



भारतीय पशु-चिकित्सा अनुसंधान संस्थान,
इज्जतनगर, बरेली - 243122 (उ० प्र०) भारत

INDIAN VETERINARY RESEARCH INSTITUTE
IZATNAGAR, BAREILLY - 243122 (UP) INDIA



No. F. 2-6/07-08/P&S

Dated: 19/11/2011

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR Operation and Maintenance of Incinators at this Institute.

- A. Cost of Tender Form **Rs.500/- (Rupees Five Hundred Only)**
- B. Last date of sale of Tenders document **12 .12.2011 up to 4.00 P.M.**
- C. Last date/time of receipt of tender form **13.12.2011 upto 2.00 P.M.**
- D. Tenders (technical bids) to be **opened at 2:30 PM on 13.12.2011**
- E. Tenders (financial bids) to be **opened at 3:00 PM on 19.12.2011**
- F. Tender to remain open for acceptance up to 120 days from the date of opening.
- G. The Tender document is also available at our web-site www.ivri.nic.in.

NOTE:

1. The Director, Indian Veterinary Research Institute, Izatnagar (U.P.) 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.
3. All communications must be addressed to Director/Adm. Officer/Asstt. Adm. Officer (P&S Section), Indian Veterinary Research Institute, Izatnagar(U.P.)

From: Adm. Officer (P&S Section),
Indian Veterinary Research Institute, Izatnagar.

Dear Sir(s),

Sealed tenders are hereby invited on behalf of the Director, IVRI for contract of Operation and Maintenance of Incinators Job/work contract at IVRI, Izatnagar (U.P.) 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 tenders 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. 15000/- (Rupees Fifteen thousand Only) must be deposited in the form of Demand Draft/Pay Order/FDR (valid for 180 days) payable to Director IVRI, Izatnagar. The particulars of the earnest money deposited must also be super scribed on the top of the envelope by indicating the Demand Draft/Pay Order/FDR number and date. The tenders will not be considered if earnest money is not deposited with the tenders.

Signature of the renderer

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 resile from his offer or modify the terms and conditions thereof. If the tenderer fail 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 Schedules of the tenders form should be returned intact and pages should not be detached. In the event of the space provided on the schedule 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 alongwith 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. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm, if it is a company.
6. If tenderer does not accept the offer, after issue of letter of award by Institute within 10 days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.
7. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the Institute shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, if any, should be signed by the tenderer.
8. 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 "CONTRACT FOR Operation and Maintenance of Incinators at this Institute" 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 tender box, which will be kept in the Office of the Asstt. Adm. Officer (P&S Section), Indian Veterinary Research Institute, Izatnagar not later than prescribed time/date/month/year.

Signature of the tenderer

9. The rates quoted by each firm 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 authorise 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 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 07% approximately of total contract value as a security deposit for the contract 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.
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, 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 Director, Institute shall be final for any aspect of the contract and binding to 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 dispute shall be referred to the sole arbitrator to be appointed by the Director, 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/Telegram/Express letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the FAX/Telegram/Express letter etc. should be acted upon immediately.

Signature of the tenderer

17. The following documents/vouchers are required to be enclosed with the tenders form which are the terms and conditions of the tender's document :-
- a) Registration certificate of the firm for Operation and Maintenance of Incinators of the U.P Govt. /Union Govt./Relevant Authority.
 - b) Minimum turnover of the firm not less than (Rs. 5.00 Lakh) (Rupees Five Lakh) during the last financial year.
 - c) Last three years continuous experience of the firm in the field of providing such services in Central Govt. establishments/Autonomous bodies of Govt. of India/ Corporations of Govt. of India/reputed public or private organizations' provide the details in enclosed tabular form.
 - d) Certified Balance Sheet of the firm for last year of the service contract by the chartered accountant.
 - e) Duly certified copies of the satisfactory services where the Tenderer is providing the services for the last three years.
 - f) Service tax registration certificate issued by Govt. etc.
 - g) Successful Tenderer will have to enter into a detailed contract agreement with ICAR on non-judicial stamp paper of Rs. 100.00 (Rupees One Hundred) for each work.
 - h) Only those firms will be considered for financial bid who will qualify in the technical bid.
 - i) PAN and TIN Card Registration Certificate in the name of firm/proprietor.

Note: The technical bids and financial bids may be submitted in separate envelopes to be sealed and put in a main cover.

Yours faithfully,

For and on behalf of the Director
(Name and address of the Institute)

**TENDERS FOR THE CONTRACT FOR OPERATION & MAINTENANCE OF
THREE INCINATORS AT IVRI, IZATNAGAR (U.P)**

Full Name & Address of the Tenderer in :
addition to Post Box No., if any, should
be quoted in all communications to this
office
Telephone No. :
Telegraphic Address/FAX/Cellular No. :
E-Mail address :

From

.....

.....

To

The Director,
Indian Veterinary Research Institute, Izatnagar.

I/We have read all the particulars regarding the General information and other terms and conditions of the contract for **OPERATION & MAINTENANCE OF THREE INCINATORS AT IVRI, IZATNAGAR (U.P)** and agree to provide the 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 Schedule-I to this Tender and I/we agree to hold this offer open till 90 days. The rates quoted will be valid for a period of one year in the event of award of the Contract.

1. I/We shall be bound by a communication acceptance dispatched within the prescribed time.
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 pages have been added to and form a part of this Tender . The Schedules-I & II to accompany this Tender are at pages _
4. Every page so attached with this Tender bears my signature and the office seal.
5. DD/Pay Order/FDR No. _____ of Rs. _____ drawn in favour of ICAR Unit, IVRI payable at SBI, CARI Branch, Bareilly is enclosed as earnest money required.

Yours faithfully

Signature & Seal of the Tenderer

Telephone No. Office

Resi.

Mobile

Witness _____

Address _____

Occupation _____

Signature of witness to contractor's signature

Address:

Name & Signature of Witness :

Address:

Signature of the tenderer

PART -II

8. Earnest Money Deposited: Yes/No

PART – III

9. Name and Address of the firm's representative and whether the firm would be representing at the opening of the Tenders

10. Name of the Permanent Representative to be visiting IVRI, Izatnagar regarding the contract

Date : _____

Place: _____

AUTHORISED SIGNATORY

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

SCHEDULE-II

GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE CONTRACT FOR OPERATION & MAINTENANCE OF THREE INCINATORS AT IVRI, IZATNAGAR (U.P)

Scope of Work:

Operation and maintenance contract of 100 Kg. oil fired incinator, DG set and ETP install at P.M. facilities - To run the incinator 06 days per week in trouble free mode through a highly skilled and trained technical person well versed with incinator technology and day to day operator. Regular maintenance of the incinator by periodical checkup by qualified engineer of the firm. The regular trouble free running of incinator is very much needed to dispose off the carcasses of animals and poultry in a scientific manner in view of bio safety of persons /IVRI campus environment as per norm of Central/State Pollution Board .

Operation and maintenance contract of 20 Kg. oil fired incinator, MLB: To run the incinator on alternate working days in trouble free mode through a highly skilled and trained technical person well versed with incinator technology and day to day operator. Regular maintenance of the incinator by periodical checkup by qualified engineer of the firm. The alternate day trouble free running of incinator is very much needed to dispose off the hazardous biological lab and clinical wastes generated in different divisions of MLB in a scientific manner in view of bio safety of persons /IVRI campus environment as per norm of Central/State Pollution Board .

Operation and maintenance contract of 20 Kg. oil fired incinator, BP Division- To run the incinator on alternate working days in trouble free mode through a highly skilled and trained technical person well versed with incinator technology and day to day operator. Regular maintenance of the incinator by periodical checkup by qualified engineer of the firm. The alternate day trouble free running of incinator is very much needed to dispose off the hazardous biological lab and clinical wastes generated in different divisions at adjoining to BP Division in a scientific manner in view of bio safety of persons /IVRI campus environment as per norm of Central/State Pollution Board.

TERMS & CONDITIONS:

1. The contract will initially be for a period of one year from the date the contract is awarded and MOU signed by both the parties and likely to extendable to the best interest of the Institute, if necessary, at the option of the IVRI. It will be renewed and continuous activity.
2. i) The contractor shall provide well trained highly skilled & well qualified operators (Two) well versed with the incinator technology, day to day operation and capable to rectify minor defects or faults during operation to run the incinator in trouble free mode 06 days per week for 100Kg/hr and on alternate days for 20kg/hr. In case, the operator (s) goes for leave, it will be the firm's responsibility to provide substitute of equal competence for that period. Effluent treatment plant (EPT) and generator attached to the 100kg/hr cap. Incinator will also be covered in the contract.
3. During the period under contract, if any fault arises, the firm will rectify the fault immediately within hours and replace the defective parts. The job carried out should be of full satisfaction of the Institute.
4. The Institute will provide fuel, water, electricity, caustic and other minor consumables.
5. Unskilled safaiwala assistant for loading wastes and cleaning incinerator room will also be provided by the Institute.
6. The contract firm will provide highly skilled trained technical person well versed with the incinerator technology, day to day operation and capable to rectify minor defects or faults during operation.
7. The contract firm from time to time will get the analysis reports from Central Pollution Control Board /State Pollution Board to see that the parameters are within the norms of the CPCB. However, the chares for the same will be paid by the Institute.
8. No free boarding and lodging facilities will be provided by the Institute to firm operators or any other staff/representative.

9. Firm should be registered for service tax registration having valid PAN/TAN and registration number with the concerned department.
10. Payment of Annual Running & Maintenance Contract (ARMO) will be made monthly basis after ensuring the successful and satisfactory work at Nodal Officer i.e. HD/ Path. Level
11. The firm has to maintain log book for the plant daily operation & get the signature of Incharge of the plant.
12. Complete inclinator will be handed over to the firm and firm will be fully responsible for the inventory keeping. In case of any loss/theft of any inventory etc of the total plant the firm will be treated as responsible and losses will be recovered from the firm as per the decision of Competent Authority.
13. The firm will work under over all supervisions of the Incharge of the respective inclinator and take necessary instructions regarding day to day work from him.
14. No overhauling charge will be charged. Supplementary bill for spare parts should be submitted periodically.
15. In case the employee (s) employed by the contractor meet with an accident or they cause any damage to the property of the IVRI while on duty, the entire liability will be that of the contractor. In that event whatever amount that may be ascertained by the IVRI as damages will be accepted by the contractor and shall be paid by the contractor. If the contractor fails to pay the aforesaid amount then the same can be deducted by the IVRI from their bill & other wise recoverable from the contractor.
16. It is responsibility of the contractor to pay the wages and other payments payable under the prevailing act of the State or Central Government to the employees employed by the contractor. However, if the IVRI is made liable to pay any of the aforesaid amounts the same shall be reimbursed from contractor and if the contractor fails to pay the amount the same can be deducted from their bill. Immediately on expiry of the contract period the contractor will remove their employees (s) from the premises of IVRI. However, in case any employee employed by the contractor raises a claim against the IVRI the entire liability of the IVRI on this account will be borne by the contractor and whatsoever the legal and other expenses incurred by the IVRI in this regard shall be reimbursed by the contractor to the IVRI.
17. That it shall be the liability of the contractor to comply with the provisions of all the relevant Law regulations and Rules related to /applicable to this works of Operation and Maintenance of Incinators at this Institute. The contractor will also comply with provisions of all other regulation/legislation including any modifications or amendments made therein from time to time by the IVRI or State Government or any concerned authority applicable in this regard.
18. All disputes involving litigating shall be subject to jurisdiction of the competent court of Bareilly only.
19. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded
20. The persons so provided by the agency under this contract will not be the employee of the Council and there will be no employer-employee relationship between the Council and the person so engaged by the contractor in the aforesaid services.
21. After physical inspection of the site, a very detailed assessment/requirements of personnel for providing **OPERATION & MAINTENANCE OF THREE INCINATORS AT IVRI, IZATNAGAR (U.P)** shall have to be furnished alongwith the Tender. However, the Tenders should indicate only the lump-sum amount in respect of all the operation and maintenance contract covered under this contract.

- 22 The rates to be quoted should include cost of each and every item including transportation cost, manpower cost and taxes etc. The IVRI/ICAR shall not bear any extra charge on any account whatsoever i.e. EPF contribution,.
23. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/ deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the Council from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, IVRI, shall be final and binding on the contractor.
- 24 Income Tax will be deducted from the payments due for the work done as per rule.
- 25 .Risk Clause: IVRI/ICAR reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from S.D. or pending bills or by rising a separate claim

LIQUIDATED DAMAGES CLAUSE:

1. An amount equivalent to two days of contract amount. subject to a minimum of Rs. 500/- will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark in any Incinerator. It will be brought to the notice of the supervisory staff of the firm by IVRI and if no action is taken within **one hour** liquidated damages clause will be invoked.

2. Any misconduct/misbehavior on the part of the manpower deployed by the agency Will not be tolerated and such person(s) will have to be replaced immediately.

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

Signature of the tenderer

FINANCIAL BID

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

Last date of receipt of Tender :
Date of opening of Financial Bid :

To
The Director,
Indian Veterinary Research Institute, Izatnagar.

Sir,

I/We wish to submit our Tenders for providing HIGHLY SKILLED / SKILLED / SEMI-SKILLED / UNSKILLED WORK / JOB on the following rates.

Sl. No.	Particulars	Rate per Month inclusive all taxes & charges
1.	Monthly consolidated rate offered for providing SERVICES JOB in accordance with scope of work	_____ (Rs. In Figure) _____ _____ _____ (Rs. In Word)

I/We agree to forfeit 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.

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. _____

Details of the Minimum 3 years experience

Sl. No.	Name of the Deptt./Organisation & name of contact person with ph. No	Period		Remarks
		From	To	

(Authorised Signatory)

FINANCIAL BID :-

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

Last date for receipt of Tender: (time)

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

To (Name and address of the Institute)

Sir, I/We wish to submit our Tenders for THE JOB WORK/SERVICE CONTRACT FOR PROVIDING

_____ on the following rates

Sl. No.	Particular	Per Month
	Monthly consolidated rate offered for OPERATION & MAINTENANCE OF THREE INCINATORS AT IVRI, IZATNAGAR (U.P) in accordance with the highest standards of Allied Services and as per the terms and conditions specified in the Tenders including all labour, material, transportation, specially covered all acts & taxes etc. as applicable from time to time.	Rs. (In figures) Rs. (In words)

I/We agree to forfeit 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.

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.