



भा. कृ. अनु. प.- केन्द्रीय पटसन एवं समवर्गीय रेशा अनुसंधान संस्थान
ICAR-CENTRAL RESEARCH INSTITUTE FOR JUTE & ALLIED FIBRES
(भारतीय कृषि अनुसंधान परिषद)

(Indian Council of Agricultural Research)

नीलगंज, बैरकपुर, कोलकाता-700 120, पश्चिम बंगाल

NILGANJ, BARRACKPORE, KOLKATA-700120, WEST BENGAL

(An ISO 9001:2015 Certified Institute)

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F. No. 1(A-1)/Stores/Printing/2019-20

Dated: 20.05.2019

Printing and binding tender terms & conditions

The tender/quotation must be submitted after going through the instructions contained in **Annexure – I & II.**

1. 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. If the bidder fails to observe and comply with the foregoing stipulations, the earnest money will be forfeited by the Institute. 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.
2. Earnest Money Deposit (EMD): ₹20,000/- (Rupees twenty thousand) only in the form of Demand Draft drawn in favour of ICAR-UNIT-CRIJAF" payable at Barrackpore, Kolkata or EMD exemption certificate (if applicable). The EMD/EMD exemption certificate should be submitted in a sealed envelope super-scribed as "**Earnest Money Deposit for ARC of Printing & Binding**" and NIT No. **03/2019-20. The Demand Draft or Exemption Certificate may be dropped at the Tender Box kept in the Purchase & Stores Section, ICAR-CRIJAF, Barrackpore before the bid submission closing date and time as mentioned in the NIT.** Failure to deposit Earnest Money will lead to rejection of tender. In the event of awardee bidder backing out, EMD of the bidder will be forfeited.
3. **All the bidders are needed to submit sample 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.**
4. The Technical Bids will be opened on 11.06.2019 at 03:00 p.m. 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.
5. The tender/quotation is liable to be ignored if complete information, as required, is not given therein or if the particulars asked for in the schedules to the tender/quotation is not fully filled in. Individual signing the tender/quotations 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 firm 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.
6. 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.

7. If the bidder do not accept the offer, after issue of award letter by the Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice & earnest money will be forfeited.
8. 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 may not be entertained. Tender/quotations containing any other specific terms & conditions not agreed to by the Institute may not be entertained. An amount of **₹50,000/- (Rupees Fifty 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 EMD will be forfeited. No interest on security deposit and earnest money deposit shall be paid by the Institute to the bidder/service provider.
9. 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.
10. Acceptance by the Institute will be communicated by FAX / Telegram, Express letter or any other form of communication. Formal letter of acceptance and work order of the Tender/quotations will be forwarded as soon as possible, but the earlier instructions in the FAX / Telegram / Express letter, etc. should be acted upon immediately.
11. The service provider shall not sub-let the contract.
12. 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.
13. Successful bidder will have to enter into a detailed contract agreement with ICAR-CRIJAF on a non-judicial stamp paper of **₹100/- (Rupees One Hundred only)**. Cost of stamp paper to be borne by the firm.
14. If the services of the contractor is found to be not satisfactory as per our terms and conditions mentioned against each work in the contract, a penalty as deemed fit (minimum of ₹500/- per case) shall be imposed and deducted from the bills of the service provider.

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) Each job shall be completed and copies delivered within the stipulated schedule as mentioned in P.O. (depending on the size and complexity of the publication) from the date of clearance of final proofs. If not, this office will have the right to impose a penalty @ 0.5% per week or part thereof on the total cost of work for delay beyond the stipulated periods.
- d) The printed material is to be delivered F.O.R. ICAR-CRIJAF, Barrackpore, Kolkata.
- e) 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.
- f) 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 corrected 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.
- g) 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.
- h) All taxes, as applicable, will be paid.
- i) **MODE OF PAYMENT:** ICAR-CRIJAF shall make payment through PFMS/ RTGS or any other kind of Electronic mode as deemed fit to the agency. However taxes shall be deducted at source from bills, as per rule of the Government.
- j) **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.
- k) 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).
- l) 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.
- o) In case of any disputes the area of jurisdiction will be Kolkata only.
- p) 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:

1. If the Contracting Agency fails to execute the work entrusted to the satisfaction for which Director, ICAR-CRIJAF shall be the sole judge.
2. If the Contracting Agency fails to discharge their legal obligations towards the execution of contract.
3. If the Contracting Agency commits breach of any of the clauses of the agreement.
4. The ICAR-CRIJAF will not be made liable or responsible to the officials of Labour, 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.
5. Under no circumstances, the ICAR-CRIJAF shall be made liable for additional monetary involvement besides that what has been mutually agreed upon.

CENTRAL RES IN



8 ALLIED FIBRES

**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/RTGS / NEFT/ 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 (Name of the Institute) 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 Challans while delivering the goods into (Name of the Inst.) Premises and dated signatures of only the duly authorised official taking the delivery may be obtained.
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(name of the Institute) 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. An amount of ₹500/- will be levied as liquidated damages per case, whenever and wherever it is found that the work is not up to the mark. It will be brought to the notice of the supervisory staff of the firm by (Name of the Institute) and if no action is taken within prescribed period liquidated damages clauses will be invoked.

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. _____

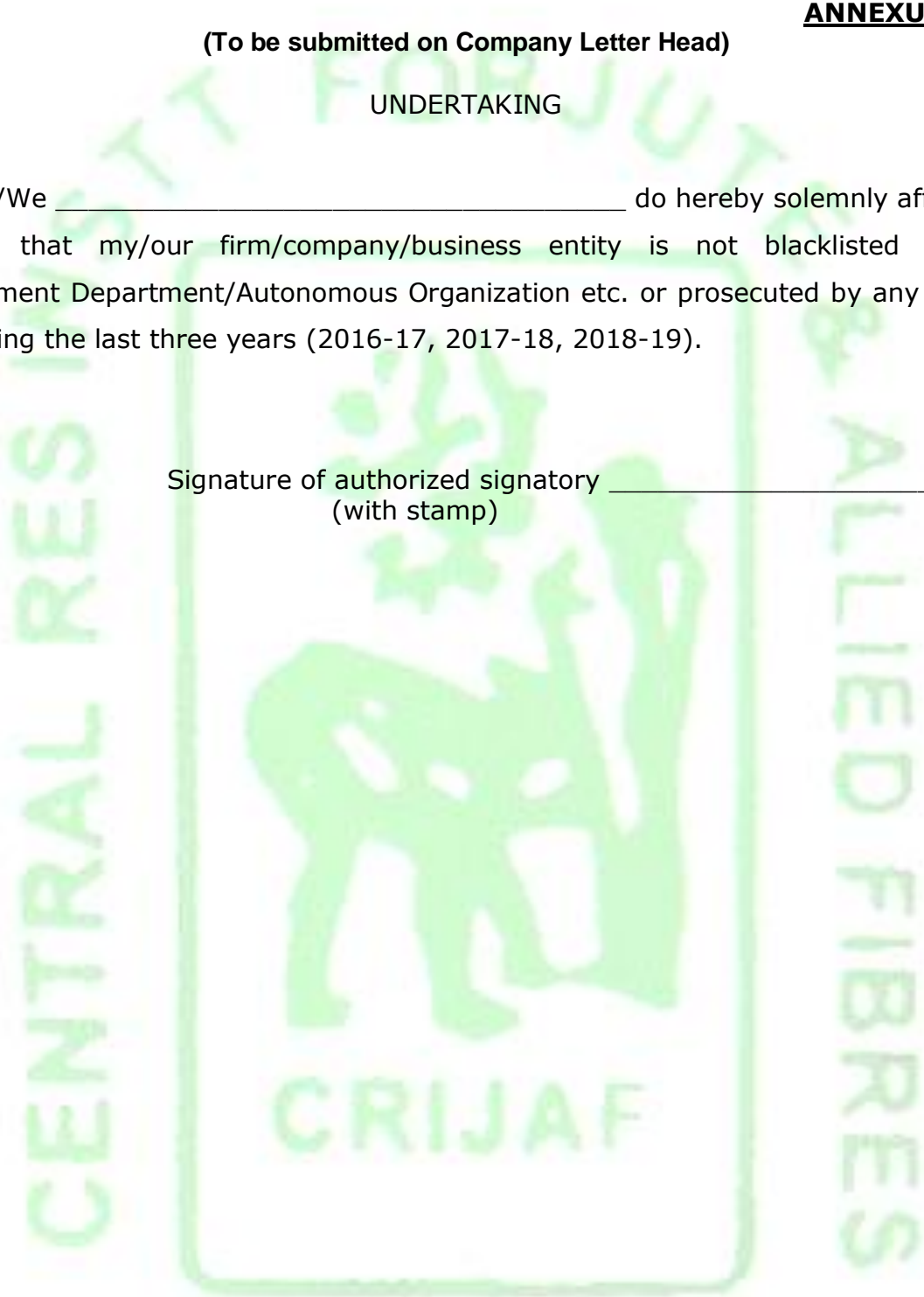
(To be submitted on Company Letter Head)

UNDERTAKING

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 (2016-17, 2017-18, 2018-19).

Dated:

Signature of authorized signatory _____
(with stamp)



Online Bid Submission Details

Online Bid Submission:

The Online bids (complete in all respect) must be uploaded online in Two Covers as explained below:-

COVER - 1			
Sl. No.	Documents	Label Content	File types
1	Technical Bid	Scan copy of the General Terms and Conditions mentioned on Annexure-I duly signed and stamped.	.PDF
2		Scan copy of the draft specimen agreement mentioned on Annexure-II duly signed and stamped.	.PDF
3		Scan copy of the tender acceptance letter as per Annexure-III duly signed and stamped.	.PDF
4		Scan copy of the undertaking mentioned on Annexure-IV duly signed and stamped.	.PDF
5		Scan copy of Earnest Money Deposit by way of Demand Draft or scan copy of certificate for EMD exemption, if claiming.	.PDF
6		Scan copy of Registration of Firm for printing jobs/Trade License of the firm issued by appropriate govt. department.	.PDF
7		Scan copy of Income Tax return of the Firm for the year FY 2016-17 and FY 2017-18.	.PDF
8		Experience details of the firm in the field of providing such services in Central Govt. establishments / Autonomous bodies of Govt. of India / Corporations of Govt. of India/ reputed public or private organizations.	.PDF
9		Scan copy of PAN Card, GST registration certificate issued by appropriate govt. department.	.PDF
10		Scan copy of bank mandate form.	.PDF
11	Financial Bid	BOQ	.XLS