

Tender No: F.No.40(2)36/2018-19 -Estate (DEO)

Notice inviting Tender through E-Procurement

ICAR-CPCRI Kasaragod invites ONLINE bids for Data Entry Operators on Contract at ICAR-CPCRI Kasaragod for the period 01-04-2019 to 31-03-2020

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

DIRECTOR

Dated.19.02.2019

TENDER SCHEDULE

Tender No: F.No. 40(2)36/2018-19 -Estate (DEO)

CRITICAL DATE SHEET

Tender No.	F.No. 40(2)36/2018-19 -Estate (DEO)	
	ICAD Control Directories Corner Descent	
Name of the Institute	ICAR-Central Plantation Crops Research Institute, Kasaragod	
Place of Work	ICAR-Central Plantation Crops Research Institute, Kasaragod	
Bid submission end date and time	03.00 hrs on 11.03.2019	
Date and time for opening of technical bids	03.30 hrs on 12.03.2019	
Date and Time for DD submission for	12:00 AM on 11.03.2019 to (Assistant	
EMD / EMD Exemption Certificate	Administrative Officer (Estate), ICAR- CPCRI, Kudlu P.O, Kasaragod-671 124)	
Cost of Tender Form	Nil	
Place of opening of bids	ICAR-Central Plantation Crops Research Institute, Kasaragod	

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: <u>www.eprocure.gov.in.</u>

REGISTRATION:

Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (url: <u>https://eprocure.gov.in/eprocure/app</u>) 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:

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.

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.

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:

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

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.

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.

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:

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.

The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

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 <u>https://eprocure.gov.in/eprocure/app</u>. 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 <u>https://eprocure.gov.in/eprocure/app</u>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site<u>https://eprocure.gov.in/eprocure/app</u> 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 <u>https://eprocure.gov.in/eprocure/app</u>.

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, and Government of India. ICAR-CPCRI invites **`ONLINE' bids for Data Entry Operators at ICAR-CPCRI, Kasaragod.**

2. Contact information: ICAR-Central Plantation Crops Research Institute, Kudlu PO, Kasaragod-

671124, Kerala India, Tel No.: EPABX: 0091- 4994 232893-95 E-mail: <u>director.cpcri@icar.gov.in</u>, <u>directorcpcri@gmail.com</u>

3.Double bid System – Online submission through <u>https://www.eprocure.gov.in/eprocure/app</u>: 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** <u>must reach physically</u> to the **Assistant Administrative Officer (Estate)**, **ICAR-CPCRI**, **Kudlu P.O**, **Kasaragod-671** 124 before **12:00** hrs on **11.03.2019**. on the due date of Tender. <u>Physical document (EMD)/EMD Exemption</u> Certificate received after 12:00 hrs. will not be considered under any circumstances and ensure the receipt with date and time stamp from concerned officer.

b. Technical bid details (in PDF format)

i	Self Attested copy of valid License under Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the labour license under this act, as per rules.	
ii	Self attested duly certified copies of the satisfactory service where the Tenderer is providing the services for the last three years. (F.Y 2015 – 16, 2016- 17 and 2017-18).	
iii	Self Attested copy of Employees EPF and ESI registration Certificate issued by Govt.	
iv	Self Attested copy of the latest (Assessment Year 2018-19 / FY 2017-18) Income Tax Return and PAN card.	
v	Self Attested copy of Duly filled annexure III.	
vi	Self Attested copy of Duly filled annexure IV (to be given on Company Letter head).	
vii	GST registration details (Self Attested).	
viii	Self Attested copy of Minimum turnover / Profit and Loss Account of the firm not less than Rs.5.00 lakh during the last financial year (Assessment Year 2018-19 / FY 2017-18) duly certified by the Chartered Accountant.	
ix	Self attested Certified copy balance sheet of the firm for the last year (Assessment Year 2018- 19 / FY 2017-18) of the service contract signed by the Chartered Accountant.	
X	Copy of EMD / EMD Exemption Certificate.	
xi	Successful Tenderer will have to enter into a detailed contract agreement with ICAR- CPCRI, Kasaragod on non-judicial stamp paper as per rule.	
xii	Any other documents if necessary (Self Attested)/ annexure VII.	

- 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.

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

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

4. Last date for submission of bids on 11th March, 2019, 15:00 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/directorcpcri@gmail.com

5. Technical bids will be opened - online 12th March, 2019, 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/directorcpcri@gmail.com

The bid must be submitted on-line and ensure that **Demand Draft for EMD / EMD Exemption** <u>Certificate</u> 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 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 09:30 AM – 05:00 PM in all working days.

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.

<u>Note</u>: 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 release of 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) as per Annexure-VI must be submitted <u>prior to the DUE</u> <u>DATE</u> of submission of the online bid and may be submitted in the form of Demand Draft in favour of ICAR unit CPCRI, KASARAGOD payable at KASARAGOD.

• The bid submitted without EMD shall stand rejected. No interest shall be payable on EMD and Performance Security Deposit..

• 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 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 – 03:00 hrs. on 11.03.2019 through Online Only.

Deadline/mode for Submission of DD-- 12:00 hrs. on 11.03.2019 (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.

TERMS & CONDITIONS:

- 1. The Contractor should abide by the statutory provisions enacted in the labour laws for minimum wages and should fulfill all the statutory obligation under the ESI, Provident Fund rules etc. in respect of the persons deployed for the works. The Institute shall not provide/contribute towards the ESI/EPF etc.
- 2. The persons posted to work should attend the work as per the CPCRI Head Quarters timings, i.e., between 9.30 a.m. to 4.30 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.
- 3. 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.
- 4. The service provider shall take all responsibility and obligation for providing security/ insurance of the person engaged by him. ICAR-CPCRI, Kasargod will not be responsible for any libel/suit/litigation or otherwise/obligation/commitment/liability to any party (ies) or person(s) whatsoever.
- 5. The agency shall be wholly responsible for paying monthly wages and other admissible allowances to the persons as engaged by the contractor and ICAR-CPCRI, Kasargod shall in no way be responsible for meeting any kind of expenditure on wages etc. to these persons. The Agency shall be fully responsible for providing leave benefits, weekly offs, National and Festival holidays etc. to the persons deployed as may be required.
- 6. The contractor/agency will be responsible for payment of the revised wages, DA, ESI, EPF contribution, Bonus, etc. from time to time. The rates so quoted shall remain unchanged during the period of contract and will not be modified/ altered at all.
- 7. The Personnel, if not found working satisfactorily, must be replaced by the Service Provider immediately.
- 8. The personnel should be punctual and should complete the work assigned to them promptly and meticulously.
- 9. 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.
- 10. Changing of workers should be intimated to this Office prior 01 month notice.
- 11. The Contractor shall be responsible for the maintenance of all records/registers as required.
- 12. The workers should follow strict attendance and alternative arrangements are to be made by the Agency whenever the workers are going on leave under intimation to this Office.
- 13. Successful Tenderer will have to enter a detailed contract agreement with ICAR on non-judicial stamp paper of Rs.100/-.
- 14. The Annexures of the tender form should be returned intact and pages should not be detached. In the event of the space provided on the Schedules Form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and 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 Annexure is considered necessary, it should be communicated by means of a separate letter along with the tenders. Overwriting/erasing in rates to be quoted by the tenderer will not allowed otherwise the tender will be rejected.
- 15. 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.

- 16. 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.
- 17. Service tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be playable by the contractor and ICAR-CPCRI, Kasargod 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 monthly bills of the successful tenderer, as per rules/instructions made applicable form time to time by Government.
- 18. Director, ICAR-CPCRI, Kasargod 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.
- 19. 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.
- 20. The Contractor should furnish an Earnest Money Deposit of <u>Rs. 56,500</u>/- 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 11-03-2019 (12.00 PM hrs.) Name of the Tender and Tender reference number has to be furnished behind EMD D.D. 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.
- 21. 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, Kasargod. 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.
- 22. 10% of the total amount quoted for one year has to be deposited at this office as **Security Deposit** within seven days of intimation of the award of the work. The amount shall be refundable without any interest after 6 months on completion of the contract period.
- 23. The contract will be discontinued at the discretions of the Director, ICAR-CPCRI, Kasargod, if the work is not up to the satisfaction.
- 24. 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.
- 25. 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.

- 26. Minimum wages shall be paid to the workers by the Agency / Contractor at the rate fixed by the State Govt./Central Labour Commissioner whichever is the higher rate as per the minimum wages Act. The contractor/Firm shall also pay all such benefits to its employees as envisaged under various acts and laws like ESI ACT, EPF & MP Act. Payment of Bonus Act, Taxes etc. The contractor shall also ensure compliance of all laws and /or to be made applicable and ICAR shall not be liable for the same and the contractor/firm shall will indemnify ICAR-CPCRI, Kasaragod in all respects. The contractor/firm would sign an undertaking as per Proforma every month for compliance of the provisions of contract labour act, Rule and other Law applicable along with the monthly bill.
- 27. The Contractor should submit the monthly bills in duplicate latest by 5th of every following month for arranging payment along with Bank account details, PAN details etc. The payment and other administrative welfare of the contractual workers solely reside with the Contractor and no query for the same entertained by any of the office of this Institute, if any contractual workers breaking the same will attract disciplinary action from Competent Authority. **Only Contractor/firm is allowed to make such query to the office.**
- 28. The service charges/rates quoted by the agency shall be fixed for the period of the contract and no request for any change/modification shall be entertained before expiry of the period of the contract unless the same is warranted for enforcing statutory instructions like revised minimum wages issued by the appropriate government under Minimum Wages Act, 1948. The variation in wages, if any as prescribed by the Govt. will be admitted / revised as per rules. The Service tax if any will be charged at actual as per Govt. norms.
- 29. The rates to be quoted based on prevailing minimum labour wages prescribed by the **Central Labour Commission/Kerala State Govt. whichever is higher.** The ICAR-CPCRI, Kasaragod shall not bear any extra Charge on any account whatsoever i.e. EPF contribution, Liveries, OTA, etc.
- 30. The contract shall normally be awarded for a period of one year from the date of award or any shorter period that may be decided by this Institute. In case any shortcomings or deficiencies are noticed during the contract period or any other contractual dispute, the contract can be terminated giving by a fortnights notice. The decision of the Director, ICAR-CPCRI, Kasaragod in this regard shall be final / binding. If required, the contract will be extended for another one year, subject to satisfactory performance of the firm on same rate / Terms & Condition.
- 31. 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.
- 32. **<u>Risk Clause</u>**: 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.

- 33. 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.
- 34. The contract can be terminated even earlier by giving one month prior notice by either party in writing an account of any of the following reasons:
 - (i) On account of unsatisfactory performance.
 - (ii) Breach of contract clause(s).
 - (iii) Persistently neglecting to carry out his obligations under the contract.
- 35. The successful Tenderer will have to enter a detailed contract agreement with ICAR-CPCRI, Kasaragod on non-judicial stamp paper of **Rs.200/-** (**Rupees Two hundred only**).
- 36. 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.
- 37. 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.
- 38. 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.
- 39. 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.
- 40. The Director, ICAR-CPCRI, Kasaragod reserves the right to reduce or increase number of employees during the contract period & also have the right to debar the agency and forfeit the Performance security for a suitable period in case, he fails to honour the contract without sufficient ground.
- 41. The Director, ICAR-CPCRI, Kasaragod, 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 excusive responsibility of the contractor, and it shall not involved ICAR-CPCRI, Kasaragod in any way whatsoever.
- 42. 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 of the Firm / Contractor for further tendering of this Institute.
- 43. 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.

- 44. 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 monthly bill.
- 45. 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.
- 46. **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.
- 47. 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.
- 48. 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.
- 49. 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.
- 50. 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 confidentially or improper conduct upon receiving a written notice from any staff of CPCRI, Kasaragod and also provide suitable replacement without delay.
- 51. An amount of 10% 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 forfeited.
- 52. 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 monthly bills of the successful Tenderer, as per rules / instructions made applicable from time-to-time by Govt.
- 53. 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.
- 54. Changing of Staff/Supervisor should be intimated to Officer in-charge, CPCRI, Kasaragod
- 55. Payment for service contract will be made monthly upon submission of pre-receipted bill and I.D, statutory levies are duly paid with relevant proof to office.
- 56. Income tax will be deducted from the payments due for the work done as per rules.
- 57. The contractor must employ adult labour only. Employment of child labour may lead to the termination of the contract.
- 58. 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.
- 59. 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.

- 60. The work order will be up to **31.03.2020** and likely to be extended if required.
- 61. 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.
- 62. 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.
- 63. 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 GST 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.
- 64. The 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.
- 65. Decision of Director, ICAR-CPCRI, Kasaragod 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, 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.
- 66. 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.
- 67. The rates to be quoted based on prevailing minimum labour wages prescribed by the Central Labour Commission/Kerala State Govt. whichever is higher. The ICAR-CPCRI, Kasaragod shall not bear any extra Charge on any account whatsoever i.e. EPF contribution, Uniform, Liveries, OTA, etc.
- 68. The quantum of work is approximate and it may increase or decrease as per need and at the discretion of the Director, CPCRI, Kasaragod.
- 69. 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.
- 70. 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.

Liquidated Damages Clause

- 1. An amount equivalent to two days of contract amount, subject to a minimum of **Rs.1,000/-** (**Rupees one thousand only**) will be levied as liquidated damages per day. Whenever and wherever it is found that the services are not satisfied / 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.
- 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.
- 3. The Director, ICAR-CPCRI, Kasaragod reserves the right to reject any or all 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

 Full address with Phone No., E.mail etc Name of the Proprietor PAN No. /Circle/ Ward Earnest money deposited with No. dated EPF Registration No. (Enclose copy) 	
 4. PAN No. /Circle/ Ward : 5. Earnest money deposited with No. dated : 	
5. Earnest money deposited with No. dated :	
• •	
6. EPF Registration No. (Enclose copy) :	
7. ESI Registration No. (Enclose Copy) :	
8. Labour license for the work from the office : of Central/State Govt. Labour Department (Enclose copy)	
9. Details of work experience in Central/State Govt. establishments//Autonomous bodies/ : Corporation (enclose 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,

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

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

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

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

5. 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 DATA ENTRY OPERATORS ON CONTRACT BASIS AT ICAR-CPCRI, KASARAGOD FOR THE PERIOD 01-04-2019 TO 31-03-2020

Sl	Description of work	Qualification	Remarks
No.			
01	Data Entry Operator		
	The duties of the Data Entry Operator would broadly include	Graduation in any subject or Diploma in	April, 2019
	the following:-	Computer Application / Secretarial	to
	1. Entering data/typing from the written drafts documents.	Practice	February, 2020
	2. Printing of documents and any other work assigned by the		(Rate may be quoted per day)
	Superior authority.		
	3. In warding & distribution of official papers/files to		
	different Sections/Divisions. Any other works specially		
	entrusted and when needed.		
	4. Preparation of bills/office orders etc.		
	5. Filing records		

Note:

1. Rate may be quoted per day for one person in the BOQ.

2. The rates to be quoted based on prevailing minimum Labour wages prescribed by the Central Labour Commission / Kerala State Govt. whichever is higher.

3. The rates to be quoted based on prevailing minimum labour wages prescribed by the **Central Labour Commission/Kerala State Govt.** whichever is higher. The ICAR-CPCRI, Kasaragod shall not bear any extra Charge on any account whatsoever i.e. EPF contribution, Liveries, OTA, etc.

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The Bidders are advised to remit EMD amount as mentioned below, by Demand draft in favour of ICAR Unit, CPCRI, Kasaragod.

Sl.No.	Description	EMD Amount
01	Data Entry Operators	56,500.00

Annexure- VII

CERTIFICATE OF UNDERTAKING

I HEREBY CERTIFY THAT, IF I AM THE SUCCEFULL BIDDER IN DATA ENTRY OPERATORS TENDER, I WILL PROVIDE ONLY QUALIFIED PERSONNELS AS PER THE TENDER SCHEDULE & SUBMIT THEIR REQUISITE DOCUMENTS, BEFORE ACCEPTING THE WORK ORDER.

Place:

Date:

Signature _____

Name _____

Address _____

Office Seal : _____

F.No.40(2)36/2018-19⁻-Estate (DEO)

ई – खरीद से संविदा आमंत्रण सूचना

Notice inviting Tender through E-Procurement Portal

ICAR-CPCRI Kasaragod invites ONLINE bids for 'Data Entry Operators on Contract at ICAR-CPCRI Kasaragod for the period 01-04-2019 to 31-03-2020' - reg.

भावी बोली लगाने वाले संविदा दस्तावेज़ <u>www.cpcri.gov.in/ www.eprocure.gov.in</u>. से डाउणलोड किया जाए। बोली लगानेवालों को यह सलाह दिया जाता है कि ऑनलाइन बोली प्रस्तुती के लिए दिए गए अनुदेश के माध्यम से वेबसाइट <u>www.eprocure.gov.in</u> में संविदा दस्तावेज़ में दी गई समय सारणी के अनुसार ऑनलाइन प्रस्तुत करें। अनुबंध IV के अनुसार प्रत्येक कार्य के लिए अलग अलग बयाना जमा राशि भाकृअनुप एकक, केरोफअसं एकक के नान पर आहरित डिमांड ड्राफ्ट द्वारा अदा किया जाए।

Prospective Bidders may download the Tender Document from <u>www.cpcri.gov.in</u>. <u>www.eprocure.gov.in</u>. Bidders are advised to go through instructions provided at `Instructions for online Bid Submission' and submit duly filled bids online on the website <u>www.eprocure.gov.in</u> as per the schedule given in the Tender Document; along with a EMD for each work separately, may be remitted as per Annexure-VI, by Demand Draft in favour of ICAR Unit, CPCRI payable at Kasaragod.

निदेशक DIRECTOR

Dated 19.02.2019



भाकृअनुप - केन्द्रीय रोपण फसल अनुसंधान संस्थान कासरगोड़, केरल - 671 124 भारत ICAR - Central Plantation Crops Research Institute Kasaragod - 671 124, Kerala, India (Xo 150 0001:2005 Central Instantion)



Dt.19.02.2019

Phone (OI) 04094 232333 Fax 04004 232332 1 PABX 04004 232803 95 04094 232803 95 04094 232809 04004 232900

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F.No. 40(2)36/2018-19 -Estate (DEO)

E-TENDER - PRE BID MEETING

Tender ID 2019_DARE_446240_1 dated 19.02.2019 Tender Reference F.No.40(2)36/2018-19 - Estate (DEO) ICAR-CPCRI, Kasaragod invites ONLINE bids for **'Data Entry Operators on Contract at ICAR-CPCRI Kasaragod for the period 01-04-2019 to 31-03-2020'**. <u>Pre bid meeting</u> of the tender to be held on <u>22nd February, 2019 at 11:00 hrs AM</u>. All participating contractor / firm requested to be present at ICAR-CPCRI, Kasargod on the date & time given.

Sd/-

DIRECTOR