



भाकृअनुप-केन्द्रीय रोपण फसल अनुसंधान संस्थान  
कासरगोड़ - 671124, केरल, भारत

**ICAR-Central Plantation Crops Research Institute**  
Kasaragod 671124, Kerala, India  
(An ISO 9001:2015 Certified Institution)



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**Tender No: F.No.4(26)Green House/2021-Work**

**Date 17.02.2022**

**Notice inviting Tender Through E-Procurement**

**ICAR-CPCRI RC, Kahikuchi, Guwahati, Assam - 781017 invites ONLINE bids for the "Supply and Installation of Hi Tech Climate Controlled Green House at ICAR-CPCRI, Research Centre, Guwahati, Assam - 781017"**

Prospective Bidders may download the Tender Document from [www.cpcri.gov.in/](http://www.cpcri.gov.in/) [www.eprocure.gov.in](http://www.eprocure.gov.in). Bidders are advised to carefully go through instructions provided at 'Instructions for online Bid Submission' and submit duly filled bids online on the website [www.eprocure.gov.in](http://www.eprocure.gov.in) as per the schedule given in the Tender Document; along with **Agency/Contractor/Firm/ Public Sector must submit the Bid Securing declaration in their letter head as per Annexure VI / EMD Exemption Certificate** through E-mail: [sicreckahikuchi.CPCRI@icar.gov.in](mailto:sicreckahikuchi.CPCRI@icar.gov.in) on or before 12:00 Noon on 24.02.2022.

**S/D**  
**Scientist In-Charge**

**CRITICAL DATE SHEET**

<b>Tender No.</b>	<b>4(26)Green House/2021-Work</b>
<b>Name of the Institute</b>	ICAR-Central Plantation Crops Research Institute, Research Centre, Guwahati, Assam - 781017
<b>Place of Work</b>	ICAR-Central Plantation Crops Research Institute, Research Centre, Guwahati, Assam - 781017
<b>Bid submission end date and time</b>	<b>03.00 PM on 24.02.2022</b>
<b>Date and time for opening of technical bids</b>	<b>03.30 PM on 25.02.2022</b>
<b>EMD</b>	Bid Securing declaration in their letter head as per Annexure VI / EMD Exemption Certificate (through E-mail: <a href="mailto:sicreckahikuchi.CPCRI@icar.gov.in">sicreckahikuchi.CPCRI@icar.gov.in</a> on or before 12:00 Noon on 24.02.2022)
<b>Cost of Tender Form</b>	Nil
<b>Place of opening of bids</b>	ICAR-Central Plantation Crops Research Institute, Research Centre, Kahikuchi

**NOTE:**

1. The Scientist In-Charge, ICAR-CPCRI, RC, Kahikuchi, Guwahati, Assam may at his/her discretion, extend this date by a fortnight and such extension shall be binding on Tenderers.
2. If the date up to which the Tenders is open for acceptance is declared to be a holiday the Tenders shall be deemed to remain open for acceptance till the next working day.

**Instruction for Online Bid Submission:**

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

**REGISTRATION:**

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

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

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

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

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

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

**SEARCHING FOR TENDER DOCUMENTS:**

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 submit the Bid Security declaration in their letter head as per Annexure VI.

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

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

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

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

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

**ASSISTANCE TO BIDDERS:**

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

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

**GENERAL INSTRUCTIONS TO THE BIDDERS:**

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

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

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

1. ICAR-Central Plantation Crops Research Institute, Kasaragod Kerala is the premier Research Institution with the mandate of conducting research on Plantations Crops in the country and functioning under the administrative control of Indian Council for Agricultural Research, Ministry of Agriculture & Farmers Welfare, Government of India. ICAR-CPCRI invites **'Supply and Installation of Hi Tech Climate Controlled Green House at ICAR-CPCRI, Research Centre, Guwahati, Assam - 781017'**

Contact information: ICAR-Central Plantation Crops Research Institute, Research Centre, Kahikuchi, P.O. Azara, Guwahati, Assam - 781017, India, Tel No.: EPABX: 0361- 2840251 E-mail: sicrckahikuchi.CPCRI@icar.gov.in

2. 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. Agency/Contractor/Firm must submit the Bid Securing declaration as per Annexure VI / EMD Exemption Certificate to the Scientist In-Charge, ICAR-CPCRI, RC. Kahikuchi P.O. Azara - 781017 (E-Mail id: sicrckahikuchi.CPCRI@icar.gov.in) on or before **12:00 Noon** on the due date of Tender. **Bid Securing declaration as per Annexure VI / EMD Exemption Certificate after 12:00 Noon will not be considered under any circumstances and at the time of the tender submission, please ensure the receipt with date and time stamp from concerned officer.**

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

i	Self Attested copy of valid registered Civil Contractors license issued by PWD/CPWD/MES/BSNL
ii	Duly certified copies of the satisfactory service where the Tenderer is providing the services for last three years.
iii	Self Attested copy of contractor EPF & ESI registration certificate issued by Govt.
iv	Self Attested copy of the latest Income Tax Return.
v	Self Attested copy of <b>PAN card</b>
vi	Self Attested copy of Duly filled annexure III.
vii	Self Attested copy of Duly filled annexure IV <b>(to be given on Company Letter head)</b>
viii	Self Attested GST registration details.
ix	Self Attested copy of Minimum turnover / Profit and Loss Account of the firm not less than <b>Rs.5.00 lakh</b> during the last financial year duly certified by the Chartered Accountant.
x	Self attested Certified copy balance sheet of the firm for the last year of the service contract signed by the Chartered Accountant.
xi	Self attested Duly filled annexure VI (Bid Securing Declaration) / EMD Exemption Certificate
xii	Any other documents if necessary (Self Attested)

- d. Duly filled Technical Bid with proper seal and signature of the authorized person (with name, designation, email id & contact no.)
- e. 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.
- f. Other documents necessary in support of eligibility criteria, brochures etc.
- g. 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.
- h. Only those firms will be considered for financial bid who will qualify in the technical bid.

**Submit your Financial bid online and all other documents (as illustrated in Technical bid details above) need to be submitted both online and in hard copy form, must reach physically to the Scientist In-Charge, ICAR-CPCRI, RC, Kahikuchi P.O. Azara, Guwahati Assam - 781017 before 12:00 PM on the due date of Tender.**

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

**Note:** ICAR-CPCRI, RC, Kahikuchi, Guwahati, Assam 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 **24<sup>th</sup> February 2022, 15:00 Hrs** at ICAR –Central Plantation Crops Research Institute, **Research Centre, Kahikuchi, P.O. Azara, Guwahati, Assam**, India, Tel No.: EPABX: 0361 - 2840251 Email: . sicrckahikuchi.CPCRI@icar.gov.in

5. Technical bids will be opened - online on **25<sup>th</sup> February 2022, 15:30 Hrs at:** ICAR – Central Plantation Crops Research Institute, **Research Centre, Kahikuchi, P.O. Azara, Guwahati, Assam**, India, Tel No.: EPABX: 0361 - 2840251 Email: sicrckahikuchi.CPCRI@icar.gov.in

**The responsibility for delay delivery/non-delivery of Bid Securing declaration / Exemption Certificate send through post/courier solely lies with the bidder only and ICAR-CPCRI,RC, Kahikuchi, Guwahati will not take any responsibility for resulting in disqualification / rejection of bid.**

In case bidder requires any clarifications / information, they may contact **ICAR-CPCRI,RC, Kahikuchi, Guwahati** in between 09:30 AM – 04:30 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, Research Centre, Kahikuchi, Guwahati, Assam, India.

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

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

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

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

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

**Note:** The bidders should provide sufficient documentary evidence to support the eligibility criteria. **ICAR-CPCRI,RC, Kahikuchi, Guwahati** 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,RC, Kahikuchi, Guwahati** 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,RC, Kahikuchi, Guwahati** 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. Bid Securing declaration as per Annexure VI / EMD Exemption certificate**

The successful bidder, on award of contract / order, must send the contract/ order acceptance in writing, within 10 days of award of contract/ order, failing the order will be cancelled.

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

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

### **7. Deadline mode for submission of Bids: **3.00 PM 24.02.2022 through online** Deadline/mode for submission of bid securing declaration /EMD Exemption Certificate: **12:00 PM on 24.02.2022**(Must reach through E-mail (sicrckahikuchi.CPCRI@icar.gov.in) to the office as specified in Annexure-VI)**

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,RC, Kahikuchi 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,RC, Kahikuchi reserves the right to decide the criteria and further process for awarding the contract, decision of ICAR-CPCRI,RC, Kahikuchi shall be final for awarding the contract.

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

1. निम्नतम मज़दूरी के लिए ठेकेदार को श्रम नियम में अधिनियमित सांविधिक उपबंधों का पालन करना चाहिए और कार्य के लिए तैनात किए गए कर्मचारी के संबंध में कर्मचारी राज्य बीमा, भविष्य निधि नियम आदि के अधीन सभी सांविधिक दायित्वों को पूरा करना चाहिए। कर्मचारी राज्य बीमा/कर्मचारी भविष्य निधि की ओर संस्थान अंशदान/प्रदान नहीं करेगा।

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. कार्य के लिए तैनात किए गए व्यक्ति को कैंरोफअसं मुख्यालय के कार्य समय (अर्थात 9.30 पूर्वाह्न से 4.30 अपराह्न तक) के अनुसार सभी कार्य दिवसों में वर्तमान में 30 मिनट भोजन विराम के साथ कार्य करना चाहिए। आवश्यकतानुसार छुट्टि के दिनों भी कार्य करना चाहिए।

The persons posted to work should attend the work as per the ICAR-CPCRI RC Kahikuchi 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. व्यक्ति जिसके साथ कार्य सौंपे गए हैं संस्थान संपत्ति को बिना कोई क्षति पहुँचाए और स्टाफ सदस्यों के साथ विक्षेप के बिना कार्य करना चाहिए। यदि कोई क्षति पहुँचाया जाए तो वह ठेकेदार को देय भुगतान से कटौती की जाएगी

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

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

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

5. ठेकेदार द्वारा तैनात व्यक्तियों को भत्ता और अन्य स्वीकार्य भत्ता देने के लिए एजेंसी पूर्ण रूप से उत्तरदायी हो जाएगा और इन व्यक्तियों को किसी भी प्रकार की मज़दूरी आदि पर व्यय चुकाने के लिए कैंरोफअसं, कासरगोड उत्तरदायी नहीं होगा। तैनात किए गए व्यक्ति को छुट्टी का लाभ, सप्ताहिक छुट्टी का दिन, राष्ट्रीय और त्योहार छुट्टी जो आवश्यक हो जाए, प्रदान करने में एजेंसी पूर्ण रूप से उत्तरदायी हो जाएगा।

The agency shall be wholly responsible for paying wages and other admissible allowances to the persons as engaged by the contractor and ICAR-CPCRI, RC Kahikuchi shall in no way be responsible for meeting any kind of expenditure on wages etc. to these persons.

6. समय- समय पर परिशोधित मज़दूरी, दैनिक भत्ता, कर्मचारी राज्य बीमा, कर्मचारी भविष्य निधि अंशदान, बोनस आदि के भुगतान के लिए ठेकेदार/एजेंसी उत्तरदायी हो जाएगा। उद्यत दर संविदा की अवधि में अपरिवर्तित रहेगा और बिलकुल आशोधित/परिवर्तित नहीं किया जाएगा

The contractor/agency will be responsible for payment of the revised wages, under minimum wages, ESI, EPF act 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. कार्मिक को यदि संतोषजनक कार्यरत नहीं देखा जाए तो सेवा प्रदाता द्वारा शीघ्र ही उसको प्रतिस्थापित की जानी है।

The Personnel, if not found working satisfactorily, must be replaced by the Service Provider immediately.

8. कार्मिक द्वारा समयनिष्ठ का पालन किया जाना चाहिए और उसको सौंपे गए कार्य तुरंत और शीघ्रता से पूरा करना चाहिए।

The personnel should be punctual and should complete the work assigned to them promptly and meticulously.



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

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

10. कार्मिकों के बदलाव के समय इस कार्यालय को एक महीने के पूर्व नोटिस दिया जाना चाहिए ।

Changing of workers should be intimated to this Office prior 01 month notice.

11. आवश्यकतानुसार सभी रिकार्ड/रजिस्ट्रों के रखरखाव के लिए ठेकेदार उत्तरदायी हो जाएगा ।

The Contractor shall be responsible for the maintenance of all records/registers as required.

12. निविदा की अनुसूची प्रपत्र मूल रूप में वापस की जानी चाहिए और पृष्ठों को अलग नहीं किया जाना चाहिए यदि अपेक्षित उद्देश्य के लिए अनुसूची प्रपत्र में स्थान अपर्याप्त हो तो अतिरिक्त पृष्ठ लगाया जा सकते हैं । प्रत्येक अतिरिक्त पृष्ठों पर क्रमावार संख्या लिखा जाए । साथ ही साथ उस पर निविदा संख्या भी लिखें और पूरे पृष्ठों पर हस्ताक्षर करें । ऐसी स्थिति में निविदा प्रपत्र में अतिरिक्त पृष्ठों का संदर्भ दिया जाए । यदि अनुसूची में आशोधन की आवश्यकता समझा जाए इसके लिए निविदा के साथ प्रत्येक पत्र भेजें । उदत दर के ऊपर लिखना या रबड मारने की अनुमति नहीं दी जाएगी अन्यथा निविदा का तिरस्कार किया जाएगा ।

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.

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

The tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the Annexure to the tenders is not fully filled in. individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a Company.

14. यदि ठेकेदार प्रस्ताव स्वीकार नहीं करता है, संस्थान द्वारा स्वीकृति का प्रस्ताव जारी करने के बाद 15 दिन के अंदर बिना कोई सूचना से प्रदान की गई स्वीकृति वापस किया गया समझा जाएगा ।

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

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

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

16. कोई न्याय संगत कारण के लिए संविदा की अवधि समाप्त करने या संस्थान के हितानुसार लंबित करने का अधिकार निदेशक, कें रो फ अ सं पर आरक्षित है जो ठेकेदार को सूचित करने की अनिवार्यता नहीं है ।

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.

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

Acceptance by the Institute will be communicated by any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the FAX/letter etc. should be acted upon immediately.

18. संविदा के किसी भी पहलू के लिए संस्थान के निदेशक महोदय का निर्णय अंतिम होगा और सभी पार्टियों के लिए बाध्य होगा । यदि किसी भी संविदा पर विवाद आ जाए तो आपसी चर्चा कर उसके स्तर पर ही निपटान किया जाएगा चूक जाने से विवाद निदेशक, भाकृअनुप-केंरोफअसं द्वारा नियुक्त मुख्य माध्यस्थ को उल्लिखित किया जाएगा । ऐसे नियुक्त मुख्य माध्यस्थ का निर्णय अंतिम होगा और पार्टियों पर बाध्य होगा । मध्यस्थता एवं संविधान अधिनियम 1996 द्वारा मध्यस्थता कार्यविधियाँ शासित किया जाएगा ।

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

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

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

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

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

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

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

22. निम्नतम मज़दूरी अधिनियम के अनुसार राज्य सरकार/केंद्रीय सरकार श्रम आयुक्त द्वारा नियत दर में जो उच्चतम दर हो , कार्यकर्ताओं को एजेंसी/ठेकेदार द्वारा निम्नतम मज़दूरी अदा किया जाएगा । विभिन्न अधिनियम और नियमों जैसे कर्मचारी राज्य बीमा अधिनियम, कर्मचारी भविष्य निधि एवं विविध प्रावधान अधिनियम, बोनस भुगतान अधिनियम, कर आदि के अधीन विचार किए गए अनुसार सभी ऐसे लाभ ठेकेदार/फर्म अदा करेगा । ठेकेदार सभी नियमों का अनुपालन सुनिश्चित करेगा और /या लागू किया जाएगा और भाकृअनुप उसके लिए उत्तरदायी नहीं होगा और भाकृअनुप-केंरोफअसं, कासरगोड़ को ठेकेदार/फर्म सभी विषय में सुरक्षित रखेंगे ।

संविदा श्रम अधिनियम, नियम और अन्य लागू नियम के प्रावधानों के अनुपालन के लिए प्रत्येक तिमाही में त्रैमासिक बिल के साथ प्रपत्र के अनुसार एक वचन ठेकेदार/फर्म हस्ताक्षर करेगा।

Minimum wages shall be paid to the workers by the Agency / Contractor at the rate fixed by the State Govt./Central Govt. 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 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 quarter for compliance of the provisions of contract labour act, Rule and other Law applicable along with the quarterly bill.

23. केंद्रीय श्रम आयुक्त /केरल राज्य सरकार द्वारा निर्धारित विद्यमान निम्नतम श्रम मज़दूरी पर, कोई भी उच्च हो, आधारित दर उद्घत किया जाना है। भाकृ अनुप-केंरोफ असं, कासरगोड़ किसी भी लेखा जैसे कर्मचारी भविष्य निधि अंशदान, वर्दी,समयोपरि, यात्रा भत्ता चाहे जो भी हो कोई अतिरिक्त खर्च वहन नहीं करेगा।

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

24. भाकृ अनुप-केंरोफ असं, कासरगोड़ को कोई देनदारी, वित्तीय या अन्यथा इस संस्थान के कार्य निष्पादन की अवधि में फर्म द्वारा नियुक्त जनशक्ति/यंत्र समूह को हुई किसी हानि /क्षति/चोट के लिए नहीं होगा। इस अवस्था में ना तो फर्म ना ही कार्यकर्ताओं को कोई क्षतिपूर्ति या वित्तीय सहाय का दावा केंरोफ असं, कासरगोड़ पर नहीं होगा। कर्मचारी क्षतिपूर्ति अधिनियम के अधीन निम्नतम मज़दूरी, कर्मचारी भविष्य निधि, कर्मचारी राज्य बीमा का भुगतान सीधे फर्म द्वारा विद्यमान अधिनियम/आदेश के अनुसार लागू कर्मचारी भविष्य निधि, कर्मचारी राज्य बीमा द्वारा अनुरक्षित सभी कार्यकर्ता लेखा को सीधे भुगतान करने को उत्तरदायी होगा। मज़दूरी की मामले में या कोई सेवा परिस्थिति में फर्म/ठेकेदार और जनशक्ति के बीच कोई विवाद आ जाए वह एजेंसी और तैनात कार्यकर्ताओं द्वारा अपने आप निपटाया जाएगा। केंरोफ असं, कासरगोड़ ऐसे विवाद का कोई पार्टी नहीं होगा। सभी अधिनियम और सरकार अनुदेशों के प्रावधान के साथ अनुपालन करना फर्म/ठेकेदार का उत्तरदायित्व होगा। सामान्य में नियोजित बल के विषय में और ब्यौरे पर कार्य के लिए लगाए गए कार्मिकों के कल्याण के संबंध में यदि कोई सांविधिक प्रावधान का किसी स्थिति का उल्लंघन किया जाता है तब निष्पादन सुरक्षा का जब्त किया जाए और फर्म/ठेकेदार को काली सूची में डाला जाएगा।

The **ICAR-CPCRI, RC Kahikuchi** 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 **ICAR-CPCRI, RC Kahikuchi** 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. **ICAR-CPCRI, RC Kahikuchi** 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.

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

**Risk Clause:** **ICAR-CPCRI, RC Kahikuchi** 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.

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

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

27. सफल ठेकेदार भाकृअनुप-केंरोफअसं के साथ 200/- रुपए का गैर-आदालती स्टैप पेपर में एक विस्तृत संविदा करार में प्रवेश करना होगा।

The successful Tenderer will have to enter a detailed contract agreement with **ICAR-CPCRI, RC Kahikuchi** on non-judicial stamp paper of **Rs.200/- (Rupees Two hundred only)**.

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

**The personnel engaged by the contractor shall be at no time, be treated as the employees of CPCRI, and also shall have no claim to be regularized in the service of ICAR-CPCRI, RC Kahikuchi.**

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.

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

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

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

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

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

The damage caused, if any, to **ICAR-CPCRI, RC Kahikuchi** 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. In case 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, RC Kahikuchi**, 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.

32. संविदा अवधि में कर्मचारियों की संख्या बढ़ाने और कम करने का अधिकार निदेशक, भाकृअनुप-केंरोफअसं, कासरगोड़ पर आरक्षित है। और पर्याप्त आधार के बिना संविदा सकारने में चूक हुआ तो उपयुक्त अवधि के लिए निष्पादन सुरक्षा जब्त करने और एजेंसी को रोकने का अधिकार भी आरक्षित है।

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.

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

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

34. कार्यकर्ता जो अपना कार्य निष्पादन में चूक जाता है और संविदा की शर्तों एवं निबंधनों का भंग करता है, ठेकेदार से उस कार्यकर्ता को कार्य अंत करने की आवश्यकता पूछने का अधिकार भाकृअनुप-केंरोफअसं पर आरक्षित है। और फर्म/ठेकेदार को उसके लिए अनुबंध समयावधि में आवश्यक कार्रवाई करनी चाहिए। चूक जाने से संविदा बंद करना होगा और फर्म/संविदा को आगे संविदा दर उदृत करने में कालीसूची में डाला जाएगा।

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

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

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

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

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

37. केंरोफअसं को दी गई सेवा के कारण संबंधित सांविधिक प्राधिकारों को समय-समय पर संविदाकर्ता एजेंसी द्वारा कोई कर, उगाही, सेस आदि जमा करने के लिए बाध्य है।

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

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

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

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

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

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

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

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

The contractor will discharge all his legal obligation in respect of the workers / supervisors to be employed/deployed by him for the execution of the work in respect of their wages and other service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time.

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

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

43. भाकूअनुप-केंरोफअसं, कासरगोड़ से स्वीकृति पत्र प्राप्त करने के बाद चुने गए एजेंसी/सफल ठेकेदार द्वारा सुरक्षा जमा के रूप में संविदा राशि का 10 प्रतिशत जमा किया जाना है । जमा करने में चूक जाने से बयाना जमा जब्त किया जाएगा । संविदा का स्वीकृति पत्र ठेकेदार स्वीकार नहीं करेगा तो स्वीकृति पत्र जारी करने के 15 दिन के अंदर बिना सूचना स्वीकृति वापस किया गया माना जाएगा और बयाना जमा राशि जब्त किया जाएगा ।

An amount of 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, RC Kahikuchi. 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 the contractor / firm will be blacklisted.**

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

**GST or any other Tax applicable or made applicable as per the latest notification of Govt. of India after awarding the contract in respect of this contract shall be payable by the contractor and this Institute will not entertain any claim whatsoever in this respect.** However the Service taxes or any other tax which is as per the rules of the Govt. shall be deducted at source from quarterly bills of the successful Tenderer, as per rules / instructions made applicable from time-to-time by Govt.

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

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

46. स्टाफ/पर्यवेक्षक को बदलते समय संबंधित प्रभारी अधिकारी, केंरोफअसं को सूचित किया जाए।

Changing of Staff/Supervisor should be intimated to concerned Officer in-charge, CPCRI, Kahikuchi.

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

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

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

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

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

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

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

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

51. कार्य आदेश दिनांक **31.03.2022** तक है और यदि आवश्यक है तो लंबित किए जाने की संभावना है।

The work order will be up to **31.03.2022** and likely to be extended if required.

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

The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not take back his offer or modify the terms and conditions thereof.

53. भाकृअनुप-केंरोफअसं निम्नतम या किसी अन्य संविदा स्वीकार करने में बाध्य नहीं है और संविदा पूर्ण रूप में या अंशिक रूप में स्वीकार करने का स्वतंत्र अधिकार है।

The ICAR-CPCRI, RC Kahikuchi 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.

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

Goods and Service Tax (GST) or any other tax applicable or made applicable after awarding the contract in respect of the contract shall be payable by contractor and **ICAR will not entertain any claim whatsoever in this respect.** However the income tax or any other tax which is as per the rules of the Govt.

shall be deducted at source from quarterly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.

55. कार्य की मात्रा लगभग है और वह आवश्यकतानुसार और निदेशक, केंरोफअसं , कासरगोड के विवेक के अनुसार बढ़ या कम हो जाए ।

The quantum of work is approximate and it may increase or decrease as per need and at the discretion of the Director, CPCRI, Kasaragod.

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

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

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

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

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

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

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

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

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

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



**ANNEXURE III****PARTICULARS OF QUOTING AGENCY**

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

Date :

Place :

AUTHORISED SIGNATORY

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

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

Date:

To:

The Scientist In-charge  
ICAR- Central Plantation Crops Research Institute  
Research Centre, Kahikuchi  
Azara – 781 017  
Assam

Dear Sir,

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

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

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

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

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

Yours Faithfully,

Authorized Signatory.

(Signature of the Bidder, with Official Seal)

Email id for correspondence

## ANNEXURE V: TENDER SCHEDULE

**QUOTATION FOR THE “SUPPLY AND INSTALLATION OF HI TECH CLIMATE CONTROLLED GREEN HOUSE AT ICAR-CPCRI,  
RESEARCH CENTRE, GUWAHATI, ASSAM - 781017”**

**SCHEDULE OF WORK**

<b>Sl. No.</b>	<b>Items Name with Technical Specifications</b>	<b>UNITS</b>
1.	<p><b>HI –TECH CLIMATE CONTROL GREENHOUSE</b></p> <p><b>Total Area:</b> 104.41sq.m. (Including Buffer Room)</p> <p><b>Dimension:</b> - 12.5m. x 8m (L x W) = 100sq.m.</p> <p><b>Side Height:</b>3m</p> <p><b>Center Height:</b> 5m</p> <p><b>Shape:</b>Arc</p> <p><b>STRUCTURE:</b> All galvanized steel to withstand the wind speed 120 km. /hour. End wall and side wall framing, Aluminum corner trims, aluminum ridge bar and Galvanized gutter trim Brackets &amp; fasteners as required to assemble frame, including Columns- 80mm x 50mm -2mm thick, Trusses- 50mm x 50mm - 2mm thick, Truss Bracing- 100mm and Purlins- 40mm x 38mm, gurt – 50mm x 50mm with tighten components.</p> <p><b>DOUBLE DOOR ROOM:</b> Double Door Room- of size 2.1m x 2.1m x 2.43m (L×W×H) covered with 6mm thick polycarbonate Sheet. -1 no. Sliding Door – Double door size: 1.9m × 0.91m long &amp; wide lockable, made with clear 6mm polycarbonate glazing, top &amp; bottom tracks, jambs, flashings &amp; installation hardware - 2 nos. Air Curtain: with auto on/off when door opening /closing at main entry.</p> <p><b>CLADDING:</b> Roof, front wall, end wall, &amp; sidewalls of the Greenhouse and double room for rigid covering with 6mm thick polycarbonate sheet, Aluminum Profile, EPDM gasket, Silicon sealant, and accessories(1 Complete Set).</p>	01 Complete Set

**SHADINGSYSTEM:**

External Shading: 75% agro shade net, with manually rolling arrangement inside the Greenhouse.

Internal Shading: by aluminium thermal Screen with motorized rolling arrangement (1 Complete Set).

**AIR CONDITIONING BASED COOLING SYSTEM:**

Biotech grade air conditioner units which are responsible to maintain temperature range minimum 20.0C to 30.0C  $\pm 1$ C throughout the year (during day or night) in greenhouse. (01 Complete Set)

**FOGGING SYSTEM:**

Fogging System heavy duty motor with screen filter, fogging nozzles, pipes, polymer water tank. (01 Complete Set.).

**LIGHT:**

600watt PAR Lamps for Special light for plants providing essential photosynthesis wave length to the plants for optimum growth & production. – 6 Nos.

**HEATING SYSTEM:**

Heat Convector Great, By electric heat convector gerat system 2.5 KW. Complete uniform heat circulation system so that the heat can be blown in the complete area. Special heat convector gerat system to maintain required temperature. 5 Nos.

**CONTROL PANEL FOR AUTOMATION:**

Monitor Panel including Light, Temperature & Humidity Control System.

**Technical feature of Photoperiodic Timer**

- Cycle: 24 hrs minimum ON/OFF period 30 minutes.
- Accuracy:  $\pm 10$  sec/day
- Input: 200-240 VAC, phase – single.
- Ambient: 5°C to 45°C, RH up to 85% normally.

**b) Technical feature of Temperature Control System**

- Temp. Range: 0.1 to 59.9°C. Accuracy:  $\pm 1$ °C.
- Input: 200-240 VAC , phase-single.
- Ambient: 5°C to 45°C, RH up to 85% normally.

**c) Relative Humidity Control System:**

- Range: 30% to 90%.
- Real RH:  $\pm 2\%$ .  $\pm 1$  digit (at 45%).
- Input: 220VAC, phase- single.
- Ambient: 5° to 45°C, RH up to 95%.

**d) PiltzTimer:** for humidity. 1No.

**BENCHING SYSTEM:**

**Size:** 9.5m' × 1.2m' × 0.60m' (L × W × H) Legs galvanized steel (legs base fixed in concrete) 2 Roller spacers (galvanized) Steel expanded metal bench top approximate ¾"- 1" diamond shape & G.I Supporting frame Benches to cover entire area leaving aisle space at corners.

**WATER BOOMER IRRIGATION SYSTEM:**

Boomer holding span rail/rod to cover the area of Greenhouse. Water boomer nozzles span to be adjustable, height-wise.

Adjustable range of water boomer span: From Lowest 1.67 m to nearly 4.5m.

Boomers to be moved all along the holding span in backward and forward direction in each bay for watering uniformly to all plants which are kept on the benches.

Showering of water in conical shape by boomer nozzle must have least over lapping at bottom to maintain uniform water availability to nursery plants.

**DOSATRON FERTIGATION UNIT:**

Fertigation unit with Dosatron system which runs without electricity.

**ELECTRICAL WIRING:**

All wires to be of copper and desired load. Each feature to have own electric line with MCB and underground PVC pipe complete set with A grade work.

**CIVIL WORK:**

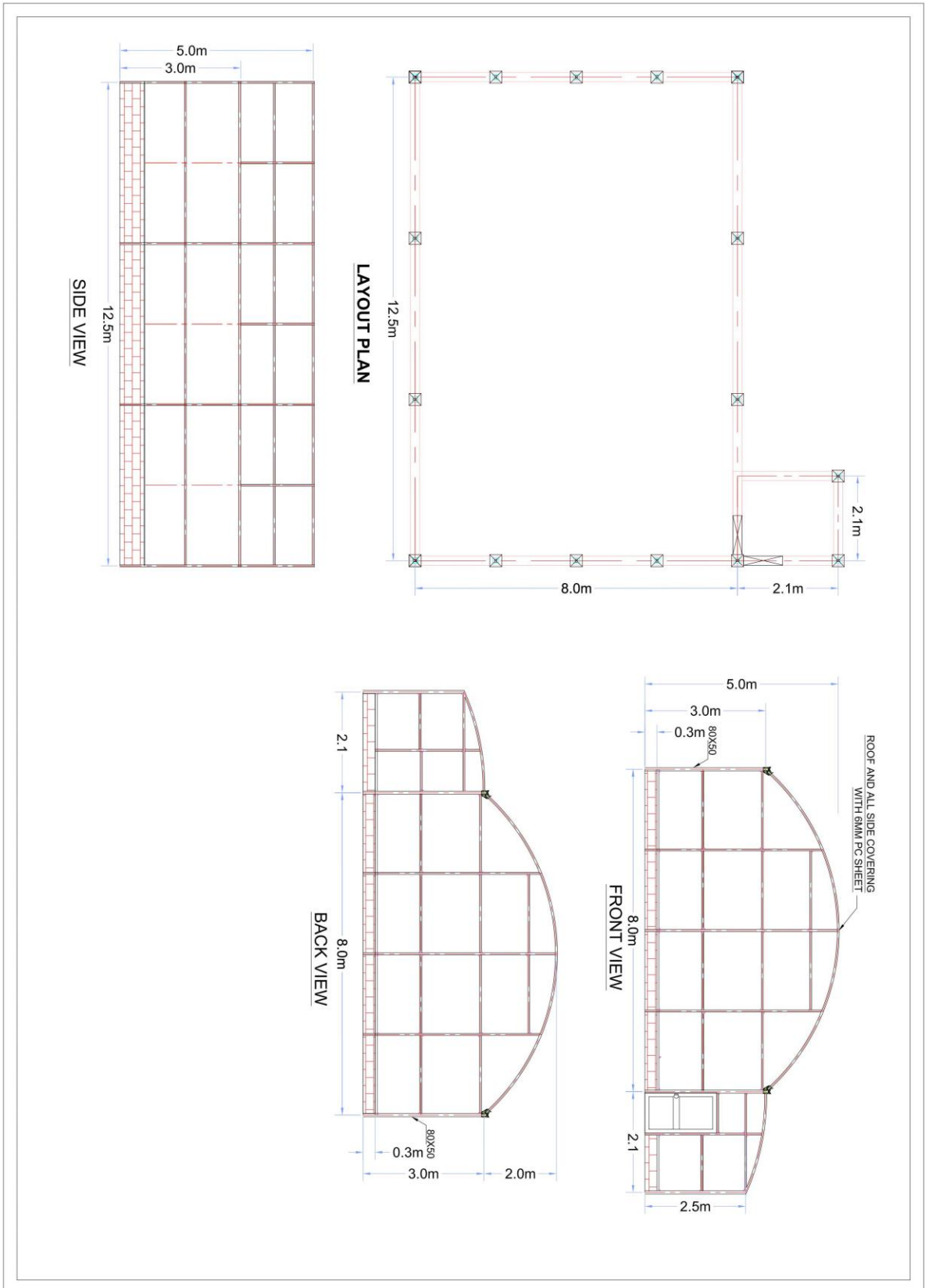
**A) Foundation wall** for all sides of glasshouse along with the double door room.

WIDE Based 1' below earth's surface, 1.5' above earth's surface, as kick-board 9" wide. Frame base block height 2'.

**Floor:** Anti slippery Tiles.

**Soil Filling:** Natural soil filling 1' above existing ground level.

**Plinth protection:** 2' wide all around the greenhouse along with buffer room.



**Annexure VI**  
**BID SECURING DECLARATION**

(To be given on Company/Contractor Letter Head).

**I / We hereby Accepting that if we, withdraw or modify our Bids during the period of validity, or if we are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/we will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.**

Yours Faithfully,

Date :

Place :

**Authorized Signatory**

(Signature of the Bidder, with Official Seal)

Mobile Number:

Email id :

**Annexure- VII**

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

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

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

(Authorised signatory & address)