



भाकृअनुप - केन्द्रीय रोपण फसल अनुसंधान संस्थान
अनुसंधान केन्द्र, किडु,नेट्टना- 574230 कर्नाटक, भारत
ICAR - CENTRAL PLANTATION CROPS RESEARCH INSTITUTE
RESEARCH CENTRE, KIDU , NETTANA- 574230, KARNATAKA, INDIA



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F.No. 2020/Tractor/Kidu

Date: 08.05.2024

Notice inviting Tender through Central Public Procurement Portal

Bid No: 2024_DARE_803795_2

ICAR-CPCRI Kasaragod invites ONLINE bids for the work " **Proposal for purchase of tractor attachments (Loader and Bucket) for intercultural operations at ICAR – CPCRI, Research Centre Kidu, Nettana** ".

Prospective Bidders may download the Tender Document from www.cpcri.gov.in/ 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 as per the schedule given in the Tender Document; along with an **EMD / EMD Exemption Certificate may be remitted as per Annexure-VI, by Demand Draft in favour of ICAR Unit, CPCRI payable at Kasaragod**

-sd-
Scientist In Charge

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

Bid Start Date: 08.05.2024/ Bid End Date: 21.05.2024

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

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

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CRITICAL DATE SHEET

Tender No.	Purchase of tractor attachments _ Kidu
Name of the Institute	ICAR- Central Plantation Crops Research Institute, Research centre, Kidu, Nettana Dakshina Kannada District – 574 230.
Place of Work	ICAR- Central Plantation Crops Research Institute, Research centre, Kidu, Nettana Dakshina Kannada District - 574 230
Bid submission end date and time	16.00 hrs on 21.05.2024
Date and time for opening of technical bids	16.00 hrs on 22.05.2024
Date and Time for DD submission for EMD along with printed bid submission confirmation.	12:00 hrs on or before 21.05.2024 to The Scientist In Charge, CPCRI, Research centre, Kidu, Nettana Dakshina Kanada District - 574 230
Cost of Tender Form	Nil
Place of opening of bids	ICAR-Central Plantation Crops Research Institute, Research centre, Kidu, Nettana Dakshina Kanada District - 574 230
Performance Bank Guarantee	In case of Successful bidder, after award of work, the bidder should have to deposit 5% of the Work order amount as security deposit within 7 days of issue of work order.

NOTE:

1. The Scientist In Charge, CPCRI, Research centre, Kidu, Nettana Dakshina Kanada District - 574 230 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>**) by clicking on the link 'Click here to Enroll'. Enrolment on the CPP Portal is free of charge.

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

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

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

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

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

SEARCHING FOR TENDER DOCUMENTS:

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

PREPARATION OF BIDS:

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

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 / X Email id for correspondence

3. LS / RAR / DWF formats. Bid documents may be scanned with 100dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use 'My Space' area available to them to upload such documents. These documents may be directly submitted from the 'My Space' area while submitting a bid, and need not be uploaded repeatedly. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:

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

Financial bids to be submitted in XLS format.

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

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

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

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

ASSISTANCE TO BIDDERS:

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the Tender. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24*7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

GENERAL INSTRUCTIONS TO THE BIDDERS:

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

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

Annexure I: INVITATION FOR BIDS (IFB)

1. ICAR-Central Plantation Crops Research Institute, Kasaragod Kerala is the premier Research Institution with the mandate of conducting research on Plantations Crops in the country and functioning under the administrative control of Indian Council for Agricultural Research, Ministry of Agriculture & Farmers Welfare, Government of India. ICAR-CPCRI Research Centre invites "**Proposal for purchase of tractor attachments (Loader and Bucket) for intercultural operations at ICAR – CPCRI, Research Centre Kidu, Nettana**".
2. Contact information: ICAR-Central Plantation Crops Research Institute, Research Centre Kidu, Nettana, Dakshina Kanada District -574230 Tel No.: EPABX: 08257- 298224 Fax : 08257- 298220 **E-mail** :director.cpcri@icar.gov.in, directorcpcri@gmail.com / cpcrirckidu@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 Scientist InCharge, CPCRI, Research centre, Kidu, Nettana, Kanada District - 574 230 before **12:00 hrs, on 21.05.2024**. **Physical document (EMD / Exemption Certificate) received after 12:00 hrs will not be considered under any circumstances and ensure the receipt with date and time stamp from the concerned officer.**

b. Technical bid details (in PDF format)

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

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

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

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

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

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

h. Submit your Financial bid online and all other documents (as illustrated in Technical bid details above) need to be submitted through online and the EMD/EMD Exemption must reach physically to The Scientist In Charge, CPCRI, Research centre, Kidu, Nettana, Kanada District - 574 230 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, Research Centre kidu 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 21st May 2024, 16:00 Hrs** at ICAR-Central Plantation Crops Research Institute, Research centre, Kidu, Nettana Dakshina Kanada District - 574 230, Tel No.: EPABX: 08257- 298224 Email: director.cpcri@icar.gov.in/directorcpcri@gmail.com/ cpcrirckidu@gmail.com

5. Technical bids will be opened - online **on 22nd May 2024, 16.00 Hrs at:** ICAR-Central Plantation Crops Research Institute, Research centre, Kidu, Nettana Dakshina Kanada District - 574 230, Tel No.: EPABX: 0091- 04994-232893-95 Email: director.cpcri@icar.gov.in/directorcpcri@gmail.com/ cpcrirckidu@gmail.com

The bid must be submitted on-line and ensure that Demand Draft for EMD of Rs.65,000/- (Rupees sixty five thousand only) / Exemption Certificate along with printout of bid submission confirmation reach the respective office/officer physically on or before the due date and time specified in the Annexure I . The responsibility for delay delivery/non-delivery of EMD / Exemption Certificate send through post/courier solely lies with the bidder only and CPCRI, Kasaragod will not take any responsibility for resulting in disqualification / rejection of bid.

In case bidder requires any clarifications/information, they may contact **ICAR-Central Plantation Crops Research Institute, Research centre, Kidu, Nettana Dakshina Kanada District - 574 230** in between 09:00 AM – 05:30 PM in all working days (Monday-Friday).

Annexure II: INSTRUCTIONS TO BIDDERS (ITB)

1. Locations for the Work

The entire works as described in Schedule of Requirements must be undertaken at ICAR – Central Plantation Crops Research Institute, Research centre, Kidu, Nettana Dakshina Kanada District.

2. Order Placements:

The Work Order shall be released by: **Scientist In Charge, ICAR-Central Plantation Crops Research Institute, Research centre, Kidu, Nettana Dakshina Kanada District - 574 230.**

The payments shall be released by **Scientist In Charge, ICAR-Central Plantation Crops Research Institute, Research centre, Kidu, Nettana Dakshina Kanada District - 574 230.**

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, Research Centre kidu 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, Research Centre kidu may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.

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

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

5. Earnest Money Deposit (EMD)

- The Earnest Money Deposit (EMD of **Rs.65,000/- (Rupees sixty five thousand only)**/ Exemption Certificate) as per Annexure-VI must be submitted prior to the DUE DATE of submission of the online bid and EMD may be submitted in the form of Demand Draft in favour of ICAR unit CPCRI, KASARAGOD payable at KASARAGOD.
- The bid submitted without EMD / Exemption Certificate shall stand rejected. No interest shall be payable on EMD.
- The EMD will be returned to the bidder(s) whose offer is not accepted, within 30 days from the date of opening of Technical bid(s). In case of the bidder whose offer is accepted, the EMD will be returned on

submission of Security Deposit. However if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidder.

- **The successful bidder, on award of contract / order, must send the contract/ order acceptance in writing, within 7 days of award of contract/ order, failing which the EMD will be forfeited and the order will be cancelled.**

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

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

7. Deadline/mode for Submission of Bids – 16.00 hrs on 21.05.2024 through Online Only.

Deadline/mode for Submission of DD-- 12:00 hrs on 21.05.2024 (Must reach physically to the officer as specified in Annexure-I)

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

7.2 ICAR-CPCRI Research Centre kidu 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 Research Centre kidu 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, Research Centre kidu 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, Research Centre kidu reserves the right to decide the criteria and further process for awarding the contract, decision of

शर्तें एवं निबंधन / TERMS & CONDITIONS:

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

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

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

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

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

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

- 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.

- यदि आवश्यक पूरी सूचनाएँ नहीं दी जाती हैं 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.

- 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.

- 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-केंरोफअसं, कासरगोड द्वारा प्रतिपूर्ति नहीं की जाएगी। तथापि सेवा कर या अन्य कर जो समय- समय पर भारत सरकार द्वारा जारी नियम/अनुदेशों के अनुसार हैं 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, 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 Quarterly bills of the successful tenderer, as per rules/instructions made applicable from time to time by Government.

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

The Scientist In Charge, ICAR-CPCRI, Research Centre kidu reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons, not mandatory to be communicated to the tenderer.

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

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

10. ठेकेदार द्वारा बोली के साथ किसी कर्मेंशियल बैंक से भाकृअनुप एकक, केंरोफअसं , कासरगोड़ के नाम पर आहरित और भारतीय स्टेट बैंक, केंरोफअसं, शाखा, कासरगाड़ 671124 में देय 65,000/- का बयाना जमा राशि का आदाता खाता डिमांड ड्राफ्ट देना होगा जो बोली की वैद्यता के उपरांत 90 दिनों के लिए वैद्य हो इस संस्थान में 21.05.2024 दिनांक **12.00 बजे मध्याह्न** तक प्रस्तुत किया जाना है। बयाना जमा राशि डिमांड ड्राफ्ट के पीछे संविदा की संख्या और संविदा संदर्भ संख्या प्रस्तुत की जानी है। डिमांड ड्राफ्ट के रूप में लिया गया बयाना जमा राशि का स्कान किया गया पीडीएफ रूप ई-टेंडर के लिफाफा -1 में सम्मिलित किया जाना चाहिए । **ई एम डी/ई एम डी छूट प्रमाण पत्र के बिना स्वीकृति का तिरस्कार किया जाएगा ।** सफल बोली वालों के साथ आदेश प्रस्तुत करने के बाद असफल बोली लगाने वालों का ई एम डी वापस किया जाएगा । यदि बोली लगाने वाला अपनी बोली के आधार पर आदेश स्वीकार करने में चूक जाए या कार्य जारी करने में चूक जाए तो ई एम डी जब्त किया जाएगा ।

The Contractor should furnish an Earnest Money Deposit of Rs.65,000/- 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 21.05.2024 (12.00 hrs.). Name of the Tender and Tender reference number has to be furnished behind EMD. In case of Exemption, necessary certificate has to be submitted by the bidder. The scanned copy of Earnest Money Deposit by way of Demand Draft in PDF form should be included in Cover – 1 of the E-Tender. **The offers without EMD / EMD Exemption certificate will be rejected.** The EMD will be returned to the unsuccessful bidders after the orders are placed with the successful bidder. The EMD will be forfeited if the bidder fails to accept the order based on his/her bid or fail to carry out the work

11. संविदा के किसी भी पहलू के लिए संस्थान के निदेशक महोदय का निर्णय अंतिम होगा और सभी पार्टियों के लिए बाध्य होगा। यदि किसी भी संविदा पर विवाद आ जाए तो आपसी चर्चा कर उसके स्तर पर ही निपटान किया जाएगा चूक जाने से विवाद निदेशक, भाकृअनुप-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 कार्यविधियों शासित किया जाएगा ।

Decision of The Scientist In Charge 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 Scientist in Charge, ICAR-CPCRI, Research Centre, Kidu. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.

- 12 **कार्य की स्वीकृति की सूचना प्राप्त करने के सात दिनों के अंदर हीसुरक्षा जमा** के रूप में उद्दत किए गए कुल राशि के 5 प्रतिशत जमा किया जाना है ।

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

- 13 यदि कार्य संतोषजनक स्तर तक नहीं पाया जाए तो निदेशक, भाकृअनुप-कैरोफअसं, कासरगोड के विवेक के अनुसार संविदा समाप्त किया जाएगा ।
- 14 The contract will be discontinued at the discretions of The Scientist in Charge, ICAR-CPCRI, Research Centre, Kidu, if the work is not up to satisfaction.
- 15 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.
- 16 भाकृअनुप-कैरोफअसं, कासरगोड को कोई देनदारी, वित्तीय या अन्यथा इस संस्थान के कार्य निष्पादन की अवधि में फर्म द्वारा नियुक्त जनशक्ति/यंत्र समूह को हुई किसी हानि /क्षति/चोट के लिए नहीं होगा । इस अवस्था में ना तो फर्म ना ही कार्यकर्ताओं को कोई क्षतिपूर्ति या वित्तीय सहाय का दावा कैरोफअसं, कासरगोड पर नहीं होगा । कर्मचारी क्षतिपूर्ति अधिनियम के अधीन निम्नतम मज़दूरी, कर्मचारी भविष्य निधि, कर्मचारी राज्य बीमा का भुगतान सीधे फर्म द्वारा विद्यमान अधिनियम/आदेश के अनुसार लागू कर्मचारी भविष्य निधि, कर्मचारी राज्य बीमा द्वारा अनुरक्षित सभी कार्यकर्ता लेखा को सीधे भुगतान करने को उत्तरदायी होगा । मज़दूरी की मामले में या कोई सेवा परिस्थिति में फर्म/ठेकेदार और जनशक्ति के बीच कोई विवाद आ जाए वह एजेंसी और तैनात कार्यकर्ताओं द्वारा अपने आप निपटाया जाएगा । कैरोफअसं, कासरगोड ऐसे विवाद का कोई पार्टी नहीं होगा । सभी अधिनियम और सरकार अनुदेशों के प्रावधान के साथ अनुपालन करना फर्म/ठेकेदार का उत्तरदायित्व होगा । । सामान्य में नियोजित बल के विषय में और ब्यौरे पर कार्य के लिए लगाए गए कार्मिकों के कल्याण के संबंध में यदि कोई सांविधिक प्रावधान का किसी स्थिति का उल्लंघन किया जाता है तब निष्पादन सुरक्षा का जब्त किया जाए और फर्म/ठेकेदार को काली सूची में डाला जाएगा ।

The ICAR-CPCRI, Research Centre, Kidu 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, Research Centre, Kidu for compensation or financial assistance on this account. 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 Research Centre, Kidu no case shall be a party to such a dispute. It shall be the responsibility of the firm / contractor to comply with the provision of all Acts and Government instructions. If any statutory provision of any statute is violated in general concerning the force employed and in regard to Welfare of the personnel engaged for the work on particulars, then the performance security will be confiscated and firm/contractor will be blacklisted.

- 17 **जोखिम शर्त:** यदि सेवा असंतोषजनक पाया जाता है तो कारण बताओ नोटिस जारी करेगा जिसका जवाब एक हफ्ते के अंदर दिया जाना होगा, किसी भी समय पर सेवा बंद करने का अधिकार भाकृअनुप-कैरोफअसं 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, Research Centre, Kidu reserves the right to discontinue the service at any time if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security deposit or pending bills or by raising a separate claim.

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

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

governing the same.

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

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

- 20 सेवा प्रदाता का कार्मिक किसी भी व्यक्ति से कार्यालय का विवरण, प्रचालन प्रक्रिया, तकनीकी जानकारी, सुरक्षा व्यवस्थाएँ, प्रशासनिक और संगठनात्मक मामलें जो कि ये सब गोबनीय प्रकृति का है, नहीं प्रकट करना होगा। सेवा प्रदाता यह सुनिश्चित करना होगा कि एजेंसी/ठेकेदार का किन्हीं भी व्यक्ति भा कृअनुप-कॅरोफअसं, कासरगोड 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, Research Centre kidu.

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

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

- 22 फर्म का कार्य और/उसके कर्मचारी के कारण भाकृअनुप-कॅरोफअसं, 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-कॅरोफअसं, कासरगोड, उसकी संपत्ति, नामित अधिकारी या कर्मचारी को हुई है तो नष्ट को ठीक करने में ठेकेदार बाध्य होगा या भाकृअनुप-कॅरोफअसं, 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, Research Centre kidu 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, Research Centre kidu, 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 Scientist In Charge, ICAR-CPCRI, Research Centre may deem, fit.

- 23 निदेशक, भाकृअनुप-कॅरोफअसं 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-कॅरोफअसं, कासरगोड के साथ किसी भी प्रकार से संबद्ध नहीं होगा।

The Scientist In Charge, ICAR-CPCRI, Research Centre kidu 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, Research Centre kidu in any way whatsoever.

- 24 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-कैरोफअसं पर आरक्षित है। और फर्म/ठेकेदार को उसके लिए अनुबंध समयावधि में आवश्यक कार्रवाई करनी चाहिए। चूक जाने से संविदा बंद करना होगा और फर्म/संविदा को आगे संविदा दर उद्घट करने में कालीसूची में डाला जाएगा।

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

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

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

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

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

- 27 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.

- 28 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.

- 29 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.

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

An amount of 5% tendered amount as a Security deposit for the contract is to be deposited by the selected agency / successful Tenderer only after receiving a communication from ICAR-CPCRI, Kasaragod.

In the event of non-deposition of the same the earnest money will be forfeited. If Tenderer does not accept the offer after issue of letter of award by Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice and EMD will be forfeited.

- 31 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.

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

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

- 33 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.

- 34 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.

- 35 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.

- 36 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.

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

The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not take back his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the Institute. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him in the manner prescribed by the Institute.

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

The ICAR-CPCRI, Research Centre kidu 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.

- 39 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 होभा कृअनुप 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.

- 40 ठेकेदार द्वारा नियोजित कार्याकर्ता 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.

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

तरल क्षतियाँ शर्त LIQUIDATED DAMAGE CLAUSE

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

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

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

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

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

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

ANNEXURE III: PARTICULARS OF QUOTING AGENCY

- 1) Name of the Agency :
- 2) Full address with Phone No., E - mail etc :
- 3) Name of the Proprietor :
- 4) PAN No. /Circle/ Ward :
- 5) Earnest money deposited with No. dated :
- 6) EPF Registration No. :
(Enclose self attested copy)
- 7) ESI Registration No. :
(Enclose self attested Copy)
- 8) Labour license for the work from the office :
of Central/State Govt. Labour Department
(Enclose self attested copy)
- 9) Details of work experience in Central/State :
Govt. establishments//Autonomous
bodies/ Corporation (enclose self
attested copy)
- 10) Name, A/c. No, IFSC code
and full address of your Bank :
- 11) Name of the permanent Representative to be :
visiting ICAR- CPCRI, Research Centre kidu 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,
CPCRI, Research centre, Kidu,
Nettana Dakshina
Kanada District - 574 230

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 / www.eprocure.gov.in, etc.; as per your NIT / advertisement, given in the above-mentioned website(s).

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

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

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

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

Yours Faithfully,

Authorized Signatory.

(Signature of the Bidder, with Official Seal)

Email id for correspondence

ANNEXURE V: TENDER SCHEDULE

QUOTATION FOR THE WORK “Proposal for purchase of tractor attachments (Loader and Bucket) for intercultural operations at ICAR – CPCRI Research Centre Kidu”**Schedule of work**

No.	Description	Detailed specifications
1.	Loader and Bucket	<p>Loader specification:</p> <p>Loader dump height- 9 to 11ft, Backhoe maximum digging depth 11 to 12ft.</p> <p>Bucker Specification:</p> <p>Front bucket-0.75 to 08 cu m, back bucket- 0.2 to 0.23cu m.</p>

SI.No.	Attachment	Tractor Specification
1.	BHL-(H-MAX) Heavy Duty HSN Code (8431)	Bull Loader Specification: Loader Dump Height 2988mm(9ft to 9.6 in), with optional booster bucket (13ft-9.12in) BHO Maximum Digging Depth 35401 (11ft 3inch) Bucket: B B kt 0.75 (teeth), 0.23 CUM BUCKET, TRENCH BUCKET

Note: - 1. Payment for the work will be done against the work bill submitted on completion of work along with work completion certificate from the respective Section Officer.

2. Rate may be quoted as per BOO & Schedule.

Annexure- VI

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

Description of Work	Sl. No.	EMD Amount
" <u>Proposal for purchase of tractor attachments (Loader and Bucket) for intercultural operations at ICAR – CPCRI Research Centre Kidu</u> "	01	65,000.00
Grant Total		65,000.00

Note:

1. Rate may be quoted as per BOQ/Schedule

Annexure- VII

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

Details of last 3 years experience/work done.

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

(Authorised signatory & address)