
 <p>भा.कृ.अनु.प. ICAR</p>	<p><b>भा.कृ.अनु.प. - खरपतवार अनुसंधान निदेशालय</b></p> <p>ICAR - Directorate of Weed Research</p> <p>महाराजपुर, अधारताल, जबलपुर - 482004, (म. प्र.), भारत</p> <p>Maharajpur, Adhartal, Jabalpur 482 004 (M.P.), INDIA</p>	 <p>खरपतवार अनुसंधान निदेशालय जबलपुर-४ (म.प्र.) D W R</p>
<p>EPABX : +91-761-2353101, 2353934</p> <p>Fax : 0761 - 2353129</p> <p>F.No. : 13-135/Works/2016-17</p>	<p>Gram : WEEDSCIENCE</p> <p>Email : dirdwsr@icar.org.in</p> <p>Dt. : 27-07-2016</p>	

## Tender Form for Hiring of JCB Machine and Empty Dumper

To,

### Part - A -

Dear Sir(s),

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

Sl No.	Particulars	Qty	Req. E.M.D Rs.
1.	Annual Rate contract for 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/-
	Note: After Rate contract the following works are to be carried out urgently and also required on need basis during the contract period.		

**Tenders will be accepted from those firms/contractors/authorized dealers only who are owners of JCB machine and dumper.**

### **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 Govt. Organization more than one year.
5. Contractor should be registered in P.W.D./C.P.W.D./State Govt./Other govt. Organizations.
6. Certificate of Tin No.
7. Tender will be accepted from registered firm/contractor only.
8. Bank Solvency of Rs. 1 lakh which should not be older than one year.
9. Income Tax Returns (Latest).

Contd. (2)

**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, DWR, 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 22/08/2016**. 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 in the form of DD/Pay Order drawn in favour of the "ICAR UNIT - DWR, JABALPUR".

(B) The successful tenderer will be required to deposit 10% Security deposit in the form of DD/Pay Order 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 receiving his application for the same in the manner prescribed format by the Council/Directorate.(Enclosed in tender document)

**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 quote/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 their selves/ themselves to go by the decision of the arbitrator.
8. 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 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.

9. The agency/Contractor shall submit his bills in triplicate after making them duly pre-receipted for the work and the Council/Directorate shall make payment by means of RTGS in favour of the Agency/Contractor all the necessary applicable deductions will be made at source before making final payment.
10. The Agency/Contractor shall work according to the programme of work as approved by the Department.
11. 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.
12. 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.
13. 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 Competent authority of DWR.
14. 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.
15. 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.
16. 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.
17. All disputes will be subjected 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**

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.

#### **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. Co-ordination**

Sometime 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.

**5. Terms of Payment**

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

**6. 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 1.5. amended upto date during execution of work at site.

**7. 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 work allotted of any 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 the same is necessitated due to non-availability of material/component of certain specification or make.
3. Prior written approval of the department is necessary before undertaking any alteration/modification in the specified work allotted.
4. **Quotation should be submitted on or before 22/08/2016 at 2.30 PM and by post up to 3.30 PM on same date.**

**Yours faithfully,**

**I/c Store & Purchase Section**

**SCHEDULE-I**

**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.	TIN/PAN No. Of Firm/Contractor/Dealer/Agency	
6.	Any other relevant information	
7.	JCB Machine Model No. Vehicle No.	
8.	Dumper Model No. Vehicle No.	
9.	Rate for Hiring of JCB Machine (with diesel & all maintenance) latest model 3 DX	@Rs. Per Hour
10.	Rate for Hiring of empty Dumper (with diesel & all maintenance) latest model 3 DX	@Rs. Per Hour
11.	Details of E.M.D. amount of Rs. <b>10,000/-</b> through Demand Draft/Pay Order No. and date	

The above rates valid for one year w.e.f. issue of work order

Date:

Place:

Authorized Signature

**EMD REFUND REQUEST FORM**  
**(To be printed on company/firm's letter head)**

From :

M/s

To,

The I/c S & P,  
Directorate of Weed Research,  
Maharajpur, Jabalpur – 482 004

Sub : Request for refund of EMD deposited for Tender no..... due on .....

Sir,

I/We request you that EMD deposited by me/us against the tender No.....  
due on ..... vide DD No.\_\_\_\_\_dt. \_\_\_\_\_ for Rs. ....../- for providing  
..... may kindly be refunded.

Yours faithfully,

(Signature & Seal)

For M/s

**PRE-RECEIPT**

Received Rs. ....../- (Rs. .......) from Director, DWR, Jabalpur towards  
refund of EMD deposited against ..... Tender No..... for  
annual job contract services.

Rs. 1/- Revenue Stamp
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Signature  
With affixing Rs. 1/- revenue stamp

\*Please note without revenue stamp EMD will not be refunded  
Signature of bidder with Seal