



भाकृअनुप-केन्द्रीय रोपण फसल अनुसंधान संस्थान  
कासरगोड़ - 671124, केरल, भारत  
**ICAR-Central Plantation Crops Research Institute**  
Kasaragod 671124, Kerala, India  
(An ISO 9001:2015 Certified Institution)



Phone (Off): 04994 - 232333  
Fax: 04994 - 232322  
(EPABX) : 04994 - 232893-95  
04994 - 232090  
04994 - 232996

Email: director.cpcri@icar.gov.in  
directorcpcri@gmail.com  
Website: <https://cpcri.icar.gov.in>

F.No. 8(19)/2021/R&M-Irrigation/Estate

Date: 02.01.2024

## **Notice inviting Tender through Central Public Procurement Portal**

**Bid No: 2023\_DARE\_788385\_1**

**ICAR-CPCRI Kasaragod invites ONLINE bids for the work "Supply and Erection of 7.5Hp Pump set and UG laying cable at 29 block at ICAR-CPCRI KASARAGOD".**

Prospective Bidders may download the Tender Document from [www.cpcri.gov.in/](http://www.cpcri.gov.in/) [www.eprocure.gov.in](http://www.eprocure.gov.in). Bidders are advised to carefully go through instructions provided at 'Instructions for online Bid Submission' and submit duly filled bids online on the website [www.eprocure.gov.in](http://www.eprocure.gov.in) as per the schedule given in the Tender Document; along with an **EMD / EMD Exemption Certificate** may be remitted as per Annexure-VI, by Demand Draft in favour of ICAR Unit, CPCRI payable at Kasaragod

**DIRECTOR**

Online bids are invited through **CPP Portal** in two bid systems (i) **Technical bid** and (ii) **Financial bid** on behalf of Director, ICAR-CPCRI, Kasaragod from eligible bidder:

**Bid Start Date:** 02.01.2024/ **Bid End Date:** 08.01.2024

**Following certificates is need to be uploaded in GeM portal by the bidder for Technical evaluation (in PDF format)**

i	Self Attested copy of valid registered Civil Contractors license issued by PWD/CPWD/MES/BSNL
ii	Duly certified copies of the satisfactory service where the Tenderer is providing the services for last three years.
iii	Self Attested copy of <b>PAN card</b>
iv	Self Attested GST registration details.
v	Particulars of quoting agency - Annexure III.
vi	Tender Acceptance Letter - Annexure IV ( <b>to be given on Company Letter head</b> )
vii	Copy of EMD / EMD Exemption Certificate
viii	Details of last 3 years experience/work done - Annexure VII / Any other documents if necessary (Self Attested)

### **CRITICAL DATE SHEET**

<b>Tender No.</b>	PumpsetEstate
<b>Name of the Institute</b>	ICAR-Central Plantation Crops Research Institute, Kasaragod
<b>Place of Work</b>	ICAR-Central Plantation Crops Research Institute, Kasaragod
<b>Bid submission end date and time</b>	<b>15:30 hrs on 08.01.2024</b>
<b>Date and time for opening of technical bids</b>	<b>15.30 hrs on 09.01.2024</b>
<b>Date and Time for DD submission for EMD along with printed bid submission confirmation.</b>	<b>12:00 hrs on or before 08.01.2024</b> to the Assistant Administrative Officer (Estate), ICAR-CPCRI, Kudlu P.O, Kasaragod-671 124)
<b>Cost of Tender Form</b>	Nil
<b>Place of opening of bids</b>	ICAR-Central Plantation Crops Research Institute, Kasaragod
<b>Performance Bank Guarantee</b>	<b>In case of Successful bidder, after award of work, the bidder should have to deposit 5% of the Work order amount as security deposit within 7 days of issue of work order.</b>

#### **NOTE:**

1. The Director, ICAR-CPCRI, Kasaragod 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.

#### **Instruction for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: [www.eprocure.gov.in](http://www.eprocure.gov.in).

#### **REGISTRATION:**

Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (**url: <https://eprocure.gov.in/eprocure/app>**) by clicking on the link 'Click here to Enroll'. Enrolment on the CPP Portal is free of charge.

As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.

Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse.

Bidder then logs into the site through the secured login by entering their user ID / password and the password of the DSC / e Token.

## **SEARCHING FOR TENDER DOCUMENTS:**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / E-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS:**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use 'My Space' area available to them to upload such documents. These documents may be directly submitted from the 'My Space' area while submitting a bid, and need not be uploaded repeatedly. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS:**

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as 'offline' to pay the EMD as applicable and enter details of the instrument(s).

## **Financial bids to be submitted in XLS format.**

The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission,

All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bid encryption technology. Data storage encryption of sensitive fields is done.

The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

Upon the successful and timely submission of bids, the portal will give a successful bid submission message and a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

**ASSISTANCE TO BIDDERS:**

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the Tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24\*7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

**GENERAL INSTRUCTIONS TO THE BIDDERS:**

The tenders will be received online through portal <https://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.

Possession of Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/ e-Token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link 'Information about DSC'. Tenderers are advised to follow the instructions provided in the 'Instructions to the Tenderers for the e- Submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>.

**Annexure I: INVITATION FOR BIDS (IFB)**

1. ICAR-Central Plantation Crops Research Institute, Kasaragod Kerala is the premier Research Institution with the mandate of conducting research on Plantations Crops in the country and functioning under the administrative control of Indian Council for Agricultural Research, Ministry of Agriculture & Farmers Welfare, Government of India. ICAR-CPCRI invites **Supply and Erection of 7.5Hp Pump set and UG laying cable at 29 block at ICAR – CPCRI Kasaragod "**.
2. Contact information: ICAR-Central Plantation Crops Research Institute, Kudlu PO, Kasaragod-671124, Kerala India, Tel No.: EPABX:0091-4994232893-95 E-mail :[director.cpcri@icar.gov.in](mailto:director.cpcri@icar.gov.in), [directorpcpri@gmail.com](mailto:directorpcpri@gmail.com) / [estatecpcri@gmail.com](mailto:estatecpcri@gmail.com)
3. Double bid System – Online submission through <https://www.eprocure.gov.in/eprocure/app> : The Double bid system will be followed for this tender. In this system, bidder must submit their offer online in separate envelopes/packets as explained below:

**Online - Envelope No. 1: "Technical Bid" shall contain: (PDF format only)**

a. Scan copy of Demand Draft towards Earnest Money Deposit drawn in favour of ICAR Unit CPCRI, Kasaragod. (The original DD of Earnest Money Deposit must reach physically to the Assistant Administrative Officer (Estate), ICAR-CPCRI, Kudlu P.O, Kasaragod-671 124 before 12:00 hrs. on the due date of Tender. Physical document (EMD / Exemption Certificate) received after 12:00 hrs will not be considered under any circumstances and ensure the receipt with date and time stamp from the concerned officer.

b. **Technical bid details (in PDF format)**

i	Self Attested copy of valid registered Civil Contractors license issued by PWD/CPWD/MES/BSNL
ii	Duly certified copies of the satisfactory service where the Tenderer is providing the services for last three years.
iii	Self Attested copy of <b>PAN card</b>
iv	Self Attested GST registration details.
v	Particulars of quoting agency - Annexure III.
vi	Tender Acceptance Letter - Annexure IV <b>(to be given on Company Letter head)</b>
vii	Copy of EMD / EMD Exemption Certificate
viii	Details of last 3 years experience/work done - Annexure VII / Any other documents if necessary (Self Attested)

c. Duly filled Technical Bid with proper seal and signature of the authorized person (with name, designation, email id & contact no.)

d. A copy of Certificate of Incorporation, Partnership Deed / Memorandum and Articles of Association / any other equivalent document showing date and place of incorporation, as applicable.

e. Other documents necessary in support of eligibility criteria, brochures etc.

f. The Technical Bid along with detailed terms and conditions, complete in all respects with proper seal and signature of authorized person with name, designation, email id and contact no.

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

h. **Submit your Financial bid online and all other documents (as illustrated in Technical bid details above) need to be submitted through online and the EMD/EMD Exemption must reach physically to the Assistant Administrative Officer (Estate), ICAR-CPCRI, Kudlu P.O, Kasaragod-671 124 before 12:00 PM on the due date of Tender.**

**Envelop No.2 'Financial Bid' (In XLS format) in the item wise BOQ only.**

Note: ICAR-CPCRI, Kasaragod reserves the right to reject the bid if any of the above listed document(s) is/are not submitted.

- Last date for submission of bids **on 8th January 2024, 15:30 Hrs** at ICAR –Central Plantation Crops Research Institute, Kudlu.P.O., Kasaragod, Kerala, India, Tel No.: EPABX: 0091- 04994-232893-95 Email: [director.cpcri@icar.gov.in](mailto:director.cpcri@icar.gov.in)/[directorepcpri@gmail.com](mailto:directorepcpri@gmail.com)
- Technical bids will be opened - online **on 9th January 2024, 15.30Hrs at:** ICAR – Central Plantation Crops Research Institute, Kudlu. P.O., Kasaragod, Kerala, India, Tel No.: EPABX: 0091- 04994-232893-95 Email: [director.cpcri@icar.gov.in](mailto:director.cpcri@icar.gov.in)/[directorepcpri@gmail.com](mailto:directorepcpri@gmail.com)

**The bid must be submitted on-line and ensure that Demand Draft for EMD of Rs.7519/-(Rupees Seven thousand five hundred nineteen only) / Exemption Certificate along with printout of bid submission confirmation reach the respective office/officer physically on or before the due date and time specified in the Annexure I . The responsibility for delay delivery/non-delivery of EMD / Exemption Certificate send through post/courier solely lies with the bidder only and CPCRI, Kasaragod will not take any responsibility for resulting in disqualification / rejection of bid.**

In case bidder requires any clarifications/information, they may contact ICAR-CPCRI, KASARAGOD in between 09:00 AM – 05:30 PM in all working days (Monday-Friday).

## **Annexure II: INSTRUCTIONS TO BIDDERS (ITB)**

### **1. Locations for the Work**

The entire works as described in Schedule of Requirements must be undertaken at ICAR – Central Plantation Crops Research Institute, Kudlu. P.O., Kasaragod, Kerala, India

### **2. Order Placements:**

The Work Order shall be released by: **Director, ICAR-CPCRI KASARAGOD, KUDLU (PO), KASARAGOD – 671124, Kerala, India**

The payments shall be released by **Director, ICAR-CPCRI, KASARAGOD, KUDLU (PO), KASARAGOD – 671124, Kerala, India**

### **3. Eligibility Criteria:**

- a. The bidder should have executed similar type of orders with other Central / State /PSU /Govt. societies for a minimum of 3 years.
- b. The bidders should submit the required documents / financial instruments as stipulated in para 3 of Annexure – I.
- c. The bidder must not be blacklisted by ICAR-CPCRI, Kasaragod or any other Educational/R&D/Govt. organizations. A certificate or undertaking to this effect must be submitted.

**Note:** The bidders should provide sufficient documentary evidence to support the eligibility criteria. ICAR-CPCRI, Kasaragod reserves the right to reject any bid not fulfilling the eligibility criteria.

### **4. Amendment to Bidding Documents**

4.1 At any time prior to the deadline for submission of bids, ICAR-CPCRI, Kasaragod may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.

4.2 The amendments to the tender documents, if any, will be notified by the release of the Corrigendum Notice in print media/website. The amendments/ modifications will be binding on the bidders.

4.3 ICAR-CPCRI, Kasaragod at its discretion may extend the deadline for the submission of bids if it thinks necessary to do so or if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into consideration the amendments while preparing their bids.

### **5. Earnest Money Deposit (EMD)**

- The Earnest Money Deposit (EMD of **Rs.7519/-(Rupees Seven thousand five hundred and nineteen only)**/ Exemption Certificate) as per Annexure-VI must be submitted prior to the DUE DATE of submission of the online bid and EMD may be submitted in the form of Demand Draft in favour of ICAR unit CPCRI, KASARAGOD payable at KASARAGOD.
- The bid submitted without EMD / Exemption Certificate shall stand rejected. No interest shall be payable on EMD.
- The EMD will be returned to the bidder(s) whose offer is not accepted, within 30 days from the date of opening of Technical bid(s). In case of the bidder whose offer is accepted, the EMD will be returned on submission of Security Deposit. However if the return of EMD is delayed for any reason, no interest/ penalty shall be payable to the bidder.
- **The successful bidder, on award of contract / order, must send the contract/ order acceptance in writing, within 7 days of award of contract/ order, failing which the EMD will be forfeited and the order will be cancelled.**

## **6. Submission of Bids- Online (Technical Bid in PDF format and Financial Bid in XLS format) only.**

The bidder should quote in the BOQ, as per the details furnished in the Annexure V (Tender Schedule) and the Bid documents shall be neatly arranged while online submission of the tender. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

## **7. Deadline/mode for Submission of Bids – 15:30 hrs on 08.01.2024 through Online Only.**

**Deadline/mode for Submission of DD-- 12:00 hrs on 08.01.2024 (Must reach physically to the officer as specified in Annexure-I)**

7.1 Bids must be received by ICAR-CPCRI before the due date and time, as the address specified in the tender document.

7.2 ICAR-CPCRI may extend this deadline for submission of bids by amending the bid documents and the same shall be suitably notified in the media.

## **8. Late Bids**

ICAR-CPCRI shall not be responsible and liable for the delay in receiving the bid for whatsoever reason.

## **9. Bid Opening & Evaluation of Bids**

9.1 The technical bids will be evaluated in two steps.

- The bids will be examined based on eligibility criteria stipulated at Annexure - II to shortlist the eligible bidders.
- The technical bids of only the short listed eligible bidders shall be evaluated based on technical specifications stipulated at Annexure – I.

9.2 The bidders whose technical bid is found to meet both the requirements as specified above will qualify for opening of the Financial bid and will be informed about the date and time of the opening of the Financial bid.

9.3 The duly constituted Tender Evaluation Committee (TEC) shall evaluate the bids.

## **10. Comparison of Financial Bids**

10.1 Only the short-listed bids from the Technical bid evaluation shall be considered for Financial bid comparison.

10.2 The Financial bids will be evaluated on the basis of prices quoted. The contract will be awarded to lowest.

## **11. Award of Contract**

11.1 ICAR-CPCRI, Kasaragod shall award the contract to the eligible bidder whose Financial bid has been accepted and determined as the lowest evaluated Financial bid based on the Grand Total calculated of all items etc. of the Financial Bids.

11.2 If more than one bidder happens to quote the same lowest price, ICAR-CPCRI, Kasaragod reserves the right to decide the criteria and further process for awarding the contract, decision of ICAR-CPCRI, Kasaragod shall be final for awarding the contract.



## **शर्तें एवं निबंधन / TERMS & CONDITIONS:**

1. कार्य के लिए तैनात किए गए व्यक्ति को कैरोफअसं मुख्यालय के कार्य समय (अर्थात 9.00 पूर्वाह्न से 5.30 अपराह्न तक) के अनुसार सभी कार्य दिवसों में वर्तमान में 30 मिनट भोजन विराम के साथ कार्य करना चाहिए। आवश्यकतानुसार छुट्टि के दिनों भी कार्य करना चाहिए।

The persons posted to work should attend the work as per the CPCRI Head Quarters timings, i.e., between 9.00 a.m. to 5.30 p.m. with 30 minutes lunch break in the afternoon at present) on all working days. As and when required,, they should also work on holidays.

2. व्यक्ति जिसके साथ कार्य सौंपे गए हैं संस्थान संपत्ति को बिना कोई क्षति पहुँचाए और स्टाफ सदस्यों के साथ विक्षोभ के बिना कार्य करना चाहिए। यदि कोई क्षति पहुँचाया जाए तो वह ठेकेदार को देय भुगतान से कटौती की जाएगी

The persons entrusted with the work should carry out the work without causing any damages to the Institute property and disturbance to the staff members. In case of any damages caused, the same will be deducted from the payment due to the Contractor.

3. सेवा प्रदाता उसके द्वारा तैनात व्यक्ति के लिए सुरक्षा/ बीमा प्रदान करने का सभी उत्तरदायित्व लेना होगा। भा कृअनुप-कैरोफअसं किसी पार्टी (पार्टियों)/ किसी व्यक्ति (व्यक्तियों) जो कोई भी हो, को कोई अपमान लेख/दावा/मुकदमेबाज़ी या अन्यथा /बाध्यता/प्रतिबद्धता/देयता के लिए उत्तरदायी नहीं हो जाएगा।

The service provider shall take all responsibility and obligation for providing security/ insurance of the person engaged by him. ICAR-CPCRI, Kasaragod will not be responsible for any liable/suit/litigation or otherwise/obligation/commitment/liability to any party (ies) or person(s) whatsoever.

4. एजेंसी द्वारा तैनात किए गए कार्मिक के भाग से कोई कदाचार/अनुचित व्यवहार हो जाए तो सहन नहीं किया जाएगा और ऐसे व्यक्ति के बदले दूसरे व्यक्ति को शीघ्र ही तैनात किया जाना होगा।

Any misconduct/ misbehavior on the part of manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.

5. यदि आवश्यक पूरी सूचनाएँ नहीं दी जाती है या संविदा के अनुलग्नक में पूछे गए विवरण नहीं भरा जाता है तो संविदा उपेक्षा किए जाने में बाध्यकर हो जाएगा। संविदा या अन्य दस्तावेज़ जो संविदा से संबंधित हो व्यक्तिगत हस्ताक्षर करने से यह विनिर्दिष्ट किया जाए कि वह इस धारिता पर हस्ताक्षर करता है। (i) फर्म के एममात्र स्वत्वधारी या ऐसे स्वत्वधारियों के नियत अटर्नी के रूप में हस्ताक्षर कर रहा है। (ii) यदि फर्म के भागीदारी है तो वह फर्म के भागीदार के रूप में हस्ताक्षर कर रहा है ऐसे मामले में उसके पास भागीदारी के कारोबार से संबंधित विवाद मध्यस्थम को निदेशित करने का प्राधिकार, भागीदारी करार या मुख्तारनामे के आधार पर होना चाहिए। (iii) यदि वह कंपनी है तो फर्म के नियत अटर्नी के रूप में हस्ताक्षर कर रहा है।

The tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the Annexure 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. यदि ठेकेदार प्रस्ताव स्वीकार नहीं करता है, संस्थान द्वारा स्वीकृति का प्रस्ताव जारी करने के बाद 15 दिन के अंदर बिना कोई सूचना से प्रदान की गई स्वीकृति वापस किया गया समझा जाएगा।

If tenderer does not accept the offer, after issue of letter of award by Institute within 15 days the offer made shall be deemed to be withdrawn without any notice.

7. संविदा के अनुसरण में संविदा प्रदान करने के बाद सेवा कर या अन्य कर जो लागू हो ठेकेदार द्वारा अदा किया जाएगा और इसके संबंध में जो कुछ दावा हो भाकृअनुप-कैरोफअसं, कासरगोड़ द्वारा प्रतिपूर्ति नहीं की जाएगी। तथापि सेवा कर या अन्य कर जो समय-समय पर भारत सरकार द्वारा जारी नियम/अनुदेशों के अनुसार है सफल ठेकेदार के त्रैमासिक बिल से कटौती की जाएगी।

Service tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by the contractor and ICAR-CPCRI, Kasaragod will not entertain any claim whatsoever in this respect. However the service tax or any other tax which is as per the rules of the Govt. shall be deducted at source from Quarterly bills of the successful tenderer, as per rules/instructions made applicable from time to time by Government.

8. कोई न्याय संगत कारण के लिए संविदा की अवधि समाप्त करने या संस्थान के हितानुसार लंबित करने का अधिकार निदेशक, कैरोफअसं पर आरक्षित है जो ठेकेदार को सूचित करने की अनिवार्यता नहीं है।

Director, ICAR-CPCRI, Kasaragod 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.

9. संविदा की स्वीकृति संस्थान द्वारा संचार की अन्य कोई विधियों द्वारा सूचित किया जाएगा। यथाशीघ्र स्वीकृति का औपचारिक पत्र और संविदा का कार्य आदेश अग्रेषित किया जाएगा लेकिन फैक्स/पत्र आदि में दिए गए पूर्व अनुदेश पर तत्काल कार्य किया जाएगा।

Acceptance by the Institute will be communicated by 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/letter etc. should be acted upon immediately.

10. ठेकेदार द्वारा बोली के साथ किसी कर्मेस्थित बैंक से भाकृअनुप एकक, कैरोफअसं, कासरगोड़ के नाम पर आहरित और भारतीय स्टेट बैंक, कैरोफअसं, शाखा, कासरगाड़ 671124 में देय Rs.7519/- का बयाना जमा राशि का आदाता खाता डिमांड ड्राफ्ट देना होगा जो बोली की वैधता के उपरांत 90 दिनों के लिए वैध हो इस संस्थान में 08.01.2024 दिनांक 12.00 बजे मध्याह्न तक प्रस्तुत किया जाना है। बयाना जमा राशि डिमांड ड्राफ्ट के पीछे संविदा की संख्या और संविदा संदर्भ संख्या प्रस्तुत की जानी है। डिमांड ड्राफ्ट के रूप में लिया गया बयाना जमा राशि का स्कान किया गया पीडीएफ रूप ई-टेंडर के लिफाफा -1 में सम्मिलित किया जाना चाहिए। ई एम डी/ई एम डी छूट प्रमाण पत्र के बिना स्वीकृति का तिरस्कार किया जाएगा। सफल बोली वालों के साथ आदेश प्रस्तुत करने के बाद असफल बोली लगाने वालों का ई एम डी वापस किया जाएगा। यदि बोली लगाने वाला अपनी बोली के आधार पर आदेश स्वीकार करने में चूक जाए या कार्य जारी करने में चूक जाए तो ई एम डी जब्त किया जाएगा।

The Contractor should furnish an Earnest Money Deposit of **Rs.7519/-** along with bid in the form of Account Payee Demand Draft from any of the Commercial banks in favour of "ICAR Unit, CPCRI, Kasargod" payable at State Bank of India, CPCRI, Branch, Kasargod – 671 124 valid for 90 days beyond the validity of bid is to be submitted to this office on or **before 08.01.2024 (12.00 hrs.)**. Name of the Tender and Tender reference number has to be furnished behind EMD. **In case of Exemption, necessary certificate has to be submitted by the bidder.** The scanned copy of Earnest Money Deposit by way of Demand Draft in PDF form should be included in Cover – 1 of the E-Tender. **The offers without EMD / EMD Exemption certificate will be rejected.** The EMD will be returned to the unsuccessful bidders after the orders are placed with the successful bidder. The EMD will be forfeited if the bidder fails to accept the order based on his/her bid or fail to carry out the work.

11. संविदा के किसी भी पहलू के लिए संस्थान के निदेशक महोदय का निर्णय अंतिम होगा और सभी पार्टियों के लिए बाध्य होगा। यदि किसी भी संविदा पर विवाद आ जाए तो आपसी चर्चा कर उसके स्तर पर ही निपटान

किया जाएगा चूक जाने से विवाद निदेशक, भाकृअनुप-कैरोफअसं द्वारा नियुक्त मुख्य माध्यस्थ को उल्लिखित किया जाएगा। ऐसे नियुक्त मुख्य माध्यस्थ का निर्णय अंतिम होगा और पार्टियों पर बाध्य होगा। मध्यस्थता एवं संविधान अधिनियम 1996 द्वारा मध्यस्थता कार्यविधियाँ शासित किया जाएगा।

Decision of Director of this Institute shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any on the contract will be settled at his/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, ICAR-CPCRI, Kasaragod. 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.

12. कार्य की स्वीकृति की सूचना प्राप्त करने के सात दिनों के अंदर ही सुरक्षा जमा के रूप में उद्घृत किए गए कुल राशि के 5 प्रतिशत जमा किया जाना है।

**5% of the total amount quoted has to be deposited at this office as Performance Bank Guarantee (Security Deposit) within seven days of intimation of the award of the work.**

13. यदि कार्य संतोषजनक स्तर तक नहीं पाया जाए तो निदेशक, भाकृअनुप-कैरोफअसं, कासरगोड के विवेक के अनुसार संविदा समाप्त किया जाएगा।

The contract will be discontinued at the discretions of the Director, ICAR-CPCRI, Kasaragod, if the work is not up to satisfaction.

14. एजेंसी/ठेकेदार द्वारा तैनात किए गए कार्मिक के विरुद्ध कोई पुलिस रिकॉर्ड/अपराधी मामला नहीं होना चाहिए। एजेंसी/ठेकेदार द्वारा उसके द्वारा तैनात किए जाने वाले व्यक्तियों का स्वभाव/ पूर्व वृत्त के बारे में पर्याप्त पूछताछ किया जाना होगा।

The personnel deployed by the Agency / Contractor should not have any police records/criminal cases against them. The Agency / Contractor should make adequate enquiries about the character and the antecedents of the persons whom they are deploying.

15. केंद्रीय और राज्य सरकार के सभी अधिनियम और नियम, आदेश, सांविधिक निकाय, न्यायाधिकरण जिसे न्याय अधिकार या प्राधिकार है, जो किसी भी तरह उसके द्वारा नियोजित स्टाफ को और कार्य जारी करने से संबंधित किसी पर प्रभावित हो जाए, पर स्वयं सूचना प्राप्त की जाए। स्थानीय निकाय और अन्य सांविधिक निकाय द्वारा निर्धारित सभी नियम/विनियम और कानून का पालन कार्य निष्पादन की अवधि में ठेकेदार द्वारा किया जाएगा

The contractor shall keep himself fully informed of all acts and laws of the Central and State Government, all orders, decrees of statutory bodies, tribunal having jurisdiction or authority, which in any manner may affect their engaged or employed staff and anything related to carry out the work. All the rules & regulations and laws laid down by the local bodies and any other statutory bodies shall be adhered to, by the contractor, during the execution of work.

16. भाकृअनुप-कैरोफअसं, कासरगोड को कोई देनदारी, वित्तीय या अन्यथा इस संस्थान के कार्य निष्पादन की अवधि में फर्म द्वारा नियुक्त जनशक्ति/यंत्र समूह को हुई किसी हानि/क्षति/चोट के लिए नहीं होगा। इस अवस्था में ना तो फर्म ना ही कार्यकर्ताओं को कोई क्षतिपूर्ति या वित्तीय सहाय का दावा कैरोफअसं, कासरगोड पर नहीं होगा। कर्मचारी क्षतिपूर्ति अधिनियम के अधीन निम्नतम मज़दूरी, कर्मचारी भविष्य निधि, कर्मचारी राज्य बीमा का भुगतान सीधे फर्म द्वारा विद्यमान अधिनियम/आदेश के अनुसार लागू कर्मचारी भविष्य निधि, कर्मचारी राज्य बीमा द्वारा अनुरक्षित सभी कार्यकर्ता लेखा को सीधे भुगतान करने को उत्तरदायी होगा। मज़दूरी की मामले में या कोई सेवा परिस्थिति में फर्म/ठेकेदार और जनशक्ति के बीच कोई विवाद आ जाए वह एजेंसी और तैनात कार्यकर्ताओं द्वारा अपने आप निपटाया जाएगा। कैरोफअसं, कासरगोड ऐसे विवाद का कोई पार्टी नहीं होगा। सभी अधिनियम और सरकार अनुदेशों के प्रावधान के साथ

अनुपालन करना फर्म/ठेकेदार का उत्तरदायित्व होगा। सामान्य में नियोजित बल के विषय में और ब्यौरे पर कार्य के लिए लगाए गए कार्मिकों के कल्याण के संबंध में यदि कोई सांविधिक प्रावधान का किसी स्थिति का उल्लंघन किया जाता है तब निष्पादन सुरक्षा का जब्त किया जाए और फर्म/ठेकेदार को काली सूची में डाला जाएगा।

The ICAR-CPCRI, Kasaragod shall have no liability, financial or otherwise, for any harm / damage /injury caused to the manpower / machinery deployed by the firm in the course of performing work of this Institute. Neither the firm nor his workers shall have any claim on the CPCRI, Kasaragod for compensation or financial assistance on this account. The firm shall be responsible for payment of minimum wages, EPF, ESI and liabilities under employees compensation act etc. directly to all workers account maintained by EPF and ESI as per prevailing Acts / Orders as applicable. If any dispute arises between the firm / contractor and its manpower in the matter of wages or any service conditions the same will be settled amongst the agency and the workers engaged by it themselves. CPCRI, Kasaragod no case shall be a party to such a dispute. It shall be the responsibility of the firm / contractor to comply with the provision of all Acts and Government instructions. If any statutory provision of any statute is violated in general concerning the force employed and in regard to Welfare of the personnel engaged for the work on particulars, then the performance security will be confiscated and firm/contractor will be blacklisted.

17. **जोखिम शर्त:** यदि सेवा असंतोषजनक पाया जाता है तो कारण बताओ नोटिस जारी करेगा जिसका जवाब एक हफ्ते के अंदर दिया जाना होगा, किसी भी समय पर सेवा बंद करने का अधिकार भाकृअनुप-केंरोफसं पर आरक्षित है। और वर्तमान एजेंसी का जोखिम और मूल्य पर अन्य कोई एजेंसी को संविदा देने का अधिकार है और इसके कारण किए गए अतिरिक्त व्यय सुरक्षा जमा से या निपटान बिल से या प्रत्येक दावा उठाकर वसूल किया जाएगा।

**Risk Clause:** ICAR-CPCRI, Kasaragod 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 Security deposit or pending bills or by raising a separate claim.

18. कार्य के समय ठेकेदार द्वारा नियोजित व्यक्ति को हुए चोट और दुर्घटना के लिए ठेकेदार उत्तरदायी होगा। यह वांछनीय है कि सभी कर्मचारी बीमा रक्षा के अधीन और विभिन्न उपबंध और नियमों के अनुसार वह नियंत्रण किया जाता है।

The contractor shall be responsible for all injury and accident to persons employed by him while on duty. It is desirable that all employees are covered under an insurance cover and as per various acts and laws governing the same.

19. ठेकेदार द्वारा नियोजित किए गए कार्मिक को कभी भी केंरोफअसं के कर्मचारी के रूप में विचार नहीं किया जाएगा और केंरोफअसं, कासरगोड की सेवा में नियमित किए जाने हेतु कोई दावा नहीं करना होगा। कार्यकर्ता एजेंसी/ठेकेदार का कर्मचारी रहेगा और एजेंसी का एकमात्र उत्तरदायित्व होगा। इसलिए सेवा प्रदाता का कर्मचारी और संस्थान के बीच कोई मास्टर-नौकर संबंध नहीं है। और आगे सेवा प्रदाता का उक्त कार्मिक इस कार्य के लिए उसका नियोजन के कारण कोई रोजगार या इस संस्थान में आमेलन के लिए दावा नहीं करना होगा।

**The personnel engaged by the contractor shall be at no time, be treated as the employees of CPCRI, and also shall have no claim to be regularized in the service of CPCRI, Kasaragod.** The worker will remain the employees of the Agency / contractors and will be the solely responsibility of the agency. Therefore, there is no master and servant relationship between the employees of the service provider and this Institute and further that the said personnel of the service provider shall not claim for any employment or absorption in this Institute by virtue of their engagement for this work.

20. सेवा प्रदाता का कार्मिक किसी भी व्यक्ति से कार्यालय का विवरण, प्रचालन प्रक्रिया, तकनीकी जानकारी, सुरक्षा व्यवस्थाएँ, प्रशासनिक और संगठनात्मक मामलें जो कि ये सब गोबनीय प्रकृति का है , नहीं प्रकट करना होगा । सेवा प्रदाता यह सुनिश्चित करना होगा कि एजेंसी/ठेकेदार का किन्हीं भी व्यक्ति भा कृअनुप-कैरोफअसं, कासरगोड़ के विभिन्न कमरों में किसी भी प्रकार के निजी कार्य के लिए प्रवेश नहीं करेगा ।

The Service provider's personnel shall not divulge or disclose to any person any details of office, operation process, technical know-how, security arrangements administrative and organizational matters as all of these are confidential in nature. The Service provider shall ensure that none of the employees of the Agency / Contractor shall enter into any kind of private work at the different rooms of ICAR-CPCRI, Kasaragod.

21. सेवा प्रदाता यह सुनिश्चित किया जाए कि कार्यालय परिसर में उसके द्वारा नियोजित कार्मिकों का आचरण उचित है और मादक पेय/नशीले पदार्थ का उपयोग/ पैन और तम्बाकू पीना/ धूम्रपान, मोबाईल फोन /ईयर फोन का उपयोग/गीत सुनना और बिना कार्य कर घूमना आदि के निषेध के लिए प्रवर्तन करें ।

The Service provider shall ensure proper conduct of its personnel in office premises and enforce prohibition of consumption of alcoholic drinks / drugs /chewing of pan & tobacco /smoking, using mobile phone / ear phone and listening music and loitering without any work.

22. फर्म का कार्य और/उसके कर्मचारी के कारण भाकृअनुप-कैरोफअसं, कासरगोड़ संपत्ति को यदि कोई क्षति हो जाए और एजेंसी/फर्म द्वारा ठीक करा दिया जाएगा । और इस संबंध में संस्थान का निर्णय अंतिम और बंधक होगा ।यदि कर्तव्य की कोई अवहेलना, घोर उपेक्षा हो जाए, ठेकेदार/या उसके स्टाफ द्वारा पहुँचाई गई अनभिप्रेत क्षति/नष्ट या अन्यथा कोई हानि भाकृअनुप-कैरोफअसं, कासरगोड़, उसकी संपत्ति , नामित अधिकारी या कर्मचारी को हुई है तो नष्ट को ठीक करने में ठेकेदार बाध्य होगा या भाकृअनुप-कैरोफअसं, कासरगोड़ के साथ प्रतिपूर्ति अदा करना, कानूनी/न्यायिक कार्यवाही व्यय चुकाना तथा अर्थदंड अदा करना, जो अनुरूप समझा जाए ।

The damage caused, if any, to ICAR-CPCRI, Kasaragod property through the acts of the firm and / or by its employee shall be made good by the Agency / firm and decision of this Institute in this regard shall be final / binding. Incase of any dereliction of duty, gross neglect and unintended damage / loss caused by contractor or its staff or otherwise any harm done to the ICAR-CPCRI, Kasaragod, its properties its designated officials or other employees, the contractor shall be liable to make good the loss or pay compensations, refund expenditure legal / judicial proceedings as well as pay penalty with the Director, ICAR-CPCRI, Kasaragod may deem, fit.

23. निदेशक, भाकृअनुप-कैरोफअसं ने यह सूचित किया है कि श्रम नियम/कंपनी अधिनियम, कर कटौती देयता,उसके कर्मचारियों के कल्याण कार्यवाही सहित भूमि से संबंधित सभी नियमों का पालन करेगा और अन्य सभी दायित्व जो ऐसे मामलों में लाभ उठाएँ और इसमें अनिवार्य रूप से गणना और निश्चित नहीं किया गया है, फर्म/ठेकेदार पालन करेगा । यद्यपि कोई ऐसे दायित्व विशेष रूप से ठेकेदार का उत्तरदायित्व हो जाएगा, वह चोहे जो भी हो भाकृअनुप-कैरोफअसं, कासरगोड़ के साथ किसी भी प्रकार से संबद्ध नहीं होगा ।

The Director, ICAR-CPCRI, Kasaragod informed the Firm / The Contractor shall abide by all laws of the land including labour laws, company act, tax deduction liabilities, welfare measures of his employees and all other obligations that enjoy in such cases and other not essentially enumerated and defined therein. Though any such onus shall be exclusive responsibility of the contractor, and it shall not involved ICAR-CPCRI, Kasaragod in any way whatsoever.

24. कार्यकर्ता जो अपना कार्य निष्पादन में चूक जाता है और संविदा की शर्तें एवं निबंधनों का भंग करता है , ठेकेदार से उस कार्यकर्ता को कार्य अंत करने की आवश्यकता पूछने का अधिकार भा कृ अनु प -कैरोफअसं पर आरक्षित है । और फर्म/ठेकेदार को उसके लिए अनुबंध समयावधि में आवश्यक कार्रवाई करनी चाहिए ।चूक जाने से संविदा बंद करना होगा और फर्म/संविदा को आगे संविदा दर उद्दत करने में कालीसूची में डाला जाएगा

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The ICAR-CPCRI, Kasaragod reserves the right to ask and requires the contractor to terminate the employee if he/she failed to perform his/her duty / break the rules & regulation of the contract, and the Firm / Contractor should take necessary action for the same in the stipulated time period, failing which leads termination of Contract and blacklisting the Firm / Contractor for further tendering of this Institute.

25. एजेंसी/ठेकेदार अपने कर्मचारियों के अच्छे आचरण और आचार में उत्तरदायी हो जाएगा। यदि एजेंसी/ठेकेदार का कोई कर्मचारी भाकृअनुप-कैरोफअसं के स्टाफ सदस्य या भाकृअनुप-कैरोफअसं में कार्यरत एजेंसी के अन्य स्टाफ के साथ दुराचरण पाया जाए तो एजेंसी/ठेकेदार तुरंत ही ऐसे कर्मचारियों को अपना स्वयं दायित्व / उत्तरदायित्व में तत्काल लौटाएगा।

The agency / contractor shall be responsible for the good conduct and behavior of his/her employees. If any employee of the agency / contractor is found misbehaving with ICAR-CPCRI staff or other staff of agencies working in ICAR-CPCRI, Kasaragod, the agency / contractor shall immediately withdraw such employees forthwith at their own risk, responsibility and liability.

26. किसी भी स्थिति में सेवा प्रदाता अपने कर्मचारियों को केंद्रीय श्रम आयुक्त का राज्य सरकार द्वारा समय – समय पर ऐलान किया गया निम्नतम अनिवार्य दर से कम वेतन प्रति दिन प्रति महीना अदा नहीं करेगा। एन ई एफ टी के माध्यम से कार्यकर्ताओं के लेखा में सीधे भुगतान किया जाना चाहिए। और एन ई एफ टी विवरण की प्रतिलिपि त्रैमासिक बिल के साथ संलग्न किया जाना चाहिए।

The Service provider shall in no case pay his employees less than the minimum mandatory rates per day / month as announced by the State Government of Central Labour Commissioner from time to time. The payment should be made directly in to the bank A/c of the worker through NEFT and copy of the statement of NEFT should be enclosed with the quarterly bill.

27. कैरोफअसं को दी गई सेवा के कारण संबंधित सांविधिक प्राधिकारों को समय - समय पर संविदाकर्ता एजेंसी द्वारा कोई कर, उगाही, सेसआदि जमा करने के लिए बाध्य है।

The tendering agency shall also liable for depositing any taxes, levies, cess etc. on account of service rendered by it to the CPCRI, Kasaragod to the statutory authorities concerned from time to time.

28. टी डी एस आयकर विभाग के उपबंधों, समय –समय पर यथा संशोधित, के अनुसार कटौती की जाएगी। और इसके प्रभावी एक प्रमाणपत्र एजेंसी/ठेकादार को प्रदान करेगा।

**Tax at source (TDS)** shall be deducted as per the provision of the **Income Tax Department**, as amended from time-to-time and a certificate to this effect will be provided to the Agency / contractor.

29. समुचित नियम के अधीन कोई सांविधिक/ कर-निर्धारण देयता के साथ यदि सेवा प्रदाता/एजेंसी अनुपालन करने में चूक हो जाए, और उसके परिणामस्वरूप संस्थान को किसी नष्ट/मौद्रिक बाध्यता या अन्यथा, बकाया बिल से या एजेंसी का निष्पादन सुरक्षा जमा से नष्ट की सीमा तक/मौद्रिक निबंधन दायित्व में संस्थान प्रतिपूर्ति के लिए स्वयं हकदार हो जाएगा।

In case, the service provider / Agency fails to comply with any statutory /taxation liability under appropriate law, and as a result thereof the Institute is put to any loss /obligations monetary or otherwise, the Institute will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss / obligation in monetary terms.

30. एजेंसी /ठेकेदार संविदा के अधीन कोई संविदा-दायित्व पालन करने के लिए कोई उप-संविदा की नियुक्ति नहीं करेगा। ऐसी स्थिति में करार अवैध घोषित किया जाएगा और ठेकेदार का ऐसा कार्य संविदा-भंग माना जाएगा और परिणामस्वरूप उसका सुरक्षा जमा जब्त किया जाएगा और संविदा समाप्त किया जाएगा।



The Agency/Contractor shall not appoint Sub-Contractor to carry out any obligation under the contract and under such case agreement will be declared as void and such act of contractor will be taken as breach of contract and resultantly his Security deposit shall be forfeited and contract shall be terminated.

31. कार्यनिष्पादन के लिए ठेकेदार द्वारा नियोजित किए जाने वाले कार्यकर्ताओं/पर्यवेक्षकों की मजदूरी और अन्य सेवा शर्तों के अनुसरण में ठेकेदार उसका सभी कानूनी दायित्व का पालन करेगा और सभी नियम – विनियम और समय समय पर उसके लिए लागू नियमों का प्रावधान का अनुपालन करेगा।

The contractor will discharge all his legal obligation in respect of the workers / supervisors to be employed/deployed by him for the execution of the work in respect of their wages and other 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.

32. ठेकेदार द्वारा नियोजित कर्मिकों में किसी को सुरक्षा जोखिम, असमर्थता, अधिकार का विरोध, गोपनीयता का भंग, के कारण इस संस्थान को अस्वीकार्य है या ठेकेदार उसको गलत आचरण के कारण कैरोफअसं के किसी स्टाफ सदस्य से लिखित सूचना प्राप्त करने पर तत्काल प्रतिस्थापित करेगा और बिना देरी उचित प्रतिस्थापन प्रदान करेगा।

The Service provider shall replace immediately any of its personnel, if not unacceptable to this Institute because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving a written notice from any staff of CPCRI, Kasaragod and also provide suitable replacement without delay.

33. भाकृअनुप-कैरोफअसं, कासरगोड से स्वीकृति पत्र प्राप्त करने के बाद चुने गए एजेंसी/सफल ठेकेदार द्वारा सुरक्षा जमा के रूप में संविदा राशि का 5 प्रतिशत जमा किया जाना है। जमा करने में चूक जाने से बयाना जमा जब्त किया जाएगा। संविदा का स्वीकृति पत्र ठेकेदार स्वीकार नहीं करेगा तो स्वीकृति पत्र जारी करने के 15 दिन के अंदर बिना सूचना स्वीकृति वापस किया गया माना जाएगा और बयाना जमा राशि जब्त किया जाएगा।

**An amount of 5% tendered amount as a Security deposit** for the contract is to be deposited by the selected agency / successful Tenderer only after receiving a communication from ICAR-CPCRI, Kasaragod. In the event of non-deposition of the same the earnest money will be forfeited. If Tenderer does not accept the offer after issue of letter of award by Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice and EMD will be forfeited.

34. भारत सरकार का अद्यतित अधिसूचना के अनुसार लागू या लागू होनेवाला जी एस टी या अन्य कर संविदा प्रदान करने के बाद इस संविदा के अनुसार ठेकेदार द्वारा अदा किया जाएगा और इसके अनुसरण में जो भी हो कोई दावा संस्थान ग्रहण नहीं करेगा। तथापि सरकार के नियमानुसार सेवा कर या अन्य कर सफल ठेकेदार के त्रैमासिक बिल से कटौती की जाएगी।

**GST or any other Tax applicable or made applicable as per the latest notification of Govt. of India after awarding the contract in respect of this contract shall be payable by the contractor and this 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 quarterly bills of the successful Tenderer, as per rules / instructions made applicable from time-to-time by Govt.

35. बीजक में बीजक संख्या, फर्म / ठेकेदार का पता, जी एस टी, जी एस टी संख्या (फार्म और भाकृअनुप-कैरोफअसं, कासरगोड दोनों) स्थायी लेखा संख्या, बैंक विवरण, सेवा विवरण, सेवा खर्च आदि प्रत्येक रूप से सूचित किया जाना चाहिए।

The Invoice should contain, invoice number, address of the firm / contractor, details of all taxes including GST, GSTIN (both firm and ICAR-CPCRI, Kasaragod), PAN and Bank details, service description, service charge etc should be indicated separately.

36. नियम के अनुसार किए गए कार्य के लिए देय भुगतान से आयकर की कटौती की जाएगी।

Income tax will be deducted from the payments due for the work done as per rules.

37. ठेकेदार केवल प्रौढ श्रमिकों को तैनात करना है। बाल श्रम का रोजगार संविदा समाप्त करने का कारण हो जाएगा

The contractor must employ adult labour only. Employment of child labour may lead to the termination of the contract.

38. संविदा इस शर्त के अधीन दिया जाता है कि समय – समय पर लागू इस संविदा से संबंधित केंद्रीय/राज्य सरकार का सभी नियम और अधिनियम के साथ संविदा की सभी शर्तों का अनुपालन करेगा।

The contract is subject to the condition that the conditions in the tender will comply with all the law and acts of Central/State Govt. relating to this contract applicable from time to time.

39. स्वीकृति हेतु नब्बे दिनों की अवधि के लिए क्वेटेशन खोलता ही रहना चाहिए। उक्त अवधि के पहले यदि कोई ठेकेदार अपना संविदा वापस किया या संविदा की शर्तें एवं निबंधनों में कोई परिवर्तन करता है जो विभाग के लिए स्वीकार्य नहीं है, निदेशक को कोई अन्य अधिकार के पूर्वाग्रह या उपचार के बिना पूर्ण रूप से बयाना जमा राशि जब्त करने की स्वतंत्रता है।

The quotation should remain open for acceptance for a period of 90 days. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tenders which are not acceptable to the department, then the Director shall, without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely.

40. उसके भाग में अनुबद्ध शर्त लगाने के विचार में संविदा देने के लिए ठेकेदार को अनुमति दी जा रही है कि संविदा प्रस्तुत करने के बाद, उसको प्राप्त की गई स्वीकृति प्रस्ताव वापस नहीं लेना होगा या शर्तें एवं निबंधनों का परिवर्तन नहीं करेगा। पूर्वगत अनुबद्ध शर्तें देखने और अनुपालन में यदि ठेकेदार चूक जाए तो संस्थान द्वारा उपर्युक्त बयाना जमा राशि जब्त किया जाएगा। संस्थान द्वारा प्रदान की गई प्रस्ताव की स्वीकृति नहीं की जा रही है तो ठेकेदार द्वारा जमा किया गया बयाना जमा राशि संस्थान द्वारा निर्धारित तरीके से उसको लौटा दी जाएगी।

The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not take back 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 in the manner prescribed by the Institute.

41. भाकृअनुप-कैरोफअसं निम्नतम या किसी अन्य संविदा स्वीकार करने में बाध्य नहीं है और संविदा पूर्ण रूप में या अंशिक रूप में स्वीकार करने का स्वतंत्र अधिकार है। फर्म को पूर्ण या किसी भाग का बोली लगाने की स्वतंत्रता है या संविदा में यह बताना है कि यदि संविदा पूर्ण रूप से विचार किया जाता है तो उद्दत दर केवल लागू होगा। अन्य सशर्त संविदा का स्वीकार नहीं किया जाएगा।

The ICAR-CPCRI, Kasaragod is not bound to accept the lowest or any other tenders and also reserves to itself the right of accepting the tenders in whole or in part. The firms are however at liberty to bid 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.

42. संविदा प्रदान करने के बाद संविदा के अनुसरण में माल एवं सेवा कर या किसी अन्य लागू कर या लागू किए जाने वाला कर ठेकेदार द्वारा अदा किया जाएगा। इसके अनुसरण में किसी दावा, जो भी हो भाकृअनुप ग्रहण नहीं करेगा। तथापि आयकर या किसी अन्य कर जो भी हो सरकार के नियमानुसार हो, सरकार द्वारा समय समय से लागू नियम/अनुदेश के अनुसार सफल ठेकेदार के त्रैमासिक बिल से कटौती की जाएगी।

Goods and Service Tax (GST) or any other tax applicable or made applicable after awarding the contract in respect of the contract shall be payable by contractor and **ICAR will not entertain any**



**claim whatsoever in this respect.** However the income tax or any other tax which is as per the rules of the Govt. shall be deducted at source from quarterly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.

43. कार्य शुरू करने के पहले और समय-समय पर ठेकेदार द्वारा नियुक्त प्रत्येक कार्यकर्ताओं का पूरा विवरण, विधिवत अनुप्रमाणित फोटो के साथ उनके पूर्ववृत्त सत्यापन आदि ठेकेदार प्रदान करेगा। संविदा श्रम((नियमन एवं उन्मूलन अधिनियम) 1970 के अधीन श्रम विभाग को उसके द्वारा प्रदान की गई विवरणियों की एक प्रति वह पृष्ठांकित करेगा

The contractor shall provide full particulars of each employee including their antecedents verification etc., employed by him along with photograph duly attested before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the labour department under the contract labour (Regulation and Abolition) Act 1970.

44. ठेकेदार द्वारा नियोजित कार्यकर्ता को या पार्टी कोई क्षतिपूर्ति अदा किया है तो ठेकेदार से भाकृअनुप का कार्यालय ज्ञापन सं प्रशा 22(6)/2018/ स्थापना III दिनांक 31.07.2018 द्वारा जारी मार्गदर्शन के अनुसार वसूल की जाएगी।

**Any compensation paid to the worker or parties hired through Contractor, shall be recovered from the Contractor as per the guidelines issued by ICAR vide O.M No. Admn-22(6)/2018-Estt.III dated 31.07.2018.**

45. **Defects liability period:** Performance Security will be released without any interest after 60 days from the liability period of 06 months from the date of completion of the work provided that the contractor has attended to all the complaints informed to him within the liability period.

## **तरल क्षतियाँ शर्त LIQUIDATED DAMAGE CLAUSE**

संविदा राशि के दो दिन का समतुल्य राशि तरल क्षति के रूप में प्रति दिन बशर्ते कि निम्नतम प्रति महीना 5% चन्दा लगाया जाएगा। जब और जहाँ भी किसी भी अनुभाग में सेवाएँ संतोषजनक नहीं /मार्क तक नहीं पाया जाता है, संस्थान द्वारा फार्म के पर्यवेक्षक स्टाफ के नोटिस में लाया जाएगा और यदि एक घंटे के अंदर कोई कार्रवाई नहीं की जाएगी तो तरल क्षति शर्त आह्वान किया जाएगा।

An amount equivalent to two days of contract amount, subject to a minimum of 0.5% per month will be levied as liquidated damage. Whenever and wherever it is found that the work is not up to the mark in any section, it will be brought to the notice of the supervisory staff of the firm by the Institute and if no action is taken within One Hour liquidated damages clause will be invoked.

एजेंसी द्वारा तैनात किए गए जनशक्ति के भाग पर कोई कदाचार /दुर्व्यवहार है तो उसका सहन नहीं किया जाएगा और ऐसे व्यक्तियों को तुरंत ही प्रतिस्थापित किया जाना होगा।

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.

सांविधिक प्रावधानों के अधीन वेतन /मज़दूरी से कटौती की जाने वाली प्रत्येक कर्मचारी की भविष्य निधि का विवरण नियोक्ता के अंशदान के साथ इलेक्ट्रॉनिक चेलान तथा रिटर्नर्स के प्रपत्र में प्रस्तुत किया जाना चाहिए। उसके बाद ई पी एफ वेबसाइट से प्राप्त ई चेलान प्रस्तुत किया जाना है। क्योंकि सभी सार्वजनिक और गैर-सरकारी क्षेत्रों के लिए वितरित जनशक्ति से संबंधित ठेकेदार का समेकित ईसीआर अधिक स्थूल हो जाएगा और आहरण एवं संवितरण अधिकारी के स्तर पर भ्रम /अत्यधिक समय और ऊर्जा उपभोग होगा इसलिए ठेकेदार का भुगतान रिलीज़ करने के पहले प्रत्येक कार्यालय में नियुक्त जनशक्ति के संबंध में उपर्युक्त कथितानुसर प्रत्येक ई सी आर और ई चैलान प्रस्तुत किए जाने की आवश्यकता है।

Under the statutory provision, employee wise details of PF dues deducted from the salary/ wages of the employees along with employer's share should be submitted in the form of electronic challan cum return (ECR), thereafter, the generated e- challan from the EPF website is to be submitted. Since the consolidated ECR of the contractor regarding manpower supplied to all public and private sectors will be very bulky and will create confusion/ excessive time and energy consumption at the level of DDOs, hence separate ECR's and a separate e- challan as stated above with respect to the manpower deployed in the particular office is required to be submitted before release the payments to the contractor.

बिना किसी कारण बताए संविदा पूर्ण रूप में या अंशिक रूप में ई- संविदा तिरस्कार करने का अधिकार निदेशक, भाकृअनुप-कैरोफअसं, कासरगोड पर आरक्षित है। संविदा के अधीन निहित किसी भी शर्त के अनुसरण में ठेकेदार/एजेंसी पर निदेशक का निर्णय अंतिम और बाध्यकर होगा।

The Director, CPCRI, Kasaragod reserves the right to reject any or all E - Tenders in whole or in part without assigning any reasons thereof. The decision of Director shall be final and binding on the contractor/agency in respect of any clause covered under the contract.

### ANNEXURE III: PARTICULARS OF QUOTING AGENCY

- 1) Name of the Agency :
- 2) Full address with Phone No., E - mail etc :
- 3) Name of the Proprietor :
- 4) PAN No. /Circle/ Ward :
- 5) Earnest money deposited with No. dated :
- 6) EPF Registration No. :  
(Enclose self attested copy)
- 7) ESI Registration No. :  
(Enclose self attested Copy)
- 8) Labour license for the work from the office :  
of Central/State Govt. Labour Department  
(Enclose self attested copy)
- 9) Details of work experience in Central/State :  
Govt. establishments//Autonomous  
bodies/ Corporation (enclose self  
attested copy)
- 10) Name, A/c. No, IFSC code :  
and full address of your Bank
- 11) Name of the permanent Representative to be :  
visiting ICAR- CPCRI, Kasaragod regarding  
the contract.
- 12) Any other information required :

Date

:Place

:

AUTHORISED SIGNATORY

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

**ANNEXURE IV: TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

Date:

To:

The Director  
ICAR- Central Plantation Crops Research Institute  
Kudlu (PO)  
Kasaragod-671124  
Kerala

Dear Sir,

I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: [www.cpcri.gov.in](http://www.cpcri.gov.in) / [www.eprocure.gov.in](http://www.eprocure.gov.in), etc.; as per your NIT / advertisement, given in the above-mentioned website(s).

The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.

I / We hereby unconditionally accept the tender conditions of above mentioned tender document(S) / corrigendum(s) in its totality / entirety.

I / We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/Public sector undertaking.

I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the fully said earnest money deposit absolutely.

Yours Faithfully,

Authorized Signatory.

(Signature of the Bidder, with Official Seal)

Email id for correspondence

**ANNEXURE V: TENDER SCHEDULE****QUOTATION FOR THE WORK “Supply and Erection of 7.5Hp Pump set and UG laying cable at 29 block at ICAR – CPCR Kasaragod”****Schedule of work**

SI No	Description of item	Qty.		Rate	Amount
1	Supplying Installation testing and commissioning of submersible pump set having 7.5 Hp a discharge of 18000 LPH-6600LPH against a head of 60-119 Mtrs suitable for operation on 415 V Three Phase 50Hz A.C supply, complete suitable for 32 mm dia delivery I/c making suitable connections to the existing GI delivery line etc. as required (Texmo /similar superior makes)	1	set		
2	Supplying and fixing 65 mm(2.5") dia B class GI pipe in the bore well and connection to the existing delivery line with accessories like bends & hex nipples etc from bore well submersible pump set including cutting threading complete as required. (TATA/similar superior makes)	50	Mtrs		
3	Supplying and fixing/laying 3 core 4 sqmm PVC insulated PVC sheathed submersible copper cable of 1.1 KV grade conforming to IS 694/1990 with up to date amendments i/c connection with Pump Set water proof joint etc. as reqd.	65	Mtr		
4	Supplying and fixing starter suitable for 3 phase Pump set as per item 1, on the existing board i/c connections etc as required. (L&T MUG 10 similar superior makes)	1	nos		
5	Supplying and fixing the following accessories on the existing GI pipe line complete with cutting, threading i/c bend, Tee, flange etc as required.				
	a) 65 mm dia Gate Valve	2	Nos		
	b) 65 mm dia Non return Valve	1	No		

6	Supplying and fixing of M.S.Clamps made out of 40 mm x 5 mm MS Flats bent to suitable shape for the support of 65 mm dia GI Pipe with pumps complete as required.	2	Set		
7	Supplying and fixing ferrocement box with door suitable for fixing L&T MUG 10 starter having approx height 1.5 M cubicle complete with connections etc as required.	1	nos		
8	Supplying and fixing 3KVAR capacitor in existing DB /SB etc as required	1	nos		

**Note: -**

- 1. Payment for the work will be done against the work bill submitted on completion of work along with work completion certificate from the respective Section Officer.**
- 2. Rate may be quoted as per BOQ & Schedule.**

**Annexure- VI**

The Bidders are advised to remit EMD amount of each item they have quoted as mentioned/specified in the Tender Schedule Annexure-V, by Demand draft in favour of "ICAR Unit, CPCRI, Kasaragod" as detailed below.

Description of Work	Sl. No.	EMD Amount
Supply and Erection of 7.5Hp Pump set and UG laying cable at 29 block at ICAR – CPCR Kasaragod”	01	7519.00
Grant Total		7519.00

**Note:**

1. Rate may be quoted as per BOQ/Schedule

**Annexure- VII**

The Bidders are advised to be provide details of experience detailed below.

**Details of last 3 years experience/work done.**

Sl. No	Name of the Dept./ Organisation & Name of contract person with phone no.	Period		No. of staff deployed	Remarks
		From	To		

(Authorised signatory & address)