



भाकृअनुप - केन्द्रीय रोपण फसल अनुसंधान संस्थान
कासरगोड, केरल, भारत
ICAR - CENTRAL PLANTATION CROPS RESEARCH INSTITUTE
KASARAGOD - 671 124 KERALA, INDIA



An ISO 9001:2015 Certified Institute

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Tender F.No:1(1)/2020/E-Tender Instt./Estate

Dated.08.09.2020

Notice inviting Tender through E-Procurement

**ICAR-CPCRI KASARAGOD INVITES ONLINE BIDS FOR OUTSOURCING MANPOWER
ON CONTRACT BASIS AT ICAR-CPCRI KASARAGOD FOR
ONE YEAR (2020 - 2021)**

Prospective Bidders may download the Tender Document from www.cpcri.gov.in/ www.eprocure.gov.in. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission' and submit duly filled bids online on the website www.eprocure.gov.in 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

TENDER SCHEDULE

Tender No: F.No:1(1)/2020/E-Tender Instt./Estate)

CRITICAL DATE SHEET

Tender No.	F.No:1(1)/2020/E-Tender Instt./Estate
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	15:.00 Hrs on 14.09.2020
Date and time for opening of technical bids	15:30 Hrs on 15.09.2020
Date and Time for DD submission for EMD / EMD Exemption Certificate	13:00 Hrs on 14.09.2020 to (Assistant 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: 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](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:

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 <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, and Government of India. ICAR-CPCRI invites '**ONLINE' BIDS FOR OUTSOURCING MANPOWER THROUGH CONTRACT 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: director.cpcri@icar.gov.in, directorcpcri@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 **13:00 Hrs on 14.09.2020**, on the due date of Tender. Physical document (EMD)/EMD Exemption Certificate received after 13:00 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 Declaration stating similar works done during past three years with total cost.
ii	Self Attested copy of the Aadhaar Card
iii	Self Attested copy of PAN card
iv	Self Attested copy of Duly filled Annexure III - Particulars of Quoting Agency
v	Self Attested copy of Duly filled Annexure IV (to be given on Company Letter head)
vi	Self Attested GST registration details.
vii	Self Attested copy of Profit and Loss Account and Total Turn Over of the firm should not be less than Rs.40.00 lakh during the last financial year duly certified by the Chartered Accountant.
viii	Self attested Certified copy Balance sheet of the firm for the last year of the service contract signed by the Chartered Accountant.
ix	Copy of EMD / EMD Exemption Certificate
x	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.

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

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

4. Last date for submission of bids on **14th September, 2020, 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 **15th September, 2020, 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

6. The bid must be submitted on-line and ensure that **Demand Draft for EMD / EMD Exemption Certificate** 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.

7. 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 service 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 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 prior to the DUE DATE 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 – 15:00 Hrs. on 14.09.2020 through Online Only.

Deadline/mode for Submission of DD / Exemption Certificate -- 13:00 Hrs. on 14.09.2020 (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.
- (i) The bids will be examined based on eligibility criteria stipulated at Annexure - II to shortlist the eligible bidders.
 - (ii) 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, Bonus 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 for **8 hours (8.30 am to 5.00 pm) with 30 minutes lunch break in the afternoon 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
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 the Farm Section with the notice of SIC (Farm).
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.200/-**.
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 7 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 payable 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 bills of the successful tenderer, as per rules/instructions made applicable from time to time by Government.
18. **Director, ICAR-CPCRI, Kasargod reserves the right to REDUCE OR TERMINATE the period of contract for any justifiable reasons, not mandatory to be communicated to the tenderer or to EXTEND the duration of the contract in the interest of the Institute.**
19. Acceptance of the Institute will be communicated by e-mail / fax or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the e-mail/FAX/letter etc. should be acted upon immediately.
20. The Contractor should furnish an Earnest Money Deposit of **Rs. 4,00,000/- (Rupees Four Lakh Only)** 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 **14-09-2020 (13.00 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 start 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. **7.5% of the total amount quoted for one year has to be deposited at this office as Performance Security Deposit within seven days of intimation of the award of the work. The amount shall be refundable without any interest after 6 months plus sixty days beyond the date of completion of all contractual obligations of the contractor/firm including warranty obligations.** 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 7 days, the offer made shall be deemed to be withdrawn without any notice and EMD will be forfeited.
23. **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.**
24. 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.
25. 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.
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 disburse the wages to the workers working under him on or before 5th of every month and submit the monthly bills in duplicate latest by 5th of following month for arranging payment along with Bank account details, PAN details etc. The bills along with wages slip (the copy received by the contractual worker), attendance sheet, ESI, EPF with details indicating the names of the contractual workers, GST, bank statement, etc. has to be submitted to the office for payment. 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, immediate necessary action should be taken by the Contractor/Firm against the worker. Only Contractor/firm is allowed to make query to the office.**
28. 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.

29. 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.
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 by giving one month 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 two years, 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 in 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. **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.
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 due to the following reasons:**
 - (i) **On account of unsatisfactory performance (or)**
 - (ii) **Breach of contract clause(s)/ persistently neglecting to carry out his obligations under the contract (or)**
 - (iii) **Any other reasons.**
35. **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.

36. 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 works at ICAR-CPCRI, Kasaragod.
37. 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.
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 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 number of manpower mentioned in the BOQ is approximate. However, the Director, ICAR-CPCRI, Kasaragod reserves the right to INCREASE the number of contractual workers (or) REDUCE the number of contractual workers during the contract period with the same quoted rate by the contractor/firm.**
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 Service provider shall in no case pay his employees less than the minimum mandatory rates per day / month as announced by the State Government or 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.**
43. 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.
44. **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.
45. 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.
46. 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.

47. 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.
48. **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.**
49. **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.**
50. Changing of Supervisor should be intimated to Scientist in-charge (Farm), CPCRI, Kasaragod
51. 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.
52. Income tax will be deducted from the payments due for the work done as per rules.
53. The contractor must employ adult labour only. Employment of child labour may lead to the termination of the contract.
54. 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.
55. 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.
56. The work order will be up to **One Year from the date of issue of work order** and likely to be **EXTEND the duration of the contract in the interest of the Institute.**
57. **The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not withdraw his offer or modify the terms and conditions thereof. If the tenderer 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.
58. **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. However, the rates quoted will be considered only if the bidders are quoted for entire items.**
59. 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.
60. The number of Labours is approximate and it may increase or decrease as per need and at the discretion of the Director, CPCRI, Kasaragod.
61. **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

The Contractor is liable to pay Liquidated Damages for each day of delay beyond the specified date of completion, subject to the total amount of Damages not exceeding 10 (ten) per cent of the Contract Price. 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.

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

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 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. MSME Registration No. (Enclose copy) :
13. Any other information required :

Date :

Place :

AUTHORISED SIGNATORY

Note: 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: www.cpcri.gov.in / www.eprocure.gov.in, 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 OUTSOURCING MANPOWER ON CONTRACT BASIS AT ICAR-CPCRI, KASARAGOD
FOR ONE YEAR (2020 - 2021)**

SI No.	Description of work	Nos. of Labourer Approx.
01	<p><u>Agriculture Works of Hard Nature</u> <u>(Rs.490/- for 08 Hours)</u> Preparation of land, digging pits, trenches, basin opening & raking the soil after application of soil amendments & manures, climbing trees, trimming of trees & green manure preparation – soil & water conservation methods like making bunds, catch pits for rain water harvesting, covering of coconut husks etc., land preparation for coconut nursery – making fire belt, plant protection measures, maintenance of lawn and garden, budding, grafting, trimming garden plants, collection of soil samples and any other related cultural operations of hard nature.</p>	17 (26 days per month)
02	<p><u>Agriculture Works of Light Nature</u> <u>(Rs.410/- for 08 Hours)</u> Sowing/planting, weeding, watering, drip irrigation, applying the fertilizer, pesticide spraying, removing fallen leaves, spathes, debris & decaying materials. Collecting shed nuts and any other related cultural operations of light nature.</p>	26 (26 days per month)

Note:

- 1. Rate may be quoted for one day for one person as per BOQ.**
- 2. The minimum wages mentioned is based on prevailing Kerala State Govt. wages for Agricultural Operations 2017, which is higher than the minimum Labour wages prescribed by the Central Labour Commission. The ICAR-CPCRI, Kasaragod shall not bear any extra Charge other than the statutory admissible contributions.**

Annexure- VI

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	Hiring Labourers on Contract	4,00,000.00