



**CENTRAL SERICULTURAL RESEARCH & TRAINING INSTITUTE**  
**CENTRAL SILK BOARD, MINISTRY OF TEXTILES, GOVT. OF INDIA**  
**GALLANDER, PAMPORE – KASHMIR [192121]**

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**e- NIT NO: - 03 of 2022-23**

**DATED:- 07-11-2022**

For and on behalf of the Central Silk Board e-tenders (Two cover system) are invited from registered, reputed and resourceful Contractors/Firms registered with Govt. of Utrakhand/ Govt. of U.P./Central Govt. Organizations for the following work : -

S. No	Name of work	Adv. Cost (Rs. In lac)	Class of Contractor	Cost of Tender Document	Time of completion	Receiving /Opening Authority
	<p><b>A.</b> Providing and Fixing of RCC fencing poles not exceeding 2.3 mtr straight type with 6 hooks, 12 Nos stirrups, Top section of pole : 8 cms x 8 cms sq and Bottom section of pole : 10cms x 10 cm. Grade of concrete mix M-25 of IS:456 with 5 years warranty/guarantee at a pole to pole distance 3 mtr having total length of 3.00 kilometer approx. on RHS/LHS of NH-125 in Sitaraganj to Tanakpur sector at different stretches, every 8th fence posts along the straight fence line and every fence posts at the corner be fixed in the cement concrete of specified grade 1:3:6 (1cement, 3 coarse sand, 6 graded stone aggregate 20mm nominal size) including Mechanical carriage, Head load, loading &amp; unloading etc up to actual site of work complete job, besides fixing of fence poles firmly in the ground upto basal height of 1'6".</p>	<b>7,30,000.00</b>			45 days	
	<p><b>B.</b> Providing, stretching and Fixing of Barbed Wire Fencing in each hook (Type A ISI mark, Type of zinc coating as per IS : 4826) on RCC fence poles having total length of approx. 3.00 kilometer on RHS/LHS of NH-125 in Sitaraganj to Tanakpur sector at different stretches.</p>	<b>5,50,000.00</b>	<b>A,B,C,D</b>	<b>Rs. 500/-</b>	45 days	<b>Tender opening committee</b>
	<p><b>C.</b> Pit Making and transplanting of 5000 saplings in a pit of size of 60cmx60cmx60cm, at the identified NH stretches on RHS/LHS of NH-125 in Sitaraganj to Tanakpur at different stretches different stretches including carriage and lifting of plants from nearby spot, head load carriage including loading &amp; unloading, application of fully dried FYM (@ 5 kg/pit) and irrigation (5 litre/pit/plant) at the time of plantation up to site of work with all operation complete of all sites as per scope of work.</p>	<b>2,40,000.00</b>			60 days	
	<p><b>Geo-reference of site</b> <b>RHS</b> Latitude Longitude <b>LHS</b> Latitude 28.93095 to 28.95409 Longitude 79.9899472 to 79.9862222</p>					

## **Work Specification:**

- 1. Providing and Fixing of RCC fencing poles:** Square RCC fencing poles of 2.3 mtr straight type with 6 hooks, 12 Nos stirrups, Top section of pole : 8 cms x 8 cms square and Bottom section of pole : 10cms x 10 cm square. Grade of concrete mix M-25 of IS:456 with 5 years warranty/ guarantee at a pole to pole distance 3 mtr and 4 strands of Galvanized Iron Wire . Every fence posts at the corner be fixed in the cement concrete block of size 1'6" x 1' x 1' in ratio 1 cement: 3 sand: 6 stone aggregate of specified grade, Including digging of 1'6" x 1'6" pit, fixing of fence posts firmly in the ground upto basal height of 1'6", stretching and fixing of barbed wire in hooks. strictly under the technical guidance of CSR&TI, CSB Pampore/R.S.R.S. Sahaspur, Dehradun.
- 2. Providing and Fixing of Barbed Wire Fencing :** (Type A , ISI mark as per IS 278 , Type of zinc coating : Hot dip galvanized light coating confirming to IS : 4826. Size designation as per ISS -1-6 or higher). Packed in hasan cloth including stretching and fixing of barbed wire in each hook of the pole. strictly under the technical guidance of CSR&TI, CSB Pampore/R.S.R.S. Sahaspur, Dehradun.
- 3. Plantation:** Planting of saplings in pits of size 60cmx60cmx60cm at the identified NH stretches on RHS/LHS of NH-125 in Sitarganj-Tanakpur sector at different stretches. Including carriage of lifting of plants from nearby spot, head load carriage including loading & unloading, application of fully dried FYM (@ 5 kg/pit) and irrigation (5 litre/pit/plant) at the time of plantation up to site of work with all operation complete at all sites Includes site clearance, digging of pits including excavation of soil and planting of sapling in the pits refilling with clean surface soil after planting. Along with provision for water harvesting structure strictly under the technical guidance of CSR&TI, CSB Pampore. **Plants/Sapling will be provided departmentally.**

The e-NIT Consisting of qualifying information, eligibility criteria, scope of work, Bills of Quantities, (B.O.Q), Terms & Conditions of contract and other details can be seen/downloaded from the website:-[www.etenders.gov.in](http://www.etenders.gov.in).

Publishing Date:	09.11.2022 from 04.00 PM
Download Start Date:	09.11.2022 from 05:00 PM
Bid submission Start Date:	09.11.2022 from 06:00 PM
Pre-bid consultation & Venue:	10.11.2022 Working hours Office of the Incharge, Regional Sericultural Research Station, Sahaspur, Dehradun, Uttrakhand
Bid submission End Date:	29.11.2022 Up to 04.00 PM
Date of Opening of Technical Bid through online:	30.11.2022 at 11:30 AM in the office of the office of Director, Central Sericultural Research & Training Institute, Pampore, Kashmir.
Date of Opening of Financial Bid through online:	To be opened (Online) after technical evaluation is Completed. Date will be notified separately.

## **TERMS & CONDITIONS**

1. The bids shall be deposited in electronic format on the website: <https://etenders.gov.in>.
2. Bids uploaded must accompany receipt of cost of tender document for the amount shown against the work above to be deposited in **Central Bank of India, Branch Karan Nagar, Srinagr under Account No. 3059546074 of CSR&TI Pampore** and Bid Security in the shape of CDR or DD in declaration form duly filled in and addressed to Director, CSR&TI, Pampore.
3. The bids for the work shall remain valid for a period of 45 days of work (A) & (B) and 60 days for work (C) from the date of opening of bids.

The bidders have to submit their Technical & Financial bids online in electronic format with digital signature. No Technical or financial bid will be accepted in physical/hard form. Bids will be opened online as per time schedule mentioned above.

5. Bidders must ensure to upload scanned copies of all necessary documents i.e BSD Form, Valid Registration Card issued by PWD/CPWD/Forest Dept. duly renewed for the current year 2022-23, PAN, Valid GST Registration, Valid Labour Registration Certificate, Govt. Treasury receipt (Cost of Tender Document).
6. As per rule 171 of GFR-2017, Performance Security shall have to be deposited by successful bidder to the order of 3% of the value of contract and if there are compelling circumstances, performance security in excess of three percent may also be demanded.
7. In case the cost of lower bidder is found below the advertised amount, the bidder has to deposit an additional security performance in the shape of CDR before issuance of award of contract to the tune as per the below details.
  - i. Up to 10% below rate over advertised cost= Nil.
  - ii. 10% to 20% below rate over advertised cost= 3% of advertised cost in shape of CDR.
  - iii. 20% to 30% below rate over advertised cost= 5% of advertised cost in shape of CDR.
  - iv. Above 30% below rate over advertised cost= 5% of advertised cost in shape of CDR and 5% in shape of bank guarantee of advertised cost.
8. The Department will not be responsible for any delay in online submission of the bid due to any reason (technical or otherwise).
9. The Department shall not be held responsible for selection criteria/policy matter being adopted by the Directorate of Information regarding publishing the NIT, in any of the newspaper under circulation.
10. The Tender Accepting Authority reserves the right to reject any or all the tenders without assigning any reason thereof.
11. All other terms and conditions shall remain same as per PWD form 25 (double leaf) and as per the Detailed Tender document.

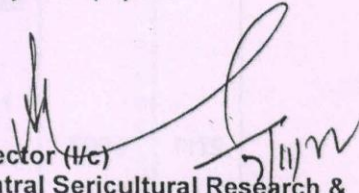
Director (I/c)  
Central Sericultural Research &  
Training Institute, Pampore

No:CSB/CSR&TI/NH/PROJECT/2022-23/ 2947

Dated:07.11.2022

Copy submitted to the :-

- (i) Member Secretary, Central Silk Board, Ministry of Textiles, Govt of India , Bangalore for favour of information, please.
- (ii) Director, Information Department Uttarakhand for favour of information and necessary action. The above notice may kindly be got published in two leading daily newspapers.

  
Director (I/c)  
Central Sericultural Research &  
Training Institute, Pampore

OFFICE OF THE DIRECTOR, CENTRAL SERICULTURAL RESEARCH & TRAINING INSTITUTE, PAMPORE

e-NIT NO:- 03 of 2022-23

Dated:- 07-11-2022

Name of Work:-Providing & Fixing of Barbed Wire Fencing with RCC Fencing Poles in Cement Concrete Blocks and Construction of Soil Conservation Works (DRSM Works) in NHAI-125, at 3.00 kms stretch on Sitaraganj to Tanakpur sector on the sides of carriageways . Year 2022-23

Advertised Cost :- 15.20 lacs

S. No.		Nett. Qty.	Unit	Rate to be Quoted by the Contractor	Amount
1	Providing and Fixing of RCC fencing poles not exceeding 2.3 mtr straight type with 6 hooks, 12 Nos stirrups, Top section of pole : 8 cms x 8 cms sq and Bottom section of pole : 10cms x 10 cm. Grade of concrete mix M-25 of IS:456 with 5 years warranty/guarantee at a pole to pole distance 3 mtr having total length of 3.00 kilometer approx. on RHS/LHS of NH-125 in Sitaraganj to Tanakpur sector at different stretches, every 8th fence posts along the straight fence line and every fence posts at the corner be fixed in the cement concrete of specified grade 1:3:6 (1cement, 3 coarse sand, 6 graded stone aggregate 20mm nominal size) including Mechanical carriage, Head load, loading & unloading etc up to actual site of work complete job, besides fixing of fence poles firmly in the ground upto basal height of 1'6".	2012	Nos		
2	Providing, stretching and Fixing of Barbed Wire Fencing in each hook (Type A ISI mark, Type of zinc coating as per IS : 4826) on RCC fence poles having total length of approx. 3.00 kilometer on RHS/LHS of NH-125 in Sitaraganj to Tanakpur sector at different stretches.	6036	KG		
3	Pit Making and transplanting of 5000 saplings in a pit of size of 60cmx60cmx60cm, at the identified NH stretches on RHS/LHS of NH-125 in Sitaraganj to Tanakpur at different stretches different stretches including carriage and lifting of plants from nearby spot, head load carriage including loading & unloading, application of fully dried FYM (@ 5 kg/pit) and irrigation (5 litre/pit/plant) at the time of plantation up to site of work with all operation complete of all sites as per scope of work.	5000	PITS		

Director (I/e)  
Central Sericultural Research &  
Training Institute, Pampore  
Kashmir



**GOVERNMENT OF INDIA**  
**CENTRAL SERICULTURAL RESEARCH & TRAINING INSTITUTE,**  
**PAMPORE - KASHMIR**  
**CENTRAL SILK BOARD, MINISTRY OF TEXTILES**

**DETAILED TENDER DOCUMENT**

*FOR*

**2022-23**

**Providing & fixing of Barbed-wire fencing with Sq.  
RCC fence posts  
And carrying out afforestation by planting of  
Polybag raised saplings/p.....  
lants etc**

# GENERAL CONDITIONS OF CONTRACT

## **1. INTRODUCTION**

Central Sericultural Research & Training Institute, Central Silk Board, Govt. of India, Pampore, invites e-tenders from the eligible contractors for carry out mulberry plantations in the designated sites/carriageways of National Highway Authority of India (NHAI) for green cover and generating livelihood opportunities by means of silkworm rearing. Plan of work broadly include leveling of land in planting area, erecting of RCC fencing poles, barbed wire fencing, making of pits, filling of pits with FYM etc and transplantations of mulberry saplings under the technical supervision/guidance of officer/official of Regional Sericultural Research Station, Central Silk Board, Govt. of India, Sahaspur, Dehradun in stipulated time.

## **2. DEFINITIONS**

In the General Conditions of Contract and Special Conditions of the Contract, the following terms shall have the meanings assigned here under except where the context otherwise requires:

- I. **“DEPARTMENT”** shall mean the Central Silk Board, Ministry of Textiles, Govt. of India represented by Central Sericultural Research & Training Institute, Galander, Pampore District Pulwama (J&K)
- II. **“MEMBER SECRETARY, CENTRAL SILK BOARD, BANGALORE”** shall mean the overall head of Department.
- III. **“Nodal Officer or Director in charge, CSR&TI, PAMPORE”** shall mean the head of Department and responsible for general superintendence of contract.
- IV. **“Scientist or technical person”** shall mean the Scientists/officers /technical officials authorized by Department to act for the purpose of operating the contract.
- V. **“CONTRACTOR”** shall mean the person or firm, company etc which enters into the contract with the Department and shall include legal representatives of such individual or persons comprising such firm or company or successors of such firm or company as the case may be and permitted assigns of such individual, or firm or company.
- VI. **“TENDERER”** shall mean the person/ the firm or company who tenders for the work with a view to execute the works on contract with the Department and shall include their personal representatives, successors and permitted assigns.
- VII. **“CONTRACT”** shall mean and include the Agreement, Award of Contract or Letter of intent, the accepted Statement of advertised Quantities and Rates, the General Conditions of Contract, Special Conditions of Contract, Appendix to Tender, Form of Bid, and Instructions to the Tenderers, Drawings, Specifications and other Tender Documents.
- VIII. **“TENDER or BID”** shall mean the offer (Technical and/or Financial) made by individual, firm and Company for the execution of the works.
- IX. **“WORKS”** shall mean the works contemplated in scope of work and schedules set forth in the tender forms and required to be executed according to specifications.
- X. **“SPECIFICATIONS”** shall mean the specifications for materials and works or as amplified, added to or super ceded by specifications appended to the tender forms.

- XI. **"DRAWINGS"** shall mean the Drawings annexed to the Contract or referred in it and shall include any modifications of such Drawings and further Drawings as may be issued or approved by the Central Sericultural Research & Training Institute, Central Silk Board, Govt. of India, Pampore
- XII. **"STATEMENT OF ADVERTISED QUANTITIES /"SCHEDULE OF RATES"** shall mean the list of items of work, their quantities and rates as accepted and forming part of contract agreement.
- XIII. **"APPROVAL OR APPROVED"** means approval in writing including subsequent written confirmation of previous verbal approval.
- XIV. **"SITE"** shall mean the land and or other place on, under, in or through which the works are to be executed under the contract including any other lands or places which may be allotted by the Department or used for the purpose of contract.
- XV. **"TEMPORARY WORKS"** shall mean all temporary works of every kind required for the execution, completion and/or maintenance of the works.
- XVI. **"COMPLETION"** shall mean when the works specified in the contract are completed in all respects. It shall also mean removal of tools, surplus material, rubbish etc and cleaning of the work site from debris, and making it fit for being taken over by the Department.
- XVII. **HEADINGS & MARGINAL HEADINGS:-** The top headings and marginal headings/notes in the tender or Contract documents are solely for the purpose of facilitating reference and shall not be deemed to be part thereof and shall not be taken into consideration in the interpretation or consideration thereof.
- XVIII. **COMMENCEMENT DATE:** - The date of commencement shall be the seven days after date of issue of Letter of Intent or allotment whichever is earlier.
- XIX. **TIME FOR COMPLETION:** - Means the time for completing the work or a section with any extension calculated from commencement date.

### **3. ELIGIBILITY CRITERIA**

The bidder must be **registered in appropriate class of works with Government organization** like CPWD/ PWD/J & K Forest Department/ MES or PSUs or those having experience in similar nature of works awarded by Government/Semi-Government Organizations/ Government Funded Autonomous Organization.

The bidder must have **valid GST registration certificate, Valid Labour Registration Certificate** and **Permanent Account Number of income tax**. The **validity of the registrations and licenses** should be valid as on the date of tender submission.

The **cost of Tender document** in the shape of CHEQUE/DEMAND DRAFT/NEFT has to be deposited/transfer in OFFICE ACCOUNT NO. 3059546074 must be uploaded with the bid.

**Bid Security** in the form of **Bid Security Declaration Form** must be filled in, signed and submitted with the Bid. The period of disqualification prescribed is two years for breach of any Bid obligations.

The Bidder shall upload scanned copies of Mode of payment, Bid Security Declaration Form, Affidavit cum Undertaking, Valid Registration Certificate, GST, PAN, with documentary evidences and other requisite documents as required.

In case the cost of lower bidder is found below the advertised amount, the bidder has to deposit an additional security performance in the shape of CDR before issuance of award of contract to the tune as per the below details.

- v. Up to 10% below rate over advertised cost= Nil.
- vi. 10% to 20% below rate over advertised cost= 3% of advertised cost in shape of CDR.
- vii. 20% to 30% below rate over advertised cost= 5% of advertised cost in shape of CDR.
- viii. Above 30% below rate over advertised cost= 5% of advertised cost in shape of CDR and 5% in shape of bank guarantee of advertised cost.

**Working Bid Capacity:** The Working Bid Capacity of the Bidder should be equal to or more than the estimated cost of the work put to tender. The Working Bid Capacity shall be calculated by the following formula:

**Working Bid Capacity =  $[AxNx2] - B$**

Where

**A**=Max value of civil/forestry work executed in any one year during the last five years. (Enclose work completion certificate issued by the competent authority) (Note: In case the bidder is newly registered and applying first time, the value of "A" shall be present bid value for which bidder is submitting his bid).

**N**= No. of years prescribed for completion of work for which bids have been invited.

(Period upto 6 months to be taken as ½ and more than 6 months as 1 in a year)

**B**= Value of existing commitments and ongoing works to be completed (for all the clients of Bidder) during the period of completion of work for which bids have been invited

In case the Working Bid Capacity of the Bidder is lesser than the estimated cost of the work put to tender, his bid shall be cancelled and such a bid shall not be considered for opening of Financial Bid/tender opening even if he has been determined eligible in other eligibility criteria/ /tender requirements.

#### **4. FINANCIAL BID**

The price bid should be absolute and unconditional. Conditional bids shall be rejected. The price bid shall be opened only in favour of bidders who qualify in the technical bid. Rate is required to be quoted strictly as per prescribed BOQ (Bill of Quantities). Rates, if any, in addition to those required, shall render the offer ambiguous and void. Rates if quoted against one item only shall also render the offer ambiguous and void. Price bids not conforming to above standards or suffering from any flaw shall be rejected.

#### **5. BID OPENING**

The Technical bid shall be opened through online mode on the specified dates and specified location as mentioned in e-NIT and in case of a public holiday on the dates of opening of these bids, the same shall be opened on the next working day at same venue and time.

The Financial bid of only those bidders shall be opened whose technical bids are found responsive/technically qualified. The Financial bids shall be opened through online as per notified date.

#### **6. RIGHT TO ACCEPT ANY TENDER OR REJECT ALL TENDERS**



The Tender Accepting Authority reserves the right to accept, split, divide, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

If the tenderer deliberately gives wrong information in his tender or creates illegal circumstances for the acceptance of his tender, the concerned authority reserves the reject such tender at any stage. Such tenderer shall also be liable to be debarred from all future tendering in J&K.

## **7. BIDDING DOCUMENT, PREBID MEET, CLARIFICATIONS AND AMENDMENTS**

The Bidding Document shall be read in conjunction with any Amendment/ Corrigendum/ Addendum/ Clarifications, etc. issued from time to time.

The bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and drawings in the Bidding Document. Failure on part of bidder to furnish all information required as per the Bidding Document or submission of a bid not substantially responsive to the Bidding Document may result in the rejection of the bid.

All Amendments / Corrigendum / Addendum / Clarifications, etc. (if any), shall be hosted on the website <http://www.etenders.gov.in> only and shall not be published in newspapers or sent by post/e-mail. Hence, all interested /prospective bidders are advised to regularly visit website for any updates. Bidders who submit their bids shall be presumed that they have gone through and are aware of all Amendments / Corrigendum / Addendum / Clarifications / etc. to bidding document (if any) issued and any claim from bidder that such Amendments/Corrigendum / Addendum / Clarifications / etc. to bidding document (if any) were not received by them, will not be entertained.

## **8. PRE-BID MEETING**

The prospective bidder (s) or his designated representative, who have downloaded the bid document are invited to attend a pre-bid meeting which will take place as per date and venue given in instructions. The purpose of meeting will be to clarify issues and to answer queries on any matter that may be raised by the due date. The bidder is requested, as far as possible, to submit queries (if any) by e-mail to reach office not later than 2 days before the pre-bid meeting. It may not be practicable at the meeting to answer queries received late, but queries and responses/clarifications will be hosted on website. Any modifications of the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by department exclusively through the issue of an Amendment / Corrigendum / Addendum / Clarifications / etc. which shall be hosted on the website <http://www.jktenders.gov.in>. **Non- attendance of the pre-bid meeting will not be a cause for disqualification of the bidder.**

Bidders are requested to resolve all their clarifications/queries to the Bidding Document before due date of submission of bid. Thereafter bidders are requested to submit their bid in total compliance to Bidding Document without any deviation / stipulation / clarification / assumption. +

**9. SITE VISIT**

Bidder is advised to visit and examine the site, its surroundings and familiarize himself with the existing facilities and environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation.

The Bidder and any of his personnel or Agents will be granted permission by the department to enter upon the premises and lands for the purpose of such inspection. Department shall provide necessary assistance with regard to acquaintance of the site, if required, to the bidder(s) for the purpose of site visit.

The Bidder should visit the sites and assess by himself the availability of resources such as roads, tracks, slopes, water, electricity, fuel and skilled/ unskilled manpower as these shall have important bearing on the cost.

**10. TAXES AND DUTIES**

The quoted prices shall be inclusive of all taxes and duties including GST, Income tax and any other taxes/duties/levies as applicable. Contractor shall not be compensated for any change in taxes and duties due to wrong assessment. It shall be presumed that Bidders have ascertained all applicable taxes, duties, levies, royalties etc. for the said work and quoted rates accordingly. Service tax and cess thereon (including statutory variation, if any) shall be paid, wherever service provider is liable to pay service tax, on submission of invoice(s) as per Service Tax Rule in force.

**11. RATES QUOTED BY BIDDER**

Rates shall be firm and fixed until the completion of work in all respect. No variation on any account shall be payable. The bidder shall quote the prices both in figures as well as in words. There should not be any discrepancies between the price indicated in figures and the price indicated in words. Quoted rates shall also be inclusive of all costs towards carrying out any surveys, travel, site visits by the personnel, boarding, lodging, incidental expenses etc. required for scope of work.

**12. AWARD OF CONTRACT**

The successful Bidder shall be notified by the Department. The Department shall notify the successful Bidder in writing by mail/ a Registered Letter/Courier/ or through bearer that his tender has been accepted.

The Letter of intent shall constitute a legal and binding contract between the department and the contractor till such time the contract agreement is signed.

As per rule 171 of GFR-2017, Performance Security shall have to be deposited by successful bidder to the order of 3% of the value of contract and if there are compelling circumstances, performance security in excess of three percent may also be demanded.

In case the cost of lower bidder is found below the advertised amount, the bidder has to deposit an additional security performance in the shape of CDR before issuance of award of contract to the tune as per the below details.

- ix. Up to 10% below rate over advertised cost= Nil.
- x. 10% to 20% below rate over advertised cost= 3% of advertised cost in shape of CDR.

- xi. 20% to 30% below rate over advertised cost= 5% of advertised cost in shape of CDR.
- xii. Above 30% below rate over advertised cost= 5% of advertised cost in shape of CDR and 5% in shape of bank guarantee of advertised cost.

A formal deed that is, the agreement incorporating all the terms and conditions of contract shall have to be executed by successful Bidder within seven days from the date of allotment.

- 12.4 The Allotment of work (AOC) shall be restricted if required within the budgeted Amount of the work, approved by the Department.

**13. PERFORMANCE SECURITY**

Within 7 days of issue of the Letter of intent from the competent authority, the successful Bidder shall furnish a **Performance Security** in the form of CDR or BG from any Scheduled Bank for an amount not less than 3% (three percent) of the original Contract value. No formal Allotment orders shall be issued till requisite performance security is submitted. Failure of the successful Bidder to furnish the required performance security shall be a ground for the annulment of the award of the Contract and his debarment for participation in future departmental tendering.

**14. RELEASE OF PERFORMANCE SECURITY**

The whole of the Performance Security shall be returned to the Contractor, subject to the issuance of Completion Certificate by the field officer and subject to confirmation that no defects have been noticed in executed work.

**15. DATE OF COMMENCEMENT**

The date of commencement of work, under this contract shall be reckoned from date, letter of intent or allotment is issued by the Department, whichever is earlier.

**16. FAILURES**

Any work (other than those found to be missing or not in accordance with the Contract Documents as a result of theft or malicious damage and which shall be replaced), found not to be in accordance with the Contract Documents at completion of the development period shall be replaced by the Contractor entirely at his own cost unless the Contract Administrator shall otherwise instruct. The Contract Administrator shall certify the dates when in his opinion the Contractor's obligations under this clause have been discharged. All loss or damage arising from any theft or malicious damage prior to practical completion shall be made good by the Contractor at his own expense.

**17. DEFECTS LIABILITY PERIOD**

The defects liability period shall be six months from the date of completion of work in all respects and shall be reckoned from the date of actual completion and handing over of work at site. Any work which is found to be defective (dead or dying) within 6 months of the date of practical completion due to materials or workmanship, not in accordance with the Contract Documents shall be replaced by the Contractor entirely at his own cost unless the Contract Administrator shall otherwise instruct. The Contract Administrator shall certify the dates when in his opinion the Contractor's obligations under this clause have been discharged.

**18. PHOTOGRAPHS OF WORK (PROGRESS)**

The contractor is required to take and supply to contract administrator colored photographs and films or CD's of nursery activities. All the cost of pendrives, printouts etc shall be deemed

to have been included in rates quoted against various items and nothing extra shall be paid for the above. The Forest Department shall have full ownership and copyright of all the photographs, and the contractor shall indemnify Department against any claim of any sort.

**19. DEFECTIVE AND BAD WORK**

If it shall appear to **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative** that any work has been executed with unsound, imperfect or bad workmanship or with materials of any inferior description, the contractor shall, when directed in writing by the **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative**, forthwith rectify with sound and specified materials and workmanship or remove or re-execute the part of work so specified as the case may be or remove the materials/articles at his own cost notwithstanding the fact that the same may have been inadvertently passed/certified or paid for previously. In the event of his failing to do so within the specified period, the contractor shall be liable to penalty provided for in the contract/document and the Department shall get it rectified or remove and re-execute the work or remove and replace the same as the case may be at the risk and cost of the contractor.

**21. REMEDYING DEFECTS**

All works required to remedy defects or damage as may be notified by Department shall be executed at the cost of the contractor, if and to the extent that the work is attributable to:-

- i) *Any design for which the contractor is responsible.*
- ii) *Materials or Workmanship not being in accordance with the Contract, or Failure by the contractor to comply with any other obligation.*

In the event of failure on the part of contractor to achieve the required periodical progress or complete the contract in time, the Department shall without prejudice to the remedies available to the Government under any law for the time being in force, be competent to adopt all or any of the following courses.

- (i) *Rescind the contract for which rescission notice of 07 days in writing to the contractor shall be conclusive evidence and in which case the security deposit of the contractor shall be forfeited and be at the disposal of the Department and/or*
- (ii) *Employ labour and supply materials to carry out works or any part of the work debiting the contractor with cost of the labour and the price of the material. Certificate of the **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative** in respect of the cost of the material and wages of labour shall be final and conclusive against the contractor.*
- (iii) *Measure up the work executed by the contractor and to take such part thereof as shall be unexecuted out of his hand and get the same executed / completed through alternate means/agency /contractor, at the risk and cost of the original contractor.*
- (iv) *Impose and recover such penalty as may be determined by the **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative** in addition to the forfeiture of security deposit.*
- (v) *In the event of any of the above courses being adopted by the Department, the contractor shall have no claim to compensation for any loss sustained by him for reasons of his having purchased or procured any material/equipment or entered in to agreement or paid any advance on account of or with a view to the execution of the work.*

In case the contract is rescinded under aforesaid provisions, the contractor shall not be entitled to be paid any sum for any work actually performed by him under this contract.

In the event of the Department putting in force any of the powers vested in it under the preceding clauses, it may, if so desired, take possession or order to take possession of any

materials, tools, plants, stores, etc lying in or upon the works or the site thereof, belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof. The Department may choose to remove them at the contractor's expenses or sell them by auction or private sale and debit the amount towards contractor penalty. The certificate of the **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative** in respect of expenses incurred or the amount debitable to the contractor on account of any such sale shall be final, conclusive and binding on the contractor.

## **22. PAYMENTS**

No advance payments shall be made. Payments will be made to the contractor only against work done or after completion of work in all respects as per specifications. In case work done bills remain undisbursed due to non-availability of funds or due to technical or any other reason, the contractor shall not be entitled for compensation or payment of interest on delayed payments. The payments shall be made in accordance with actual work done bills as funds become available.

## **23. PENALTY**

**In the event of failure of execution of work under the stipulated time period as mentioned against the work, the Contractor shall be imposed with penalty of Rs.500/- per day after the end of tender duration, due to emergency/seasonal nature of work.**

## **24. ESCALATION**

During the period of completion of work, no price escalation in respect of material, machinery, equipment, labour etc shall be entitled to the contractor.

## **25. RECOVERY OF DUE AMOUNT**

Whenever any claim, against the contractor for the payment of any sum of money arises under this contract, the Department shall be entitled to recover such sum by appropriating in part or in whole from the security deposit of the contractor or from any sum that may be due to him. Should the aforesaid sum be insufficient to cover the full recovery, the contractor shall pay to the Department on demand the balance amount or the same shall be recovered from him as arrears of land revenue. However no such claim shall be entertained by the Department after final payments are made to the concerned contractor there after the contractor shall be solely liable for bearing all claims and consequence thereof.

## **26. WORK TO BE OPEN TO INSPECTION**

All works in the course of execution in pursuance of this contract shall at all-time be open to the Inspection and supervision of Department, **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative**. The contractor shall make all the necessary facilities at all time during the usual working hours and at all other times for which reasonable notice shall be given to the contractor.

## **26. INDEMNITY**

In case of any disputes, accidents, during the course of execution of the contract, the contractor shall be bound and solely responsible to meet and settle all the claims at his own

risk and cost.

**27. EXTENSION OF TIME**

No extension of time specified for the completion works shall be granted or claimed by the contractor as a matter of right. However, if the work is suspended for some time on account of bad weather, floods, earthquake or fire or non-availability of materials or tools and plants etc or due to any cause beyond the control of the contractor and the Department, no compensation shall be paid to the contractor on account of the aforesaid reasons but reasonable extension in time shall be considered at the request of the contractor and discretion of the Department.

**28. PAYMENT TO LABOUR**

The contractor shall have to make timely payments to all labourers engaged by him. In case the Department receives a complaint from labourers for payment being withheld or deducted, the department will pay the due wages to the labour himself, after due enquiry and deduct the amount from the dues/deposits of the contractor. However no such claim, whatsoever, shall be entertained after final payments are made to concerned contractor. Thereafter the contractor shall be solely liable for bearing the labour claim and consequence thereof.

**29. CHARACTER OF WORKMEN**

Contractor shall be bound to employ competent workmen for every kind of work. Any person employed on the work who refuses or neglects to obey the directions of the **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative**, or who is considered incompetent to execute any part of the work or is disorderly or causes nuisance or who commits trespass upon public or private property in the vicinity of the works, shall be dismissed when the **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative** so intimates and shall not be reemployed unless permission in writing is given in this behalf by the concerned Nodal Officer/Director. **Local labour shall be given preference.**

**30. HOUSING ACCOMMODATION AND SANITARY CONVENIENCE**

The contractor shall provide and furnish proper housing accommodation and sanitary convenience for labours engaged on the works and these shall be maintained in a manner that will be inoffensive to the public and in compliance with local sanitary regulations.

**31. ALTERATIONS/ADDITIONS/VARIATIONS**

The **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative** with the approval of Department may make any variation of the form, quality and quantity of work or any part thereof that may, in his opinion be necessary and desirable. The **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative** shall be empowered with the prior permission of the Department to order the contractor to do any of the following:-

- *Increase or decrease the quantity of any work included in the contract.*
- *Omit any portion of work.*
- *Change the character or quality or kind of any work.*
- *Change the levels, lines, positions and dimensions of any part of the works and*
- *No such variations as aforesaid shall in any way violate the contract.*

No such variation shall be made by the contractor of his own without an order in writing of competent Authority. If at any time after the commencement of the works, the **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative** for any reason whatsoever does require the abovementioned changes to be carried out he (**Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative**) shall give notice in writing in this behalf to the contractor. The contractor shall not also claim any compensation by reasons of any alteration having been made in the original specification, drawing, design and instructions which involve any curtailment or an addition, of the works as originally contemplated of his own.

### **32. VALUATION OF EXTRA ITEMS**

The **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative** with the prior approval of **Competent Authority** shall authorize the contractor in writing to perform any extra item of work or furnish extra material not covered by the specification or not included in this contract but forming inseparable part of the works under this contract.

If the contract does not contain any rates applicable to the extra or additional work, then reasonable rates as specified hereunder shall be fixed by the Department.

- By analysis from the nearest item in the contract.
- Items not covered by the above provisions shall be paid on analysis bases on rate of labour and material required for completion of work at market rates plus contractor's profit. For this purpose, a contractor shall keep and maintain in such form, as the Department shall direct, a correct account of cost supported by sufficient details. The rates for these extra items as approved by the Department shall be final and binding on the contractor.

### **33. QUANTITY VARIATION**

The quantity of plant material to be planted at site may vary depending on actual site conditions, availability of blank spaces and availability of plant material in forest nurseries as decided by the **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative**.

- (i) Contractor shall not be entitled for any compensation for any decrease in quantity executed and will be paid for reduced quantity of work only at the quoted rates.
- (ii) For increase in quantities for all works, the accepted variation of each individual item of the contract would be up to 25% of the quantity originally contracted.
- (iii) The Contractor shall be bound to carry out the work at the agreed rates, terms & conditions and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of work. The permissible rules of Public Works Accounts Code and Financial Code in vogue shall apply. The **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative** shall have a right to get these executed from any other agency or by his own labour, materials and resources.

### **34. LAWS AND RULES**

The contractor shall abide by all regulations and laws of Govt. of India and UT of J&K department like NHAI, Forest, Wildlife (civil/criminal) Revenue, Sericulture Development Department of J&K and other Authorities, including Municipalities, Town Area Committees etc. For any violation he shall be liable to be dealt with under the relevant laws. No compensation

whatsoever on this account shall be payable to the contractor by the Department.

**35. PROTECTION OF WORKS AND ADJOINING PROPERTY**

The contractor shall be responsible for the care of materials partially or wholly completed works until same are taken over by the Department duly completed by the contractor in accordance with the terms of the contract. The contractor shall make good at his own expenses damage which the work may sustain from any cause whatsoever prior to the taking over of the same by the Department. The contractor shall also be responsible to make good at his own expenses, the damages caused to the adjacent property, due to his act or negligence of his employee or caused in the course of execution of contract. The Department shall not entertain any claim in this regard.

**36. SUBLETTING**

The contractor shall not assign or sublet the work in whole or part to any agency without written orders of the Department and if the contractor shall assign or sublet this contract, or attempt to do so or becomes insolvent or commences any insolvency proceedings to make any composition with his creditors or attempt to do so, or if any bribe gratuity, gift, lone, pre-requisite reward, or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employment of Government in any way relating to this office, the contractor shall be solely responsible for the consequences which besides other penalties/actions may entail termination of contract and forfeiture of deposit, bank guarantees and other due payments if any.

**37. WORKS REGISTER**

It shall be the duty of the contractor to maintain/sign the works register and measurement book, wherein measurements are recorded. In case of his failure to do so, the measurements recorded by the Department staff will be binding upon the contractor. No claim whatsoever on this account will be entertained by the Department.

**38. CLEARANCE OF WORK SITE**

Contractor shall not deposit materials on site which will be in contravention of the orders of the Department. It will be the duty of contractor to remove all material such as Polythene bags, Plastic wrappers, Crates, Gunny bags, surplus posts, wire, aggregates etc which are declared as unwanted material inside **NHAI carriageways** area and shall have to be removed from **NHAI carriageways or private, Govt property** area as soon as work is completed. The contractor shall be duty bound to maintain his allotted site, neat and clean at all times and in case of failure of the contractor on this account, the Department shall be at liberty to maintain and clean up the work at the risk and cost of the contractor.

**39. CERTIFICATE OF COMPLETION**

The works shall be deemed to have been duly completed when the Department certifies in writing that the works have been completed in all respects by the contractor. But no such certificate shall be given or the works shall not be considered to be duly completed until the plants start sprouting to the entire satisfaction of the Department, removes materials, rubbish and cleans debris from the site and all parts of the structure as per the requirements of the Department. If the contractor fails to comply with the requirements of this clause as to the



removal of plastic, surplus materials, rubbish and cleaning of debris on or before the date fixed for the completion of the work, the **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative** shall remove such plastic materials and rubbish and dispose of the same as he thinks fit and clean up such debris at the cost of contractor. The contractor shall have no claim in this respect.

#### 40. **FAILURES OF PLANTS (DURING DEVELOPMENT PERIOD)**

Any plant (other than those found to be missing or not in accordance with the Contract Documents as a result of theft or malicious damage and which shall be replaced), which are dead, dying, missing or found not to be have been in accordance with the Contract Documents at completion of the development period shall be replaced by the Contractor entirely at his own cost unless the **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative** shall otherwise instruct. The **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative** shall certify the dates when in his opinion the Contractor's obligations under this clause have been discharged. All loss or damage arising from any theft or malicious damage prior to practical completion shall be made good by the Contractor at his own expense.

#### 41. **INSURANCE**

Any accidental or incidental occurrence during the course of execution shall be entirely liability of the contractor. The contractor has to observe due care and caution as not to cause damage to life/honour/property or cause mishap, nuisance. The insurance cover of the team members working for the project shall be responsibility of the contractor.

#### 42. **CLARIFICATION**

For any further information/explanation/clarification, if required, the intending tenderers may contact Nodal Officer/Director, CSR&TI, Pampore during office hours.

#### 43. **CORRUPT AND FRAUDULENT PRACTICES**

Bidders should observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, Department defines, for the purposes of this provision, the terms set forth below as follows:-

**“Corrupt Practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and

**“Fraudulent Practice”** means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of department, and includes collusive practise among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive department of the benefits of free and open competition.

Department will reject a proposal for award if it determines that the bidder recommended for award has engaged corrupt or fraudulent practices in competing for the Contract in question.

**Fraud Prevention Policy:** The bidder along with its associate / collaborator / sub-contractors / sub-vendors /consultants /service providers shall strictly adhere to the Fraud Prevention Policy of Employer and shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice. If in terms of above policy it is established that the bidder/ his representatives have committed any fraud while competing for this contract then the Bidder shall be debarred from participating in departmental tendering in future.

#### **44. FORCE MAJEURE**

If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative** or the Contractor shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, public unrest, sabotage, large scale arson, floods, earthquake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a Government Department or competent authority (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof;

- i. Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance.
- ii. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- iii. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period of 90 days, the contract may be foreclosed with mutual consent by giving a notice of 21 days without any repercussions on either side.
- iv. In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Conservator of Forests shall be final and binding.
- v. Works that have already been measured, billed for and submitted for payments shall be paid for by the Authority even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the Department.
- vi. If the contract is foreclosed under this clause, the contractor shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative** shall have the option to take over any plant and material lying at site, at rates provided for in the contract, failing that, as per rates which are determined to be fair and reasonable by the **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative**.
- vii. If no notice is issued by either party regarding the event within 21 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

#### **45. DEFAULTS, BREACHES, TERMINATION AND CLOSURE OF CONTRACT**

##### **Termination due to Breach, Default, and Insolvency**

##### **(i) Defaults and Breach of Contract**

In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the departments rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

- a. **Default in Performance and Obligations:** If the contractor fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Department.
- b. **Insolvency:** If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate 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 effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- c. **Liquidation:** If the contractor is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture- holders to appoint a Receiver, Liquidator or Manager

**(ii) Notice for Default:**

As soon as a breach of contract is noticed, a show-cause '**Notice of Default**' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

**(iii) Terminations for Default**

- a. **Notice for Termination for Default:** In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Department, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.
- b. Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the department after that.
- c. Unless otherwise instructed by the Department, the contractor shall continue to perform the contract to the extent not terminated.
- d. All Defect Liability obligations, if any, shall continue to survive despite the termination.

**(iv) Contractual Remedies for Breaches/ Defaults or Termination for Default**

If there is an unsatisfactory resolution within this period, the Department shall take one or more of the following contractual remedies.

- 1) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.
- 2) Call back any loaned property or advances of payment, if any with a levy of interest at the prevailing rate.
- 3) Recover liquidated damages and invoke denial clause for delays.
- 4) Encash and/ or Forfeit performance or other contractual securities.
- 5) Prefer claims against insurances, if any.
- 6) Terminate Contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.
- 7) Prohibit Contractor for participating in tendering works of department in future.
- 8) **Risk and Cost Procurement:** In addition to termination for default, the Department shall be entitled, and it shall be lawful on his part, to procure services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such Risk and Cost Procurement must be contracted within six months from the breach of Contract. The contractor shall be liable for any loss which the Department may

sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Department. It shall not be necessary for the Department to notify the contractor of such procurement. It shall, however, be at the discretion of the department to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

- 9) Initiate proceedings in a court of law for the transgression of a law, tort, and loss, not addressable by the above means.

### **Termination for Default/ Convenience of Department and Frustration**

#### **(i) Notice for Determination of Contract**

1. The Department reserves the right to terminate the contract, in whole or in part for its (Department's) convenience or frustration of Contract as per sub-clause below, by serving written '**Notice for Determination of Contract**' on the contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Department or the frustration of the contract. The notice shall also indicate inter-alia, the extent to which the contractor's performance under the contract is terminated, and the date with effect from which such termination shall become effective.
2. Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.
3. Unless otherwise instructed by the Department, the contractor shall continue to perform the contract to the extent not terminated.
4. All Defect Liability obligations, if any, shall continue to survive despite the termination.
5. The services and incidental goods/ works that can be delivered or performed within thirty days after the contractor's receipt of the notice of termination shall be accepted by the Department as per the contract terms. For the remaining services and incidental goods/ works, the Department may decide:
  - (a) To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or
  - (b) To cancel the remaining portion of the services and incidental goods/ works and compensate the contractor by paying an agreed amount for the cost incurred by the contractor, if any, towards the remaining portion of the services and incidental goods/ works.

#### **(ii) Frustration of Contract**

1. **Notice of Frustration Event:** Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a '**Notice of Frustration Event**' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 15 days of the initial notice, the Department shall issue a '**Notice for Determining the contract**' and terminate the contract due to its frustration as in the sub-clause above.
2. However, the following shall not be considered as such a supervening cause
  - (i) Lack of commercial feasibility or viability or profitability or availability of funds.
  - (ii) If caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

### **46. CLOSURE OF CONTRACT**

The contract shall stand closed upon

- (i) successful performance of all obligations by both parties, including completion of Defect Liability obligations and final payment.

(ii) termination and settlements after that, if any, as per clause 46.1 or 46.2 above.

**47. ABNORMALLY LOW BIDS**

Abnormally low bid (ALB) shall be one in which the bid price, in combination with other elements of the Bid, appear so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. The department shall in such case seek a written clarification from the bidder, including detailed price analyses of its bid price, in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If the department determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the department may reject the bid/proposal. No normative percentage below the estimated cost has been fixed for consideration of abnormally low bid in the instant tender. If there appear compelling circumstances, Additional Security Deposit/Bank Guarantee (BG) shall be taken on ALB with the approval of competent authority as per rules.

**46. DECISION OF DIRECTOR, CSR&TI, PAMPORE & Nodal Officer of CSB for the project (CHAIRMAN TENDER OPENING COMMITTEE) TO BE FINAL**

Except where otherwise specified in this contract, the decision of Nodal Officer/Director, CSR&TI, Pampore (Chairman Tender Opening Committee) shall be final, conclusive and binding upon the contractor on all questions relating to the meaning of the specifications, design, scope of work, drawings and instructions herein before mentioned and as to the quality, the workmanship or materials used for the work.

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## **SCOPE OF WORK**

1. The instant work pertains to mulberry plantation of by carrying out planting of tree type and bush type of mulberry plants etc and by carrying out all other associated operations as per site conditions including fencing or any civil work as provided.
2. All works shall be done as per departmental technical note /guidelines/prescriptions given herewith.
3. Plant material will be provided by Central Silk Board from its departmental nurseries. Contractor has to make all arrangements for lifting & mechanical transportation of material from nursery source upto planting site which also includes loading, unloading and headload at nursery as well as work site.
4. All plant material shall be of the species, variety and type as specified and substitutions will not be permitted unless authorized in writing by the Department. All plant material lifted by the Contractor from nurseries shall be free of disease, discolouration and damage. Plants shall be well branched with vigorous shoots. The root system of each plant shall be well established.
5. Contractor shall make suitable arrangement for storage of plant material before planting at Site.
6. The site cleaning / removal of unwanted ground covers, roots, rocks, boulders etc. would be inclusive of the total rates quoted by the contractor. The rates shall be inclusive of the removal of unwanted material and breaking the clods to the satisfaction of the **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative**. If detrimental conditions are detected during planting, planting shall be discontinued until instructions to resolve the conditions are received from **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative**. Obstructions if rock, tree roots, or other obstructions are encountered in the digging of pits, alternate locations for planting shall be determined by the **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative**.
7. Planting shall be done before onset of Winter. Planting should be initiated when the soil is wet to a specified depth (approximately 20 centimeters). No planting shall be done during frosty season. The contractor shall be bound to follow the instructions of Department regarding planting schedule.
8. In case water facility is not proper, watering should be done by water tanker by pumping from the nearest water reservoir or point provided. Contractor shall provide all safety gears to his workers at his cost.
9. All plant material is to be carefully protected and due care and diligence should be taken during lifting, transportation, unloading and during storage at site. Any evidence of unsatisfactory protection to roots, branches and leaves will result in plants being rejected. All plants must be kept moist during transportation and storage. No plant material shall be left on site unplanted for more than two days.
10. Container trees shall carefully be removed from the container by cutting it in a manner not to damage the root ball. The plastic material should be cut with a sharp knife. Immediately after removing the container, the plant must be planted in such a way that the roots do not dry out. The plant and backfill should be carefully placed around the base and sides to two-thirds the depth of the root ball; then the backfill should be thoroughly watered to allow for settlement. The remainder of the pit should be backfilled to the extent allowing for the depth of mulch and construction of water harvesting structure around the sapling.
11. Micro-catchments shall be prepared around saplings of suitable shapes as per the instructions of **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative** to trap the water around the seedlings. The aim of soil and water conservation measures is to reduce or retard the flow of surface run-off water (water harvesting) by

diminishing the erosion damage and causing the water to soak into the soil, thus to increase the amount of soil moisture available for the seedlings.

12. All saplings planted should be suitable mulched as per the directions of department. Mulching with grass and leaves around the seedlings will reduce evaporation and prevent the surface soil from hardening. Mulch shall be placed immediately following completion of plantation. Mulch must not be placed within three inches of the stem of saplings and shall be to the depths outlined within these specifications and details as referenced.
13. The contractor shall stake or guy a tree only when necessary for the specific conditions encountered and with the approval of the **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative**. Staking may be required in unusual circumstances such as sandy soils in either the root ball or adjacent soils or in extremely windy locations. Poor-quality Saplings with cracked, wet, or loose root balls, poorly developed trunk-to-crown ratios, or undersized root balls shall be rejected if they require staking, unless written approval to permit staking or guying as a remedial treatment is obtained from the **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative**. Trees that settle out of plumb due to inadequate soil compaction either under or adjacent to the root ball shall be excavated and reset. In no case shall trees that have settled out of plumb be pulled upright using guy wires. When required, staking and guying methods shall be approved by the Department. Stakes, anchors, and ropes shall be of sufficient strength to maintain the plant in an upright position that overcomes the particular circumstances that initiated the need for staking or guying. Stakes and guys shall be installed immediately upon orders of **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative**.
14. **Following the completion of plantation, the contractor shall protect and maintain areas until acceptance of the project which shall be when diffuse sprouting is visible from all planted saplings and certificate is furnished by Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative that he/she is satisfied that all plantation works have been successfully executed by the contractor. Areas showing deficiencies, as determined by Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative shall be replanted, watered and/or mulched as required.**
15. Temporary maintenance shall begin immediately after each plant is planted and continue until its acceptance has been confirmed by the **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative**. Temporary maintenance shall consist of watering, mulching, tightening and repairing guys and stakes, maintaining micro-catchments, resetting plants to proper grades or upright position to keep plants in vigorous condition. Planting areas and plants shall be protected at all times against trespassing and damage of all kinds for the duration of the temporary maintenance period. If a plant fails to sprout, it shall be replaced as directed by the **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative** at no additional cost to the Department.
16. **Acceptance of Project and Guarantees.** The **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative** shall inspect all work for acceptance upon request of the contractor. The request shall be received at least ten calendar days before the anticipated date of inspection.
  - (i) Acceptance of plant material shall be for general conformance to specified size, character, and

quality and shall not relieve the contractor of responsibility for full conformance to the contract documents, including correct species. The Contractor should ensure that he receives the good quality plant material from departmental nurseries conforming to technical specifications and site requirements. The certificate should be duly signed by all concerned which is enclosed herewith this tender document.

- (ii) Plant material that is dead or not showing satisfactory growth, as determined by the **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative**, shall be promptly removed and replaced by the contractor within ten working days. The replacement shall be of the same variety, size, and character as specified for the original planting. Replacements shall closely match adjacent specimens of the same species and shall be subject to all requirements stated in these specifications. The additional plants shall be supplied from departmental nurseries if available and if established that the plants transported were good quality however which failed to sprout due to some act of God, otherwise the Contractor has to make his own arrangements for additional plant material.
- (iii) Upon completion of counting and re-inspection of all repairs or renewals necessary in the judgment of the **Director (I/c) Central Sericultural Research & Training Institute, Pampore or its authorized representative**, the concerned officer shall certify in writing that the work has been accepted before payment is authorized.

#### **17. Material**

- (i) The contractor shall at his cost procure, supply and transport to site all material like RCC fencing poles, Barbed Wire, Sand, Bricks, Bajri, Cement etc from approved source and of standard quality as per quantities shown in estimate/BOQ and bear all mechanical carriages, head load charges, loading & unloading upto actual site of work including storage with other taxes payable thereof.
- (ii) The key construction material viz, RCC fencing poles, Barbed Wire, shall be procured from original manufactures/registered SSI Units/Authorized Dealers or Distributor and documentary proof of key constructional material be submitted for ascertaining the genuineness of material which will include original vouchers (CST/GST Paid Bills).

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## **ANNEXURES**



**ANNEXURE-I**

**TENDER APPLICATION FORM**

Tender for (Name of Work) .....

From: .....

(Name in block letters)

.....( Address in full)

To

Director,  
Central Sericultural Research & Training Institute,  
Central Silk Board, Pampore [Kashmir]

Sir,

In response to the Tender Notice No. \_\_\_\_\_ Dated \_\_\_\_\_. I/we hereby declare that I/we have read all the conditions carefully and having agreed to them fully and unconditionally is submitting the financial bid attached with this document. The details mentioned above are true to my knowledge and the documents as listed below are attached herewith. Documents submitted are:

S. No.	Particulars	Yes/No	Remarks
1.	Registration Card		
2.	GST Certificate		
3.	Copy of PAN Card.		
4.	Money Transfer Receipt as Cost of Tender Document		
5.	Bid Security Declaration Form		
6.	Working Bid Capacity		
7.	Affidavit cum Undertaking on Judicial Stamp Paper duly Notarized		
8.	Financial Bid in separate cover		

Date \_\_\_\_\_

Place \_\_\_\_\_

Signature of contractor or  
Authorized representative of Agency/Firm

**ANNEXURE-II**

**MONEY TRANSFER RECEIPT AS COST OF TENDER DOCUMENT**

<b>NAME OF BANK</b>			
Full particulars of the remittance	Amount		Head of Account
	Rs.	P.	
Cost of Tender Document			<b>CENTRAL SERICULTURAL RESEARCH &amp; TRAINING INSTITUTE, PAMPORE</b>  <b>BANK ACCOUNT NO. 3059546074</b> <b>IFSC NO. CBIN0280415</b>

Signature of contractor or  
Authorized representative of Agency/Firm

**ANNEXURE-III**

**BID SECURITY DECLARATION FORM**

Tender No. \_\_\_\_\_

To

Director,  
Central Sericultural Research & Training Institute,  
Central Silk Board, Pampore [Kashmir]

**I/We, the undersigned, declare that:**

1. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
2. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of **Two Years** 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, my/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 refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.*
3. 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.

**Name of Contractor/Firm:**

**Address:**

**Registration Card No:**

Dated on \_\_\_\_\_ day of \_\_\_\_\_

(Signature)

Authorized Person of the Contractor/Firm/Agency

ANNEXURE-IV

WORKING BID CAPACITY

**Working Bid Capacity = [AxNx2] – B**

Where

**A=** Max value of civil/forestry work executed in any one year during the last five years.

**N=** No. of years prescribed for completion of work for which bids have been invited. (Period upto 6 months to be taken as ½ and more than 6 months as 1 in a year)

**B=** Value of existing commitments and ongoing works to be completed (for all the clients of Bidder) during the period of completion of work for which bids have been invited.

**A= Max value of civil/forestry work executed in any one year during the last five years**(Note: In case the bidder is newly registered and applying first time, the value of “A” shall be present bid value for which bidder is submitting his bid). (Please attach certificate of completion issued by competent authority as proof)

<b>Name of the work/project</b>	<b>Contract Value (Rs in lakh)</b>	<b>Date of start as per LOI/contract</b>	<b>Date of completion as per LIO/Contract</b>	<b>Completion Certificate issuing authority (Enclose Copy)</b>

**B= Value of existing commitments and ongoing works to be completed (for all the clients of Bidder) during the period of completion of work for which bids have been invited ( Up to the preceding month of submission of Bid)**

<b>S.No.</b>	<b>Name of the work/project where contract awarded or works ongoing or L1 declared</b>	<b>Date of issuance of LOI/contract/L1</b>	<b>Date of completion as per LIO/Contract</b>	<b>Contract Value (Rs ) (i.e. Balance value of <b>work</b>) <b>(B)*</b></b>

(Signature)  
Authorized Person of the Contractor/Firm/Agency

## ANNEXURE-V

### AFFIDAVIT CUM UNDERTAKING BY BIDDER

**I/we** have read and examined the Tender document including terms & conditions, specifications, bill of quantities, drawings and designs, general rules & directions, General Conditions of Contract, Special Conditions of Contract and all relevant other documents, publications and rules referred to in the Conditions of Contract and all other contents in the tender documents for the work.

**I/we**, hereby tender for execution of the work specified for the **Director (I/c) Central Sericultural Research & Training Institute, Pampore** within the time specified and in accordance in all respects with the specifications, designs, drawings and instructions in writing.

**I/We** agree to keep the tender open for 90 days from the last date of its submission and not to make any modifications in its terms and conditions. A Bid Declaration Form has been duly filled in and signed as Bid security.

**I/we** hereby solemnly declare that I/We have visited the site of work and have familiarized myself/ourselves of the working conditions there in all respects.

If **I/we**, fail to furnish the prescribed performance guarantee within prescribed period. I / we agree that the **Director (I/c) Central Sericultural Research & Training Institute, Pampore** or its any authorized officer shall without prejudice to any other right or remedy, be at liberty to take action which includes suspension for future tendering for specified period as mentioned in form.

Further, if **I/we** fail to commence work as specified, I/we agree that the **Director (I/c) Central Sericultural Research & Training Institute, Pampore** or its any authorised officer shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely, otherwise the said performance guarantee shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein.

Further, **I/we** agree that in case of forfeiture of Performance Guarantee as aforesaid, I / We shall be debarred for participation in the re-tendering process of the work.

**I/we**, do hereby certify that all the statements made in the required attachments are true and correct.

**I/we**also hereby certifies that neither our firm have abandoned any work in Government Organizations nor any contract awarded to us for such works have been rescinded, during **last five years** prior to the date of this bid.

**I/We accept all the terms and conditions without any condition.**

Date:

Place:

(Signature)

Authorized Person of the Contractor/Firm/Agency

**ANNEXURE-VI**

**FINANCIAL BID**

Tender for (Name of Work) .....

From: .....

(Name in block letters)

.....  
.....( Address in full).

To

The Director (I/c)  
Central Sericultural Research & Training Institute,  
Central Silk Board,  
Pampore.

Sir,

In reference to your Tender No. \_\_\_\_\_ Dated \_\_\_\_\_, I do hereby submit my tender to the item rate based Schedule of Rates (SOR) as written below at which I am/we willing to execute said forestry operations.

S.No	Description of work/item(s)	Unit	Quantity	Basic rate (To be entered by Bidder)	Total Amount without Taxes
A.		No.			
B.		No.			
C.					
		No.			
	Total				

I agree to execute the work at \_\_\_\_\_ item rates basis, the above tendered work.

(Signature)

Authorized Person of the Contractor/Firm/Agency

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