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ಹೆಸರಗಟ್ಟ ಕೆರೆ ಅಂಚೆ, ಬೆಂಗಳೂರು-560 089

भा.कृ.अनु.प.- भारतीय बागवानी अनुसंधान संस्थान
हेसरगट्टा लेक पोस्ट, बेंगलूरु - 560 089

ICAR-Indian Institute of Horticultural Research
Hesaraghatta Lake Post, Bengaluru - 560 089

EPABX: 080-23086100 Extn: 218 & 217

FAX: 080-28466291 – Email: purchase.iihr@icar.gov.in



F.No.5-37/2023-24/SP/IIHR/

Dated.16.12.2023

NOTICE FOR INVITING TENDER THROUGH E-PROCUREMENT

Online Bids are invited from interested firms under **Two bid system (Technical bid/financial bid)** for **ANNUAL MAINTENANCE CONTRACT FOR OPERATION AND MAINTENANCE OF COLD STORAGE CUM GENE BANK AT ICAR - IIHR, HESARAGHATTA UNDER DEPARTMENTAL SUPERVISION DURING THE FINANCIAL YEAR 2023-24** Manual bids will not be entertained.

Tender documents may be downloaded from e-procurement website of CPPP <https://eprocure.gov.in/eprocure/app> as per the schedule given in CRITICAL DATE SHEET as under:

CRITICAL DATE SHEET

Tender No.	F.No.5-36/2023-24/SP/IIHR/
Name of Organization	ICAR-INDIAN INSTITUTE OF HORTICULTURAL RESEARCH, Hesaraghatta Lake Post, Bangalore
Date and Time for Issue/Publishing	16.12.2023 at 04:00 PM
Document Download/Sale Start Date and Time	16.12.2023 at 04:00 PM
Bid Submission start Date and Time	16.12.2023 at 04:00 PM
Bid Submission End Date and Time	05.01 .2024 at 03:00 PM
Date and Time for Opening of Technical Bids	08.01.2024 at 10:00 AM
Address for Communication	Senior Administrative Officer (Purchase), IIHR, Hesaraghatta Lake Post, Bangalore

Sd/-

CHIEF ADMINISTRATIVE OFFICER

INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. The Tender form/bidder documents may be downloaded from the <https://eprocure.gov.in/eprocure/app>. **Online submission of Bids through Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) is mandatory.** Manual/Offline bids shall not be accepted under any circumstances.
2. Tenderers/bidders are requested to visit the website <https://eprocure.gov.in/eprocure/app> regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.
3. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Council reserves the right to accept or reject any or all the tenders.
4. The Firms are required to deposit (in original) **EMD of Rs.25,000/-** in the shape of Demand Draft in favour of **THE DIRECTOR, ICAR, UNIT-IIHR payable at Bangalore** may be address to **Senior Administrative Officer (Purchase), IIHR, Hesaraghatta Lake Post, Bangalore-560089** on or before **bid opening date and time as mentioned in the Critical Date Sheet.**
5. **Please note that only online Bids will be accepted.**
6. Bidders need not to come at the time of Technical as well as Financial bid opening at IIHR. They can view live bid opening after login on CPPP e-procurement portal at their remote end. If any dispute arises, Within Bengaluru Jurisdiction only.
7. The firms are also required to upload copies of the following documents for Technical eligibility and Evaluation:-
 - **Technical Bid**
 1. Scanned copy of the documents Registered with PWD/CPWD/MES/Railways.
 2. PAN Card copy
 3. GST Number with Registration Certificate
 4. Bank details of the firm.
 5. Scanned copy of Income Tax Returns statement for Financial Year 2019-20, 2020-21, 2021-22
 6. Scanned copy of Profit and loss account & Balance Sheet which are audited & duly certified by the Chartered Accountant for Financial Year 2019-20, 2020-21, 2021-22.

7. Turnover of the business should be Rs.20.00 Lakhs per year (2019-20, 2020-21, 2021-22), and Chartered Accountant certified profit or Loss Account ; Balance Sheets to this effect may be enclosed.
8. **The tenderer must have undertaken and completed AMC work for Operation and Maintenance of Cold Storage cum Gene Bank / related electrical works / refrigeration works to the extent of Rs. 10.00 lakhs and above in central / state Govt. Department / Institution/ any reputed organization including private firm during the last three years and copies of documents in support of the above must be enclosed.**
9. **Scanned copy of Earnest Money Deposit (EMD) or for claiming exemption, proof like NSIC or udyog Aadhar registration,MSME if any.**
10. Signed and scanned copy of Tender acceptance letter (Annexure-VII) is mandatory.
11. Latest copies of the GST returns for 6 month(January to June,2023) is to be attached
12. **The firm must have the local office at Bangalore and should provide the services (24 X 7) as required document evidence of office may be enclosed.**
 - **Financial Bid:-**
 - a) Price Bid as BOQ XXX.xls
 - b) **The estimates is based on latest CPWD-DSR with all updates and correction slips. Firms/Contractors/Bidders should not quote too low or too high. To ensure quality materials, specification and workmanship, any tender with more than (+) or (-) 15% variation over and above or below the basic estimated cost will be summarily rejected.**
 - c) **So, the bidders must take due care while quoting.**
 - d) **Evaluation criteria: Tender will be awarded to the lowest quoted Firm among those firms qualified in the Technical Bid. In case, two or more firms quote the same amount in r/o all the items work together as a whole, then the tender will be awarded to the Firm which has got more average turnover in the last 3 years, based on IT returns/Profit & Loss account/Turnover duly certified by the CA and uploaded along with Tender through CPP.**

Sd/-
CHIEF ADMINISTRATIVE OFFICER

Annexure-II

Terms & Conditions

1. The tenderer shall quote rates, which will include the supply, installation & other incidental charges. GST, if any, should be indicated separately.
2. The rates should be quoted as per the BOQ uploaded on the CPP Portal (reference may be obtained from Annexure-III). GST, if any, should be indicated separately. It must be noted that the contract shall be awarded to the firm which fulfils all the required terms and conditions and remains L-I for **Total cost**.
3. The firm must also possess valid PAN No. & GST registration number and a copy of the same must also be enclosed with the tender document.
4. Scanned copy of Income Tax Returns statement for Financial Year 2019-20, 2020-21, 2021-22.
5. Turnover of the business should be Rs.20.00 Lakhs per year (2019-20, 2020-21, 2021-22), and Chartered Accountant certified profit or Loss Account ; Balance Sheets to this effect may be enclosed.
6. Scanned copy of Earnest Money Deposit (EMD) or for claiming exemption, proof like NSICor udyog Aadhar registration, MSME if any.
7. Latest copies of the GST returns for 6 month (January to June, 2023) is to be attached
8. **The firm should have the local office at Bangalore and should provide the services (24 X 7) as required document evidence of office may be enclosed**
9. Modification in the tender documents after the closing date is not permissible.
10. The successful firm shall **commence work** within 10 days from the date of confirmed **work order** and if the work not completed in time then EMD shall be forfeited. The rates quoted shall be valid for one year from the date of opening of tender.
11. The contractor/bidder or his representative may contact the undersigned at **Tel. No. 080-23086100 Extn: 217 & 211** for any further clarification. No variation in terms and quality of the items/specifications shall be entertained or else EMD/Security deposit shall be forfeited.
12. The bidder is advised to visit the site of works at his own expenses and obtain all information that may be necessary for preparing the quotation. Submission of quotation is acceptance by the tenderer that he has inspected the site or he is aware of all conditions.
13. The Director, ICAR-IIHR, shall have the right to reject all or any of the offers, accept more than one offer, and assign part of the job without assigning any reason.
14. Merely quoting of lowest rates does not mean that order shall be given to that firm. The competent authority will finally decide on the basis of quality & performance of past installations.
15. The Firms are required to deposit (in original) an **Earnest Money Deposit of Rs.25,000/-** amount mentioned against item in the form of Demand Draft from any of the Commercial Bank in favour of **THE DIRECTOR, ICAR, UNIT-IIHR payable at Bangalore** may be address to **Senior Administrative Officer (Purchase), IIHR, Hessaraghatta Lake Post, Bangalore-560089 on or before bid opening date and time as mentioned in the Critical Date Sheet**. No quotation shall be considered without the earnest money deposit. Demand draft drawn in favour of any officer other than 'THE DIRECTOR, ICAR UNIT-IIHR payable at Bangalore' will not be accepted and the tender will be rejected. The earnest money will be refunded only after the finalization of the procurement and no interest will be paid on earnest money. The request letter for refund of EMD & performance security is to be submitted by the firm.
16. Rates once finalized will not be enhanced/reduced during the currency of the contract.

17. In case, the successful bidder shows inability at any stage, after the contract is finalized and awarded, for whatsoever reason(s), to honour the contract, the earnest money /performance security deposited would be forfeited.
18. The Director, ICAR-IIHR reserves the right to cancel the contract at any time during the currency period of the contract without giving any reason.
19. The firm, to whom the tender will be awarded, will have to deposit the **performance security equal to 5% of the total quoted amount at which the Tender will be awarded within 21 days from the date of receipt of work order and the same will be retained during the Defect liability period(warranty) of One year. In the sense, for any material and execution defects, the firm has to set right the defects within 10 working days and maintain the said work.** If the services are not found to be satisfactory, the performance security is liable to be forfeited. No interest will be paid on performance security.
20. If any dispute(s) arises between IIHR and the firm with reference to the contract, IIHR will decide it and its decision will be binding on the firms.
21. Bid Validity: 90 days
22. Payment:- No advance or part payment will be given. The payment will be released after satisfactory completion of the work and certificate from the Indentor/Engineer.
23. **The supplier/firm has to submit the GST return for having remitted the GST amount paid by the institute to the concerned authority within 30 days from receipt of payment from IIHR, otherwise their EMD and SD/PS will not be released and such firms shall be blocklisted.**
24. **GST extra as applicable should be indicated separately in the column provided. Otherwise such quotes will be rejected.**
25. **The firm / individual must have registration with KPWD / CPWD / Indian Railways / MES / Airports Authority / PSU / IISc / ISRO etc., as an appropriate class of contractor. For this work the firm / individual has to be a licensed Electrical / Refrigeration / Mechanical contractor**
26. **Client list with contact details for verification with contact details shall be provided.**

Important Instructions:-

All are requested to furnish the required important documents, failing which the bid will be rejected without any notice.

(In case Tenderer desires to put some additional/modified stipulations, terms and conditions etc. the same may be clearly indicated separately)

Payment Terms: In order to facilitate for speedy settlement of payment you are requested to furnish the following details as below:

1. Name of the firm:
2. Name of the Bank:
3. IFSC Code of Bank:
4. Name of the Account & Account No.:
5. Branch Code:
6. Amount to be paid:

7. E-mail address of the party:
8. GST No. and Pan No. Copies

The Tenderers are required to furnish the following undertaking on their letter head separately.

- I. We agree for the operation and maintenance of Cold Storage cum Gene Bank Plant. We confirm that the our tender will meet the description, specification and other technical details as mentioned in the tender enquiry.
- II. We agree to all terms and conditions of the tender enquiry.
- III. We have furnished all the information, as required in the tender enquiry and attached the relevant documents.
- IV. We shall comply with all the statutory provisions like minimum wages, EPF, ESIC, Medical aid, Bonus etc., in respect of workers engaged for execution of AMC.

‘Terms & Conditions are acceptable’

Dated

(Authorized signatory of the firm)

ANNUAL MAINTENANCE CONTRACT FOR OPERATION AND MAINTENANCE OF COLD STORAGE CUM GENE BANK AT ICAR - IIHR, HESARAGHATTA UNDER DEPARTMENTAL SUPERVISION BANGALORE.

(Reference for BOQ) (To be quoted in format provided on CPP Portal) at ICAR-IIHR,Bangalore.

Sl. No.	Name of item	Quantity	Per unit price* (in figures/words) (as per BOQ)
01	ANNUAL MAINTENANCE CONTRACT FOR OPERATION AND MAINTENANCE OF COLD STORAGE CUM GENE BANK AT ICAR - IIHR, HESARAGHATTA UNDER DEPARTMENTAL SUPERVISION BANGALORE.	01 Unit	

- Items should be of reputed make and suitable for high end elite users
- **GST extra as applicable should be indicated separately in the column provided. Otherwise such quotes will be rejected.**
- **ICAR-IIHR Bangalore.**

Note: The above mentioned Financial Proposal/Commercial bid format is provided as BoQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the Financial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with IIHR.

Annexure-IV

i. Price structure:

a) The tenderer shall quote in the given format only for the complete requirement of services / Operation and maintenance of Cold Storage plant cum Gene Bank as one single unit operated by ONE TEAM of workers.

b) The rates and prices quoted shall be in Indian Rupees only.

c) All duties, taxes (GST) and levies payable by the contractor under the contract need to be indicated separately.

d) The rates and prices quoted by the contractor shall remain firm and fixed during the currency of the contract and shall not be subject to variation on any account, whatsoever, including statutory variations, if any.

e) while quoting the rates, firms must keep in mind the number of required Manpower, present minimum wages as applicable to the engaged workers as notified from time to time by Labour commissioner, Ministry of Labour, Govt. of India, VDA, provision for reliever, scope of work etc., The firms should not quote freak rates and end up in providing poor services as in such case the contract will be terminated.

ii. Security Performance: To ensure due performance of the contract, performance security is to be furnished by the successful bidder for an amount of 5% of the value of the services quoted per annum in the form of Account payee Demand draft, fixed deposit receipt, Bankers cheque or Bank Guarantee in favour of the Director, IIHR, Bangalore payable at Bangalore to be furnished within 21 days from the date of issue of work order.

iii. Receipt of result and terms of payment:

a) Payment term for providing required services (as and if applicable) :-

The paying authority shall release the monthly payment to the contractor as due in terms of the contract, within fifteen working days of receipt of contractor's invoice, ICAR-IIHR's receipt certificate and other accompanying documents, provided the same are in order.

iv. PAYING AUTHORITY: THE DIRECTOR, IIHR, HESSARAGHATTA LAKE POST, BANGALORE- 560 089.

v. Liquidated Damage Clause:

If any time during the performance of the contract, the contractor encounters conditions hindering timely maintenance of the services, the contractor shall promptly inform the ICAR-IIHR in writing the fact of the delay and the likely duration of the same. After receipt of contractor's communication, the ICAR-IIHR shall decide as to whether to cancel the contract for the maintenance / operation portion after the existing period. If the contractor fails to maintain the Cold Storage plant and equipment and / or perform the services within the contractual period for reasons other than circumstances beyond contractor's control (which will be determined by ICAR-IIHR) and the ICAR-IIHR extends the delivery period, the ICAR-IIHR will also deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% (half per cent per week) of the delivered price of the delayed services or unperformed services for each week of delay or part thereof until actual performance. The maximum limit of such deduction will, however, be 5% (Five per cent) of the contract price of the delayed services. Further, during such delayed period of performance, the contractor shall not be entitled to any increase in price and cost, whatsoever, on any ground.

vi) Dispute Resolution Mechanism

If any dispute or difference arises between the ICAR-IIHR and the contractor relating to any matter connected with the firm, the parties shall make every effort to resolve the same amicably by mutual discussions. However, if the parties fail to resolve the dispute or differences by such mutual discussion within 30 days, either the Second Party or the contractor may give notice to the other party of its intention to refer the same to arbitration. The arbitration shall commence thereafter. The arbitration shall be conducted by a sole arbitrator, who will be appointed by the Secretary, ICAR and the procedure to be followed in this respect will be as per the Indian Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be the place from where the contract is issued.

1. Please furnish a certified copy of your latest ITCC (INCOME TAX CLEARANCE CERTIFICATE).
2. Please indicate if you are currently carrying out any other works including AMC with any other Govt. organization and if registered, furnish all relevant details.
3. Please state whether business dealings with you presently stand banned by any Government organization and, if so, furnish relevant details.
4. The First Party shall at all times indemnify the Second Party, at no cost to the Second Party, against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the services or any part thereof, with respect to the services quoted by the First Party in its offer.
5. The contract shall be governed by the laws of India and interpreted in accordance with such laws.
6. The quotation / offer shall remain valid for acceptance for a period of Six Months. However, the rate contract will come into force with effect from the date of issue of approval letter.
7. Notwithstanding the above, the Second Party reserves the right to accept or reject any quotation or annul the tendering process and reject all quotations at any time prior to award of the contract, without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever, to the affected tenderer or tenderers.

Sd/-

CHIEF ADMINISTRATIVE OFFICER

Annexure – V (A)

SPECIFICATION & OTHER TECHNICAL DETAILS for Annual Maintenance Contract of Cold Storage cum Gene Bank Plant at ICAR-IIHR, Hesaraghatta, Bangalore.

ICAR-IIHR, Bangalore, has decided to entrust the operation and maintenance of Cold Storage cum Gene Bank Plant insulated ducting, electrical and mechanical panel boards, electrical accessories installed at ICAR-IIHR Hesaraghatta, Bangalore-560089. The Tenderer or his technical representative should possess a valid License in Air Condition / Mechanical /Refrigeration issued by the Govt. of Karnataka / India.

1. Operation and maintenance of Cold Storage cum Gene Bank Plant at ICAR-IIHR, Hesaraghatta, Bengaluru-560089 under departmental supervision comprising of

I) Cold Storage

- i. **2X10 TR Refrigeration Units for 6 Chambers its operating conditions shall be +10deg. C, + 04deg. C, +13deg. C, + 04deg. C, + 10deg. C and + 04deg. C +(+/-02deg. C).**

II) Gene Bank

- i. **4 X 3.4 TR Refrigeration Units its operating conditions shall be +05deg. C, (+/-02deg. C) and RH @ 30%.**
- ii. **2 X 2.5 TR Refrigeration Units its operating conditions shall be +10deg. C, & +24deg. C (+/-02deg. C) and RH @ 70%.**
- iii. **4 X 0.8 TR Refrigeration Units its operating conditions shall be +10deg. C, (+/-02deg. C) and RH @ 70%.**

III) i) 3 X 0.75 TR comfort AC its operating conditions shall be +24deg.C, (+/-02deg. C)

ii) Dehumidifiers – 4 Units

The agency should comply with the following terms and conditions for running and maintenance of Cold Storage at IIHR, Hesaraghatta.

The operation and maintenance of the cold storage cum Gene Bank plant and equipment and installations as above shall be subject to the following terms and conditions:

M/s. herein after referred to as the First Party has agreed to undertake the operation and maintenance of Cold Storage cum Gene Bank Plant at ICAR-IIHR Hesaraghatta (hereinafter referred to as the First Party) as per Schedules and Annexure contained herein.

It is agreed and declared by the parties as follows:

1. The terms of contract will be for a period of one year from **the date of issue of AMC**. The contract may be extended for a further period of one year on mutual terms and conditions as may be agreed mutually between the parties.
2. The Second party agrees to pay a sum of Rs ----- (Rupees) + GST for one year

towards the O & M of the Cold Storage cum Gene Bank plant and equipment subject to the condition that the payment will be paid every month on the basis of work done to the satisfaction of the second party(ICAR-IIHR) in the previous month.

3. The First party agrees to operate and maintain the cold storage cum Gene Bank plant and equipment as detailed in the schedule to this agreement situated at ICAR- IIHR Hessaraghatta Bangalore-560 089.

4. The operation & Maintenance of the Cold Storage cum Gene Bank plant and equipment shall be atleast in Two shifts so that uninterrupted temperature and humidity control is available 24x7 hours. All the Operators shall possess ITI pass certificate in Refrigeration / HVAC (Heating Ventilation & Air Conditioner) Mechanic / Mechanical with three years experience.

**** The shift duty and timing will be allotted by the In-charge Cold Storage / Nodal Officer (Works).**

Though the service provider deploys his men i.e operator and helper in two shifts only, for complete operation and maintenance as a whole during the contract period, the service provider will be held responsible for the maintenance during shift timings.

Operators should report fifteen minutes before the start of shift duty. In case of absence of any operator, alternate arrangements shall be made to ensure that the shift duty is not disturbed or adversely affected.

NO OPERATOR or HELPER SHALL WORK IN CONSECUTIVE SHIFTS CONTINUOUSLY.

Shift Duty Relievers during weekly holidays etc., shall be arranged by the agency. Accordingly, while quoting, the service provider has to make provision in the financial bid.

ANNEXURE –V(B)

A) MAINTENANCE SCHEDULE:

A log book with the following maintenance activities shall be maintained.

(a) **Daily Maintenance:** External cleaning of AC Plant & Panels, Other Refrigeration Panel Rooms. Checking of Refrigerant LP/HP/OP/ of Gas , Oil Lubricant of Cold Storage cum Gene Bank Plant. leakage of oil water and lubricant of Cold Storage externally etc.,

(b) Weekly Maintenance.

All the above jobs, besides, thorough cleaning of the AC Plant Room and panels in run by using blower, Leakage checking of Oil and Refrigerant of AC Plant and Other Refrigeration Lines in Rooms

(c) Monthly Reports:

Submitting the Refrigerant, Oil consumption details, Operation log Book and Repair/Service history book of Cold Storage Plant and Equipment.

Technical Terms and Conditions:

- 1 The Second party will hand over the plant and machinery as indicated in schedule which is at present under the custody of ICAR-IIHR Bangalore, to the First party by obtaining proper receipt from the First party.
- 2 The First party agrees that it will maintain the equipments with due diligence and care and in proper condition. In case there is any failure or break down of equipment, the First party should make necessary arrangement for re-commissioning the plant and machinery within 12 hours. Further, the first party agrees that the system would be maintained properly ensuring un-interrupted plant maintenance and ensure immediate/quick repair.
- 3 It is agreed between the parties that validity of duration of all break-down/ failure or restoration period / requirement and all other related matters of the contract/equipment's etc., would be decided by the Director, ICAR- IIHR or his nominee.
- 4 The first party undertakes that it will utilize electricity and fuel properly and diligently without misuse, abuse or waste. In case of misuse of the Refrigerant and oils, the first party would be penalized as per instructions of the Director ICAR- IIHR which shall be final and binding on the First Party and the First Party shall accept the decision of the Director, ICAR- IIHR without demur.
- 5 It is agreed between parties that inspection reports submitted by the first party must be certified by the second party.
- 6 Log books and history books have to be maintained by the first party for all the equipment individually as required by the second party.
- 7 In case of any equipment required to be taken out from ICAR- IIHR Hessaraghatta premises for repairs, the necessary permission has to be taken by the first party.
- 8 The staff engaged by the first party would be subjected to the security and discipline rules existing at ICAR- IIHR, Hessaraghatta.
- 9 While handing over the equipment back to ICAR- IIHR, after the expiry of contract period, the first party shall ensure that all the plant, machinery, equipment & installation are in good working condition except for the normal wear and tear.
- 10 During the course of contract period, if any change of layout is considered necessary by the first party which is conducive for the operational procedure. The First party undertakes to carry out the same on its own accord after obtaining approval for ICAR- IIHR. In case any modifications are done, the same would be done by the first party on chargeable basis.
- 11 The First party would provide maintenance schedule to second party which has to be approved by IIHR.
- 12 During the contract period, the first party would not cause any damage to the installation / equipment/building and or the connected accessories which are in their custody and which are the property of the ICAR- IIHR. In case it is done; the first party would be penalized accordingly as decided by the Director ICAR- IIHR.
- 13 The first party will ensure the minimum staff as indicated in clause no.4 of page No.6. However, the firm is responsible for the whole day including the period from 10.00 PM to 6.00AM. on all days during the contract period. If the staff is absent, there will be deduction of wages proportionally for the period of absence. Refrigeration supervisor will be present at site whenever required by the second party. The First party agrees to make good any loss or damage, caused to the plant equipment etc. on account of such absence of the staff. The extent and cost of such damage/loss

shall be decided by ICAR- IIHR.

14 If the second party, after considering the running condition and maintenance of the plant by the first party, is not satisfied and that on account of such maintenance of the plant by the first party the plant has struck work or break down for any period, in such an event the second party is entitled to invoke penalty clause and impose a penalty 0.5 percent of the contract value per week of the delay till re-commissioning of the plant subject to maximum penalty of 5% of the total value of the contract. The reasonable time required for maintenance will be decided by the Director ICAR- IIHR, Hesaraghatta.

15 However the Second Party reserves the right to terminate this contract at any time without assigning any reason what so ever by giving one month's notice to First party.

16 The testing/replacement of part in all the systems as per the requirement for proper functioning and the quality of materials will be as per BIS/ ISI specifications/codes/standards. However, if the Director, ICAR- IIHR, feels that the parts have been damaged due to negligence/ faulty operation or any wilful act by the employees of First party, the same will be replaced at the cost & risk of First party.

17 It will be the responsibility of the First party to maintain all plant and equipment in the best condition.

18 The First party will give an agreed procedure for attending to emergencies. This will be subject to revision/changes by the Director ICAR- IIHR, Hesaraghatta

19 List of spare parts required for repairs / replacements will be prepared jointly by the First party -- -----and second party.

20 The second party, ICAR- IIHR is not responsible either to the first party or its workman for any injuries, death or any kind of loss occurred during the course of operation and maintenance of the cold storage plant and equipment installation.

21 The second party is at liberty to rescind/cancel/terminate this contract before the expiry of the stipulated time under the contract by issue of one month's notice without assigning any reasons. Once the contract is rescinded the second party will not be responsible for payment of any compensation or damage to the First party.

22 The First party shall be responsible for the financial liability on account of its workers/employees and shall implement all labour laws or other statutory requirements while carrying out the work.

23 The first party has to ensure the minimum wages notified by the Central labour commissioner from time to time meant for this category of workers engaged in firm.

24 The First party shall have insurance coverage to all the personnel engaged, against all risks including against Refrigeration / electrical/ mechanical accidents while performing Operation and Maintenance Works. The first party is solely and wholly responsible for any accident claims, legal proceedings, compensations, hospital expenses, police complaints etc., in case of any mishaps, accidents or any untoward incidents & injuries. The contractor or his staff are not eligible for any compensation from ICAR- IIHR in this regard. Accident compensation shall be the sole liability of the contractor only. In case Institute is made to bear the compensation, the Institute reserves its right to recover the same from the amount due to the First Party.

25 The First party shall submit the following documents along with the monthly bill raised for the previous month's work done.

a. Duly certified attendance sheet alongwith verification of workers present during the month

- b. Duty rosters, weekly off, 3 (three) National Holidays etc.
- c. **Photocopy of Acquittance roll submitted by the firm should be certified by the firm stating clearly the amount of EPF and ESIC contribution reflected against each employee's name has actually been credited by the firm in respective a/c. Workers deployed should be provided with EPF & ESIC numbers within one month under intimation to IIHR**
- d. Log books and history sheets maintained by the first party for the all equipments individually and got verified every month as required by second party.
- e. AC Plant down time details
- f. Refrigerant ,Oil & lubricants consumption details

26 Notwithstanding any of the above, in the event of any dispute of difference arising under these condition or any other condition of contract, the same shall be referred to the Sole Arbitrator or any officer appointed to be the Arbitrator by the Secretary, Indian Council of Agricultural Research, New Delhi.

27 **Arbitration:** Subject to aforesaid, the arbitration and thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause. Work under the contract shall continue during the arbitration proceeding and no payment due to or payable to the first party shall be with held on account of such proceedings. The venue of arbitration shall be any place in Bengaluru which the Arbitrator at his discretion may determine.

This work and all legal disputes are subject to jurisdiction of courts in Bangalore.

ANNEXURE –V (C)

Nature of Minor Maintenance work to be carried out by the First party under the Supervision of Refrigeration / Mechanical / AC Engineer.(Heating, ventilation and air conditioning)

General Maintenance Works:

1. Cleaning of Refrigeration Room, Panels rooms, cooling tower, water supply lines, lighting and any other works assigned by the Institute Engineer.
2. Recording of Cold Storage Plant & Equipment Refrigeration Temperature and Humidity reading as directed by the maintenance Engineer.
4. To carry out minor works such as replacement of Refrigerant ,Oil and Lubricant of Cold Storage Plant & Equipment.
5. Recharging of Refrigerant, Oil, Gas, carrying out Regular and Routine work and any other duties assigned by ICAR-IIHR Engineer.
6. House keeping - sweeping of control room, battery room, Auxiliary room, office room of station in charge, removing of cobwebs, cleaning and maintenance of water supply and sanitary system.
7. The Contractor should display Shift Chart showing names of Shift Operators & Helpers performing Shift duties.
8. The Shift staff should attend only one shift per day and shall not perform consecutive shift duty.

9. The Contractor should provide two different teams of shift operators and helpers for two shifts.
10. The Contractor shall provide uniform and ID card to the engaged workers.
11. The Contractor shall provide all necessary safety gear, tools & equipment to his workers.

Duties and Responsibility of First Party:

1. Shift duties in two shifts on all Seven days a week as per agreement. In every Shift one Shift Operator and Shift Helper should always be present.
2. Shift Staff of the Contractor should record hourly readings for 24 hours correctly.
3. Shift Staff of the Contractor should provide all the data required to the higher office.
4. Shift Staff of the Contractor should assist the IIHR staff in attending minor troubles in AC plant room of equipments etc.,
5. The Shift Staff of the Contractor should assist the ICAR - IIHR, in any work connected to the AC work whenever asked to do so.
6. Any other work entrusted in the Cold Storage and Plant room either in restoration of supply or in maintaining continuity of supply should be carried out.
7. Contractor should Maintain Attendance Register and monthly payment register of the Shift Staff at the station produce the same for verification by any Inspecting Officers of ICAR - IIHR.
8. Contractor should instruct his staff to very strictly adhere to the Security measures of the Cold Storage Plant & Equipment Refrigeration Sub-Station and should maintain inventory register of materials in the station yard.
9. At the time of submitting the monthly bill, the Contractor should submit copies of the vouchers, regarding payments made to his employees for the previous month, together with the copies of challans with code Nos. for having remitted EPF contributions to the concerned authorities, and also the copies of remittance challans for having credited the monthly wages to the individuals Bank account of the workers engaged by him.

INSTRUCTION TO BIDDERS

The Tenderer should possess a valid Electrical/ Refrigeration / Mechanical license issued by the Government of Karnataka. The Tenderer or his technical representative should possess a minimum qualification of Diploma/ ITI in Electrical/ Mechanical / Refrigeration Engineering recognized by the Govt. of Karnataka. In case of firms, the Proprietor / technical representative should be a Diploma / ITI in Electrical/ Refrigeration /Mechanical Engineering recognized by the Govt. of Karnataka.

Bidders with the following qualifying requirement shall be eligible to participate in the tender for this work:

1. Engaged in operation / maintenance of COLD STORAGE PLANT & EQUIPMENT/ in any reputed Private Firms Station as a Turnkey contractor and should have completed at least one Refrigeration plant successfully for three years.

2. Engaged in operation / maintenance of Refrigeration plant under CPWD / PSU / Govt organisation / any reputed Private Firms of repute.
3. The certificates for the operators' qualification and specified experience (3 years in cold room maintenance) should be submitted along with the bid.
4. The bidder/firm should have completed such kind of works equal to the bid amount or more, for atleast 3 years in different government offices. The copy of the concerned work order and completion certificate should be provided from the concerned authorities of the government offices along with the bid

The bidder should have the experience of operation / maintenance of Cold Storage Plant & Equipment Refrigeration Sub - station and above in any Govt. Organization / PSU / any reputed Private Firms. Proof of having carried out such works shall be submitted along with the tender. The repair and maintenance of Refrigeration equipments / installations for major works should be carried separately through authorized dealers and sole manufacturers.

Eligibility conditions in detail are in page No. 2 TO 3.

Sd/-

CHIEF ADMINISTRATIVE OFFICER

ANNEXURE-I (A)

INSTRUCTIONS FOR ONLINE BID SUBMISSION:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). 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: <https://eprocure.gov.in/eprocure/app>

REGISTRATION:

- 1) 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.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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.
- 4) 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 (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) 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.
- 6) Bidder then logs in to the site through the secured log-in by entering their userID / password and the password of the DSC / eToken.

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.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi 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 again and again. 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) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the

bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 4) The serve 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.
- 5) 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 bit encryption technology. Data storage encryption of sensitive fields is done.
- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS:

- 1) 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 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

For any technical related queries please call the Helpdesk, Mobile Number -
+91 8826246593 Tel: The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002.

E-mail: support-eproc[at]nic[dot]in

Note: Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details.

ANNEXURE-VI

BID - FORMAT

**Quotation has to be given in the following format for O&M of Cold Storage Plants
at ICAR-IIHR**

Sl No	Details	Nos per shift	No of Shifts	Total No of personnel	Monthly wages per Person with provision for reliever charges	Amount per Month	Remarks
1	Operators (Experienced only)	1	2	2			
2	Helpers (Experienced only)	1	2	2			
3	Service Charges (it shall include all overheads like Uniforms, ID, Safety Gears, Tools and accessories, Provision for future increases in VDA (i.e wages) etc.,)						
4	GST. (The service is availed for maintaining the cold storage unit for storage of seeds in the interest of farmers. Efforts will be made to avail the GST exemption. If not accepted by the GST authorities, the GST will be paid / reimbursed to the service provider)						
5	Total in Rs.						

Note: Bidder shall quote in the BOQ Price Schedule format only.

**Sd/-
CHIEF ADMINISTRATIVE OFFICER**

ANNEXURE-VII

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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

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.

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

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

6. 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 full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

