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ICAR RESEARCH COMPLEX FOR EASTERN REGION
(भारतीय कृषि अनुसंधान परिषद INDIAN COUNCIL OF AGRICULTURAL RESEARCH)

आई.सी.ए.आर. परिसर, पोस्ट – बिहार भेटनरी कॉलेज, पटना – 800014 (बिहार), भारत
ICAR Parisar, P/o - Bihar Veterinary Collage, Patna – 800 014 (Bihar), INDIA

फोन सं. Phone No. (0612) 2228805, **2228882*104**, फैक्स सं. Fax No.2223956, Web-site: www.icarrcer.in

F.No.IRCER/P&S-43/15-16/Hiring of Architect/

Dated: 16.02.2016

INVITATION FOR BIDS (IFB) - XVIII

INVITATION FOR BIDS AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING BIENNIAL RATE CONTRACT FOR HIRING OF SERVICES OF ARCHITECT/CIVIL ENGINEER FOR PREPARATION OF STRUCTURE DESIGN AND ESTIMATES OF CIVIL AND ELECTRICAL WORKS AT ICAR-RCER, Patna.

- A Cost of Tender Form **Rs.1000/- (Rupees One thousand only)**
- B Last date of receipt of Tenders in Office is **2.30 PM on 09.03.2016.**
- C Tenders (technical bids) to be opened at **3.00 PM on 09.03.2016.**
- D Tender to remain open for acceptance up to 180 days from the date of opening.
- E The Tender document is also available at our Web-site: **www.icarrcer.in**

NOTE:

1. The Director, ICAR-RCER, ICAR Parisar, P/O – BVCC, Patna, may at his/her discretion, extend this date by a fortnight and such extension shall be binding on Tenderers.
2. If the date up to which the Tenders is open for acceptance is declared to be a holiday the Tenders shall be deemed to remain open for acceptance till the next working day.

From: Director, ICAR Research Complex for Eastern Region, ICAR Parisar,
P.O.: Bihar Veterinary College, Patna – 800 014.

To,

M/s _____

Dear Sir(s),

Sealed tenders are hereby invited on behalf of the Director, ICAR-RCER, P/O – BVCC, Patna for Biennial **rate contract for Hiring of Architect/Civil Engineer for preparation of structure design and estimates of civil and electrical works at ICAR-RCER, Patna.** The terms and conditions of the contract which will govern any contract made are those contained in the General conditions of contract applicable to the contracts and the special terms and

conditions are detailed in the tender forms and its schedules. Please submit your rates in the tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.

2. An earnest money of **Rs.10,000/- (Rupees Ten thousand) only for the composite contract for IFB-XVIII** must be deposited in the form of Bank Guarantee (as per enclosed format) / demand draft / pay order payable to **“ICAR Unit: ICAR-RCER, Patna”**. The particulars of the earnest money deposited must also be superscribed on the top of the envelope by indicating the draft pay order number and date, failing which the tenders will not be opened. The tenders will not be considered if earnest money is not deposited with the tenders.
3. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not withdraw his offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulation, the aforesaid amount of EMD will be forfeited by the Institute. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the Institute.
4. The tender documents should be returned intact with tenderer’s signature on every page and any pages should not be detached. In the event of the space provided on the document form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the tenders form. If any modification of the schedule is considered necessary, it should be communicated by means of a separate letter along with the tenders. Overwriting/erasing in rates to be quoted by the tenderer will not be allowed otherwise the tenders may be rejected.
5. The tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is not fully filled in.
6. If tenderer does not accept the offer, after issue of letter of award by Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.
7. The original copy of the tenders is to be enclosed in double cover. The inner cover should be sealed. The outer cover should be superscribed **“BID FOR BIENNIAL RATE CONTRACT for Hiring of Architect/Civil Engineer for preparation of structure design and estimates of civil and electrical works at ICAR-RCER, Patna”** with address of this office and the tenderer shall place two envelopes clearly marked containing technical bid and financial bid separately in the main envelop. All Tenders should be sent by Registered Post. Tenders to be hand delivered should be put in the tenders box, which will be kept in the **Room No.104** Office of the ICAR-RCER, P/O – BVCC, Patna not later than **2.30 PM on 09.03.2016**.
9. The rates quoted by each firm for service contract in tenders be given both in words and figures failing which the same is liable to be rejected. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on tenderer's behalf should be indicated in the tenders. Name and address of permanent representative of the tenderer, if any, may also be indicated.

10. The Institute is **not bound to accept the lowest or any other tenders** and also reserve to itself the right of accepting the tenders in whole or in part. You are, however, at liberty to submit Tenders for the whole or any portion or to state in the tenders that the rates quoted shall apply only if the tenders are considered fully. Other conditional Tenders will not be accepted.
11. **An amount of Rs. 20,000/-(Rupees Twenty thousand) only as Security Deposit in shape of Bank Guarantee (as per enclosed format) for the composite contract for IFB-XVIII** is to be deposited by the selected agency/successful tenderer, only after receiving a communication from the Institute. In the event of non-deposition of the same, the earnest money will be forfeited. The security shall be refunded to the contractor after satisfactory completion of the contract or adjusted against any damages or loss of property etc.. No interest will be paid on the security money deposited with the Institute.
12. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.
13. Service tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and Institute will not entertain any claim whatsoever in this respect. However the service taxes or any other tax which is as per the rules of the Govt., shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.
14. Director of the Institute reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons, not mandatory to be communicated to the tenderer.
15. Decision of the Director of the Institute shall be final for any aspect of the contract and binding to all parties. Disputes arising, *if any*, on the contract, will be settled at his/her level by mutual consultation and in case of failure of settlement, the dispute shall be referred to the sole arbitrator to be appointed by the Director of the Institute. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.
16. Acceptance by the Institute will be communicated by FAX/Speed Post or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but whichever communication is received earlier by the Contractor, should be acted upon immediately.

17. The following documents are required to be enclosed with the tenders form which are the terms and conditions of the tender's document:-
- a) Bachelor in Civil Engineering/ Architect or equivalent from govt. recognized university.
 - b) Registration in the Council of Architecture/Engineering/other equivalent Govt. Agency.
 - c) The Firm, should have minimum **Experience of Ten years in the field of providing such services** in **Central Govt. establishments/Autonomous bodies of Govt. of India/ Corporations of Govt. of India/reputed public organizations.** *Bidder must provide the details in the enclosed tabular form.*
 - d) Income Tax Clearance certificate for the financial year 2014-15.
 - e) Successful Tenderer will have to enter into a detailed contract agreement with ICAR-RCER on non-judicial stamp paper of Rs.100/- (Rupees one hundred only) for the said work.

Only those firms will be considered for financial bid who will qualify in the technical bid.

Note: The technical bids and financial bids must be submitted separately in sealed envelopes and both put in a single envelop.

Yours faithfully,

For and on behalf of the Director
ICAR-RCER, P/O – BVCC, Patna

TENDERS FOR HIRING OF SERVICES OF ARCHITECT/CIVIL ENGINEER FOR PREPARATION OF STRUCTURE DESIGN AND ESTIMATES OF CIVIL and ELECTRICAL WORKS AT ICAR-RCER, Patna

Full Name & Address of the tenderer (in Addition to Post Box No., if any) (To be quoted in all communications to this office)	:	
Telephone No.	:	
Telegraphic Address/FAX/ Cellular No.	:	
E-Mail Address	:	

From:

To,

The Director,
ICAR-RCER,
ICAR Parisar, P/o – BVCC, Patna - 800 014

I/We have **read and understood** all the particulars regarding the general information and other terms and conditions of the **BIENNIAL RATE CONTRACT FOR HIRING OF SERVICES OF ARCHITECT/CIVIL ENGINEER FOR PREPARATION OF STRUCTURE DESIGN AND ESTIMATES OF CIVIL AND ELECTRICAL WORKS AT ICAR-RCER, Patna** for a period of **two years** at ICAR-RCER, Patna and **agree to provide the best services** as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in this Tender and I/We agree to hold this offer open till 180 days. The rates quoted will be valid for a period of **two years** in the event of award of the Contract, *as per the terms of the Contract*. I/We shall be bound by a communication of acceptance dispatched within the prescribed time.

1. That I am proprietor / Managing partner / Managing Director / Director / President of M/s _____ which is in the business of _____
2. I/We have **understood** these terms and conditions for the contract and shall **provide the best services**, strictly in accordance with these requirements.
3. The **following** Additional **pages** have been **added** to form a part of this tender, bearing Page Nos.:_____.
4. Every page so attached with this Tender bears my signature and the office seal.
5. Pay order/ DD No. _____ of Rs. _____ drawn in favour of 'ICAR Unit: ICAR-RCER, Patna' is enclosed as earnest money required.
6. That the firm/individual has **not been blacklisted** by any State or Central Ministry/Department or Government Organization.

Yours faithfully,

Dated: _____
 Witness _____
 Address _____
 Occupation _____
 Signature of witness to contractor's signature
 Address : _____
 Name & designation of witness:
 Address: _____

Signature & Seal of the Tenderer
 Telephone No. Office _____
 Res. _____
 Mobile _____

Sl. No.	Particulars to be filled in by the bidder/tenderer		
Part- I			
1.	Name of the Firm/Agency/Individual		
2.	Full address with Telephone No. and Post Box No., <i>if any</i>		
3.	Name and Full Address of your Bank		
	Name of the Bank Branch		
	Bank Account No.		
	IFSC Code		
4.	Your Permanent Account Number (PAN)		
	Income Tax No./Circle/Ward		
5.	Any other relevant information		
Part- II			
6.	Earnest Money Deposited		Yes/No
Part- III			
7.	Name and Address of the firm's representative and whether the firm would be present at the opening of the Tenders.		
8.	Name of the Permanent Representative to be visiting ICAR-RCER, Patna regarding the contract.		

Date : _____

Place: _____

AUTHORISED SIGNATORY

Please add supplementary pages to be numbered wherever needed by the Tenderer.

GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE CONTRACT FOR PROVIDING FOLLOWING SERVICES at ICAR-RCER, Patna:-

Scope of Work (under IFB-XVIII): -

1) The architect/civil engineer shall provide services in respect of the following works:-

- a. Site evaluation and analysis.
- b. Architectural work and site development
- c. Structural engineering work.
- d. Sanitary, plumbing, drainage, water supply and sewerage work.
- e. Electrical work.
- f. Landscape work.
- g. Interior designing.

2) Schedule of services:-

The architect/civil engineer shall after taking instructions from client, render the following services: "Visit the site of work and prepare preliminary and final estimate and submit to this office alongwith structural design/drawings as per our requirement within budgetary limit"

3) Mode of Payment:-

For each of the services in the scope of the architect shall be paid in the following stages consistent with the work done plus reimbursable expenses as agreed upon. Payments made to the architect are on account and shall be adjusted against the final fee payable.

Stage 1	On submitting of estimate and structural design/drawings as per the client satisfaction.	50 % of the total fees payable
Stage 2	After receipt of final approval of submitted estimated and design/drawings etc. by the Competent Authority	50 % of the total fees payable

TERMS & CONDITIONS:-

1. The Director, ICAR-RCER, Patna reserves the right to reject any or all quotations in whole or in part without assigning any reason therefor. The decision of Director, ICAR-RCER, Patna shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.
2. The agreement is terminable with one month notice on either side.
3. The architect/engineer is not allowed to sub-let the contract. In case of sub-letting the contract, the contract of architect/engineer will be terminated.

IFB-II (Field and Farm Services at ICAR-RCER, Patna)

4. The **rates to be quoted** should **include** cost of **each and every item** including all taxes (including Service Tax, Income Tax or any other applicable Taxes) etc. The Institute shall **not bear any extra charge** (over & above the amount payable on the basis of the quoted rates) on **any account** whatsoever i.e. EPF contribution, Uniform, Liveries, OTA etc.
5. Income Tax will be deducted from the payments due for the work done as per rule.

The Director of the Institute reserves the right to reject any or all Tenders in whole or in part without assigning any reasons therefor. The decision of Director of the Institute shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

Details of the Minimum 10 years experience/work done.

Sl. No.	Name of the Deptt./ Organization & Name of contact Person with Ph. No.	Period		Remarks
		From	To	

(Authorized Signatory)

FINANCIAL BID

(This financial bid to be enclosed in a separate envelop with seal)

Last date for receipt of Tender : **2.30 PM on 09.03.2016.**

Date of opening of Financial Bid : As per the intimation.

To

Director,
ICAR Research Complex for Eastern Region,
ICAR Parisar, P.O. Bihar Veterinary College,
Patna – 800 014.

Sir,

I/We wish to submit our Tenders for Biennial rate contract for hiring of services of architect/civil engineer for preparation of structure design and estimates of civil and electrical works at ICAR-RCER, Patna on the following rates:-

Sl. No.	Schedule & Services	Charges (% of estimated Cost)
1	Site selection, architectural design, preparation of drawing and estimate	
2	Supervision of work	
3	Measurement of work	

I/We agree to forfeiture of the earnest money, if I/we fail to comply with any of the terms and conditions in whole or in part laid down in the Tender form.

I/We have carefully read the terms and conditions of the Tender and are agreed to abide by these in letter and spirit.

Signature _____

Name & Address of the Firm _____

Telephone No. _____

Mobile No. _____

Name of Firm's Bank: _____

Name of Bank Branch: _____

Bank Account No.: _____

IFSC Code: _____

DRAFT SPECIMEN AGREEMENT

This agreement is made at ICAR-RCER, Patna on _____ day of _____ (month/year) between ICAR Research Complex for Eastern Region, ICAR Parisar, P.O. Bihar Veterinary College, Patna – 800014 (hereinafter called ICAR-RCER, Patna) through Director, which term shall include its successors, assignees etc. on the first part and _____ (name & address of the firm), _____ (hereinafter called the Firm) which term shall include its authorized representatives, successor, assignees etc. on the other part.

Whereas the **ICAR-RCER, Patna** has decided to assign the hiring of services of architect/civil engineer for preparation of structure design and estimates of civil and electrical works at ICAR-RCER, Patna of IFB-XVIII at ICAR-RCER, Patna to the Firm/Individual on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

1. This agreement shall come into force w.e.f. _____ (date) _____ and will remain in force for a period for **two years** but can be terminated by ICAR-RCER, Patna by giving one calendar month's notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, on mutually agreed terms.
1. The Director, ICAR-RCER, Patna reserves the right to reject any or all quotations in whole or in part without assigning any reason therefor. The decision of Director, ICAR-RCER, Patna shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.
2. The agreement is terminable with one month notice on either side.
3. The contractor shall not sublet the work without prior written permission of the Institute. In case the contractor intends to sublet the work to some sub-contractor, the contractor must furnish prior information to this effect, in its bid itself; in that case, the sub-contractor, too, must fulfill all the requirements to be fulfilled by the Contractor as per the terms and conditions of this contract.
4. The **rates to be quoted** should **include** cost of **each and every item** including all taxes (including Service Tax, Income Tax or any other applicable Taxes) etc. The Institute shall **not bear any extra charge** (over & above the amount payable on the basis of the quoted rates) on **any account** whatsoever i.e. EPF contribution, Uniform, Liveries, OTA etc.
5. Income Tax will be deducted from the payments due for the work done as per rule.
6. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the ICAR-RCER, Patna. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.
7. That in case the Firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the ICAR-RCER, Patna may cancel the contract.

8. The contract is subject to the conditions that the firm shall comply with all the laws and bye-laws of Central Govt. / State Govt. as applicable relating to this contract.
9. In case of any loss or damage to the property of the Institute, which is attributable to the firm/individual, the full damages will be recovered from the firm/individual.
10. The Firm/Individual shall not transfer its right or sub- contract to anyone else.
11. The Firm/individual shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligence and honesty.
12. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

The decision of Director, ICAR-RCER, Patna shall be final and binding on the contractor/agency in respect of any clause covered under the contract and any matter incidental to the contract.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

Signatory of the Firm

Director, ICAR-RCER, Patna

(Name & Address of the firm)

(For the Institute)

Contractor's Witnesses:

Institute's Witnesses:

1.

1.

2.

2.

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas M/s (hereinafter called the “tenderer”) has submitted their offer dated..... for the supply of (hereinafter called the “tender”) against the purchaser’s tender enquiry No.

KNOW ALL MEN by these presents that WE of having our registered office at are bound unto (hereinafter called the “Purchaser) in the sum offor which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 2016.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,
The Director,
ICAR-RCER, ICAR Parisar,
P/o – BVCC, Patna – 800 014 (BIHAR).

WHEREAS (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no..... dated to supply (description of services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch