be borne by the contractor.
2. All liabilities/panel recoveries on matters arising out of tax/excise/levies such as incorrect deductions, discrepancies in the filling up returns, revised assessments by the concerned authorities etc. shall be borne by the contractor.
3. It is contractor's liability to follow all safety procedures in accordance with relevant I.S. amended upto date during execution of work at site.

8. **Change in Specifications**

1. The department reserves the right to make changes in the specifications of the work if in its opinion the same is found necessary. However such alterations shall be made after mutual discussion and agreement between the department and the contractor. Any price implication in this regard shall be mutually discussed and agreed upon, in terms of clause 12 of PWD-8.
2. Modifications or alterations by the contractor in the design/specifications of any equipment/material will not be permitted by the department as a matter of principle. However the same can be agreed by the department under the exceptional circumstances where
 - a) The same is necessitated due to non-availability of material/component of certain specification or make

OR

 - b) Such alterations constitute an improvement in the opinion of the contractor and department.
3. Prior written approval of the department is necessary before undertaking any alteration/modification in the specifications of the equipment's.
4. **Quotation on should be submitted on or before 04/01/2010 at 2.30 PM and by post up to 3.00 PM on same date.**

Please visit us at www.nrcws.org.

Yours faithfully,

Asstt. Admn. Officer

Hiring of JCB Machine (with diesel & all maintenance) latest model 3 DX and Hiring of empty dumper (each dumper 300 cu. ft. capacity) (with diesel & all maintenance)

1.	Name of the Firm/Contractor/Dealer/Agency	:	
2.	Full Postal Address with Post Box. No.	:	
3.	Telephone No. Mobile No.	:	
4.	Registration of Firm/Contractor/Dealer/Agency	:	
5.	PAN No. of Firm/Contractor/Dealer/Agency	:	
6.	Any other relevant information	:	
7.	JCB Machine Model No. Registration No.	:	1. 2. 3.
8.	Dumper Model No. Vehicle No.	:	1. 2. 3.
9.	Rate in per hrs. for <u>Hiring of JCB Machine (with diesel & all maintenance) latest model 3 DX</u>	:	
10.	Rate in per hrs. for <u>Hiring of empty Dumper (with diesel & all maintenance)</u>	:	
11.	Details of E.M.D. amount of Rs. 10,000/- through Demand Draft/Pay Order No. and date	:	

The above rate valid for one year w.e.f. issue of work Order

Date :-

Place :-

Authorized Signature