



भा.कृ.अनु.प. - केंद्रीय पटसन एवं समवर्गीय रेशा अनुसंधान संस्थान
ICAR-CENTRAL RESEARCH INSTITUTE FOR JUTE & ALLIED FIBRES
(Indian Council of Agricultural Research)

बैरकपुर, कोलकाता/ BARRACKPORE, KOLKATA - 700 121, पश्चिम बंगाल/ WB

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F. No. 1(A-1)/2020-Stores/Printing & Binding

Dated: 05.07.2022

GENERAL INSTRUCTIONS TO THE BIDDERS

1.	The Tender should be submitted in accordance with these instructions and any tender not confirming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender and contract.
2.	The bidder is being permitted to tender/quote in consideration of the stipulation on his / her part that after submitting his / her tender/quotation, he / she will not refuse his / her offer or modify the terms and conditions thereof. In the event of the offer made by the bidder not being accepted, the amount of earnest money deposited by the bidder will be refunded to him / her, in the manner prescribed by the Institute without any interest.
3.	Bidders are requested to visit the website http://eprocure.gov.in/eprocure/app and https://crijaf.icar.gov.in/ regularly. Any changes /modifications in tender enquiry will be intimated by corrigendum through this websites only.
4.	<p>Bid Securing Declaration:</p> <p>i) Bidder should prepare the Bid Securing declaration as per the instructions specified in the tender document (Annexure V).</p> <p>ii) Copy of the Bid Securing Declaration should be uploaded onto the CPP Portal in the relevant folder while submitting bids.</p> <p>iii) In case the Bid Securing Declaration is not uploaded in the CPPP then the Director, ICAR-CRIJAF, reserves the right to forthwith and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.</p> <p>iv) The Bid Securing Declaration will be executed:</p> <p>a. If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.</p> <p>b. In case of a successful Bidder, if the Bidder fails to furnish the Performance Security in accordance with the terms and conditions (including timelines for furnishing PS) of this tender, as mentioned in clause 10.</p> <p>c. During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.</p> <p>v) The decision of the Director, ICAR-CRIJAF regarding execution of Bid Securing Declaration shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.</p>
5.	All the bidders are required to submit sample copies of each type of binding i.e. perfect binding, hard binding, centre staple at two places and perfect binding with stitching to the Purchase & Stores Section, ICAR-CRIJAF, Barrackpore before bid submission closing date and time as mentioned in

	the NIT. Failure to submit samples will lead to rejection of tender.
6.	The Technical Bids will be opened on 28.07.2022 at 1100 hrs. The date & time for opening of Financial Bids will be notified on the portal. The bidders may regularly check the portal regarding the date of opening of financial bid.
7.	The tender is liable to be rejected if complete information, as required, is not provided therein or if the particulars asked for in the schedules to the tender/quotation is not fully filled in.
8.	In case of partnership firms, where no authority has been given to any partner to execute the contract / agreement concerning the business of the partnership, the tender/quotations and all other related documents must be signed by every partner of the firm. A person signing the tender/quotation form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has the authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the Institute shall, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages. Each page of the tender/quotations, the schedules to the tender/quotations and annexure, if any, should be signed by the tender/bidder.
9.	If the bidder do not accept the offer, after issue of award letter by the Institute within 15 (Fifteen) days, the offer made shall be deemed to be withdrawn without any notice.
10.	The Institute is not bound to accept the lowest or any other tender/quotations on specific grounds and also reserves the right of accepting the tender/quotations in whole or in part and rates may be accepted & approved for some of the specific and need based points only. However, all the firms are required to quote for all the items and incompletely filled-in financial bids will not be accepted. Tender/quotations containing any other specific terms & conditions not agreed to by the Institute may not be entertained. An amount of Rs. 16,000/- (Rupees sixteen thousand only) would be required to be deposited as Performance Security by the successful bidder only after receiving a communication from the Institute in this regards. In the event of non-submission of the same the Award of Contract will be cancelled and Bid Security Declaration will be effective. Performance Security will be remained valid for a period of sixty days beyond the date of satisfactory completion of all contractual obligations of the service provider. No interest on Performance Security shall be paid by the Institute to the bidder/service provider.
11.	The Director, ICAR-CRIJAF, Barrackpore, Kolkata reserves the right to reduce or terminate the period of contract in the interest of the Institute, for any justifiable reasons, not mandatory to be communicated to the bidder. Decision of the Director, ICAR-CRIJAF, Barrackpore, Kolkata 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, the dispute shall be referred to the sole arbitrator to be appointed by the Director, ICAR-CRIJAF, Barrackpore, Kolkata. The decision of the sole Arbitrator so appointed shall be final and binding on both the parties. Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 96.
12.	Award of contract by the Institute will be communicated by mail, post or any other electronic mode.
13.	The service provider shall not sub-let the contract.
14.	In case of any loss or damage done to the property of the Institute attributable to the acts of personnel of the contractor, the full damages will be recovered from the

	Agency / Contractor and decision of the Competent Authority of Institute in this regard will be final and binding on the service provider.
15.	Successful bidder will have to enter into a detailed contract agreement with ICAR-CRIJAF on a non-judicial stamp paper of Rs. 100/- (Rupees One Hundred only) . Cost of stamp paper to be borne by the firm.
16.	Bidders should submit all the required documents on CPPP as detailed below: <ul style="list-style-type: none"> a) Scanned and signed copy of certificate of GST registration and PAN Card. b) Scan copy of the General Terms and Conditions governing the contract mentioned on Annexure-I duly signed and stamped. c) Scanned and signed copy of work order/ARC in the relevant field for providing such services in Central Govt. establishments / Autonomous bodies of Govt. of India / Corporations of Govt. of India/ reputed public or private organizations during 2020-21 and 2021-22. d) Scan copy of the tender acceptance letter and genuineness of documents on company letterhead as per Annexure-III duly signed and stamped. e) Scanned copy of Self declaration of NON-BLACKLISTING on company letterhead as per Annexure - IV duly signed and stamped. f) Scanned and signed copy of Bid Securing Declaration as per the instructions specified in the tender document (Annexure-V) g) Scanned and signed copy of Bank details (Mandate Form). h) Scanned and signed copy of Income Tax Return of the firm for the Assessment Year (AY) 2021-22.
17.	Bid validity: 90 days
18.	The bidders shall quote their rates in INR only in the BOQ (Financial Bid).
19.	The rates should be quoted as per BoQ uploaded in the CPP Portal as it is and bidders quote their offer/rates in the permitted column and upload the same in the Financial Bid. The Bidder shall not tamper/modify downloaded price bid template in any manner. In case there is a tie between two or more bidder in L-1 position, the firm with the earliest registration would be considered as L-1 bidder.
20.	While submitting the tender, if any of the prescribed conditions are not fulfilled or kept incomplete in any form, the tender is liable to be rejected. If any bidder stipulates any condition of his own, such conditional tender is liable to be rejected. Director, ICAR-CRIJAF, reserves the right to reject any tender/bid wholly or partly without assigning any reason.

Sd/-
Asstt. Admn. Officer (Stores)

General Terms & Conditions Governing the Contract

- a) The selected agency shall provide sufficient number of proofs and at least three proofs will be produced by the press in made-up pages and press will be responsible for the first proof reading. Press will be responsible for all the corrections to be carried out as per the subsequent corrections (if any) marked by this office. Press will also be responsible for making the dummy according to the instructions of this office and get it approved by the concerned officer. The press shall also make arrangements for delivering the proofs to the concerned officers of the Institute & for collecting them back promptly.
- b) The research publications / books, etc., will be printed in English / Hindi / Bengali or in diglot form as required.
- c) High quality of prints will have to be ensured by the printing agency. For improperly printed copies, poor binding, poor colour scan, etc., a penalty of 5% of the total value of the work order will be imposed as decided by the competent authority. **In case of unsatisfactory work, the institute reserves the right to cancel the order as well. The decision regarding quantum of penalty, whether 5% penalty on total value of work or complete cancellation of order, will be the sole discretion of the institute. Further, the conditions mentioned are based on the work required and the infrastructural facilities of printers are not included in the provided specifications.**
- d) The printing agency must allow officials from the Institute in the press to check the draft/final setting of the matter before printing.
- e) The printed material is to be delivered F.O.R. at the ICAR-CRIJAF, Barrackpore, Kolkata - 700121.
- f) Bills: Pre-receipted bill (in triplicate) should be submitted along with delivery of printed material and delivery Challan immediately, but, in any case, not later than **10 (ten) days** from the date of delivery of the printed material.
- g) The material will not be accepted in case it is not of acceptable quality as per terms and conditions of the contract and is liable to be rejected out rightly by the Competent Authority. The deficiency should be rectified by the firm else no payment shall be made for such work. The decision of the Institute in this regard shall be final and binding on the firm.
- h) The original manuscripts along with their input material such as photographs, graphs, illustrations, etc., are to be returned to this office after the completion of the work.
- i) **DELIVERY:** The printed material completed in all respect are to be delivered at ICAR-CRIJAF, Barrackpore, Kolkata within 20 (twenty) days from the date of approval of the final proof. However, the institute has reserve the rights to increase or decrease the delivery period whenever required.
- j) Each printing job shall be completed and copies delivered within the stipulated period from the date of clearance of final proofs. If not, ICAR-CRIJAF will have the right to impose a penalty @ 0.5% per week or 10% on the total cost of work order as liquidated damage charges. **In case of non-delivery of printed copies within the stipulated schedule given or if specially mentioned on the work order, the institute reserves the right to cancel the order as well. The decision regarding quantum of penalty, whether 0.5% per week or more of the total cost of work or complete cancellation of the order, will be the sole discretion of the institute.**
- k) **This contract is for a period of 1 year initially and to be extended on mutual consent on quarterly/half yearly basis subject to the satisfactory services/performance and on the approved terms and conditions.**
- l) The applicable taxes will be deducted from your bills.

- m) No escalation of rate will be entertained during the contract period and ICAR-CRIJAF shall not be responsible for any other kinds of claims.
- n) **MODE OF PAYMENT:** ICAR-CRIJAF shall make payment only through PFMS mode. **No advance payment will be made.** No interest is payable on delayed payment.
- o) **TERMINATION:** This contract can be terminated by giving one month's notice on either side and that any notice required to be served shall be sufficiently served on the parties if delivered to them personally or dispatched by the address herein given under registered post. The ICAR-CRIJAF will have no responsibility for any loss / damage caused to them. This also cannot be challenged in any court of law.
- p) The contract is likely to be terminated in case the conditions of the agreement are not fulfilled (The draft agreement is enclosed herewith for ready reference at Annexure-II).
- q) Finalized text and cover page with pictures & illustrations on fresh CD in PDF format needs to be provided by the firm to ICAR-CRIJAF free of cost.
- r) In case of any disputes the area of jurisdiction will be Kolkata only.
- s) Notwithstanding anything contained in clause (a) to (r) it is specifically agreed and understood that the Director, ICAR-CRIJAF at its discretion will terminate the agreement in case of following contingencies:
- i) If the Contracting Agency fails to execute the work entrusted to the satisfaction for which Director, ICAR-CRIJAF shall be the sole judge.
 - ii) If the Contracting Agency fails to discharge their legal obligations towards the execution of contract.
 - iii) If the Contracting Agency commits breach of any of the clauses of the agreement.
 - iv) The ICAR-CRIJAF will not be made liable or responsible to the officials of Labour Commission, Income Tax, GST, Trade Tax or any other departments. In case any objection in connection with statutory / legal obligations is raised by any of the appropriate Authorities, it shall be the sole responsibility of the Contracting Agency to satisfy any of the officials of concerned departments.
 - v) Under no circumstances, the ICAR-CRIJAF shall be made liable for additional monetary involvement besides that what has been mutually agreed upon.

**DRAFT SPECIMEN AGREEMENT TO BE SIGNED BY THE CONTRACTING
AGENCY**

(On non-judicial stamp paper of value of Rs.100/-)

This agreement is made at (Place) on (Month / year) day of between (Name of the institute) (hereinafter called Institute) through (Designation of the Competent Authority of the Institute) which term shall include its successors, assignees etc. on the first part and (Name & address of the firm) (hereinafter called the Firm) which term shall include its authorized representatives, successor, assignees etc. on the other part.

Whereas the (Name of the Institute) has decided to assign the annual job work contract for providing (nature of job) at (Name of the Institute) (location) to the firm on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows

1. This agreement shall come into force w.e.f. (date) and will remain in force for a period for one year but can be terminated by (Name of the Institute) by giving one calendar month's notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, on mutually agreed terms.
2. The firm shall be responsible for annual job work contract for providing (nature of job) at (location)
3. Consolidated charges for job / work contract for providing services at(Name of the Institute) is as per terms and conditions specified and scope of work as per Schedule -I in the tender/quotation document including all the taxes viz. GST and other taxes as applicable will be paid to the firm by the Institute. The firm will raise a bill of this amount within 10 days of completion of job and the payment will be released by the institute in the form of PFMS wire transfer to the firm subject to satisfactory performance / delivery of contracted job / work / services.
4. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.
5. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the Director, ICAR-CRIJAF. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.
6. That the firm shall issue delivery challan while delivering the goods into ICAR-CRIJAF, Barrackpore, Kolkata and obtain signature of the indenter/authorized official taking the delivery.
7. That the Firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
8. That in case the Firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the ICAR-CRIJAF, Barrackpore, Kolkata may cancel the contract.

9. It is also agreed that under no circumstances, the volunteers and / or the employees / workmen of the Firm shall be treated, regarded or considered or deemed to be the employees of the(name of the Institute) and the Firm alone shall be responsible for their remuneration, wages and other benefits, etc. Firm shall indemnify and keep indemnified the (Name of the Institute) against any claim that it may have to meet towards the employees / workmen of the Firm. Firm's employees / workmen shall have no claim to absorption / regularization and financial benefits etc. that are admissible to regular employees in the office of (Name of the Institute)
10. The contract is subject to the conditions that the firm shall comply with all the laws and by laws of the Central Govt. / State Govt. as applicable relating to this contract.
11. In case of any loss or damage to the property of the institute which is attributable to the firm, the full damages will be recovered from the firm.
12. The Firm shall not transfer its right or sub - contract to anyone else.
13. The Firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligently and honestly.
14. In case of any accident / loss of life of the workers during discharging duties compensation to be given to the workers, the same shall be borne by the Firm.
15. The firm shall designate a Representative / Coordinator for immediate interaction with the organization.
16. The terms and conditions as stipulated in the tender/quotation documents and enclosed herewith, shall be part of the agreement.

PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE

- i) **In case of unsatisfactory work, it will be brought to the notice of the supervisory staff of the firm by ICAR-CRIJAF, Barrackpore, Kolkata and if no action is taken within prescribed period liquidated damages clauses will be invoked. The institute reserves the right to cancel the order as well. The decision regarding quantum of penalty, whether 5% penalty on total value of work or more or complete cancellation of order, will be the sole discretion of the institute.**
- ii) **In case of non-delivery of printed copies within the stipulated schedule given or if specially mentioned on the work order, the institute reserves the right to cancel the order as well. The decision regarding quantum of penalty, whether 0.5% per week or more of the total cost of work or complete cancellation of the order, will be the sole discretion of the institute.**

The decision of (Competent Authority of the Institute) shall be final and binding on the contractor / agency in respect of any clause covered under the contract and any matter incidental to the contract.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

(Name & Address of the firm)

(For the Institute)

Witnesses:

1. _____
2. _____

Witnesses:

1. _____
2. _____

**TENDER ACCEPTANCE LETTER FOR PRINTING & BINDING JOB CONTRACT AT
ICAR-CRIJAF, BARRACKPORE, KOLKATA**

(On company letterhead duly signed and stamped)

Full Name and address of the tenderer/bidder in addition to address and other relevant information needed for the complete Address:

Telephone No.
FAX No.
Telegraphic Address
E-mail

To

The Director
ICAR-CRIJAF, Barrackpore, Kolkata – 700 121.

Sir,

I / we have read all the particulars regarding the general information and other terms and conditions (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement of the Annual Rate Contract for Printing & Binding Job of ICAR-CRIJAF, Barrackpore, Kolkata and I / we shall abide by the terms / conditions / clauses contained therein. We are agreed to provide the services as detailed in schedule herein or to such portion thereof as you may specify in the acceptance of the tender/quotation at the rates given in financial bid and I / We agree to hold this offer open till 90 days from the date of opening of the financial bid.

I/We do hereby declare that all the details submitted by me while quoting are true to the best of my/our knowledge and belief and any misrepresentation of facts will render me/us liable to take any action as may be deemed fit by ICAR-CRIJAF, Barrackpore, Kolkata.

I/We do hereby also accept ICAR-CRIJAF, Barrackpore, Kolkata have the right to accept or reject my application without assigning any reason.

1. I / we shall be bound by a communication acceptance dispatched within the prescribed time.
2. I / we have understood the terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.

Signature & Seal of Tender/bidder with date-----

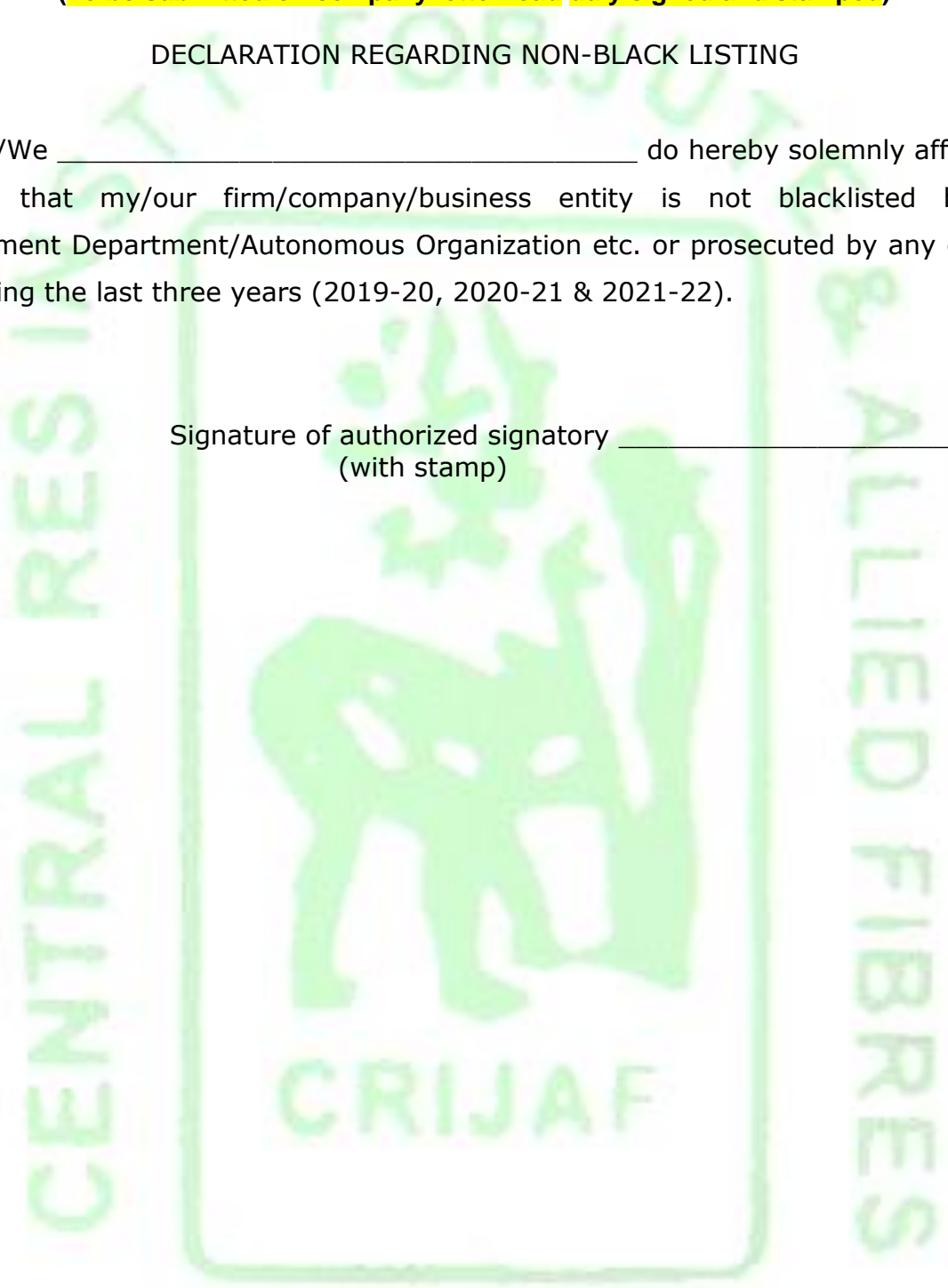
Address_____

(To be submitted on company letterhead duly signed and stamped)

DECLARATION REGARDING NON-BLACK LISTING

I/We _____ do hereby solemnly affirm and declare that my/our firm/company/business entity is not blacklisted by any Government Department/Autonomous Organization etc. or prosecuted by any court of law during the last three years (2019-20, 2020-21 & 2021-22).

Dated: _____
Signature of authorized signatory _____
(with stamp)



(To be submitted in the company letter head)

Annexure - V

Date:
Bid No.:

**To
The Director,
ICAR-CRIJAF,
Barrackpore, Kolkata – 700 121.**

We, the undersigned, declare that:

We, M/s.....(herein referred as bidder) understand that, according to terms and condition no. 4 of the tender bid is to be supported with a Bid Securing Declaration, therefore being a bidder we render the declaration that:-

We will automatically be suspended from being eligible for bidding in any contract with the ICAR-CRIJAF, Barrackpore, Kolkata – 700 121 (herein referred as Purchaser) for the period of *3 years*, starting on bid submission closing date, if we will breach any of the following obligation(s) under the bid conditions:-

- (a) If the Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
- (b) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

Bidders understand that this declaration shall expire if Bidder is not the successful Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

(Signature)
Authorized Signatory

Name : _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____