



केन्द्रीय रेशम उत्पादन अनुसंधान एवं प्रशिक्षण संस्थान

केन्द्रीय रेशम बोर्ड वस्त्र मंत्रालय, भारत सरकार
बहरमपुर - ७४२१०१, मुर्शिदाबाद जिला, (पश्चिम बंगाल)

Central Sericultural Research & Training Institute

[ISO 9001 : 2015 Certified]

CENTRAL SILK BOARD Ministry of Textiles, Govt. of India
Berhampore – 742101, Murshidabad Dist., West Bengal, India



No.CSB/CSR&TI/Maint-38-20/2015-16

Date : 02.05.2018

To

CSB & CSR&TI

Web Site & e-procurement Portal.

Dear Sirs,

Sub : Supply, Installation, Testing & Commissioning (SITC) of water ATM of capacity 1000 liters per day in the reverse osmosis water treatment of plant at CSR&TI, Berhampore – reg.

The Director, CSR&TI, Berhampore, West Bengal invites sealed & duly superscribed rate quotations for Supply, Installation, Testing & Commissioning (SITC) of water ATM of capacity 1000 liters per day in the reverse osmosis water treatment of plant at CSR&TI Berhampore.

Sl.No.	Key event	Date	Remarks
1	Last Date of Submission of Bids	15.06.2018 upto 2.30 pm.	The next working day with same timing will hold good in case the stipulated dates happen to be close holiday /bandh day
2	Date of Opening of Bid	15.06.2018 at 3.00 pm.	
3	Earnest Money Deposit (EMD)	2% of total quoted amount	
4	Venue for opening of Bid	Store Section.	
5	Cost of tender documents (General Terms and conditions, Agreement format and work schedule)	Rs.100/-	In form of D.D./Cash to be enclosed alongwith with tender.

General Terms & Conditions and relevant details :

1. The party should be experienced in the line and to this effect documentary proof to be enclosed..
2. The quotations should be accompanied with EMD inform of Demand Draft drawn in favour of the Director, CSR&TI, Berhampore (West Bengal).
3. The Tender should be dropped in the designated Tender Box kept near Main Entrance of Administrative & Research Building and should be addressed to the Director, CSR&TI, Berhampore, West Bengal). The Tenders deposited at other places will not be entertained. This office is not responsible for the postal delays in case of tenders sent by post.

Technical details and scope of work : As per schedule enclosed.

4. The quotations shall not include any conditions whatsoever . In case, any conditions are included in the quotation the same may not be taken into consideration. The quotation in such cases is liable to be rejected. Clarification, if any, shall be obtained in writing from the office of Director,CSR&TI, Berhampore.

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5. The Bids will be evaluated and lowest bidder (L-1) will be eligible for the award of the tender.
6. If the Tenderer fails to undertake the job satisfactorily at any period of time or withdraws his bid the Director, CSR&TI, Berhampore reserves the right to cancel the contract and forfeit the Security Deposit without assigning any reason what so ever.
7. The quotation should be accompanied by a crossed Demand Draft/Pay order payable to the Director, CSR&TI, Berhampore Earnest Money Deposit (EMD) without which quotation will not be accepted. The EMD will not carry any interest. EMD of unsuccessful Tenderers refunded once the work is awarded. EMD of successful Tenderer will be held as security deposit and will be refunded only after satisfactory completion of maintenance period/guarantee period of one year.
8. All bids should be duly sealed/typed and clearly marked the bidder's name and address on the top of the sealed envelopes as suggested in Tender Document.
9. A Performance Security deposit @ 10% of the total quoted amount and agreement (in the prescribed format enclosed) is to be furnished before commencing the contract and the party should enter into agreement before commencing contract. And the SMD will be released after one year / after completion of maintenance period and will not carry any interest.
10. The original tender document must be duly signed and stamped by the authorized signature on each page.
11. The bidder shall indicate the prices for each and every item indicated in the schedule specification..
12. The prices quoted must be net per unit as shown in the Schedule and must include all charges including Taxes & Cartages for delivery at the site.
13. The rate must be stated for each item separately both in words and figures. If there is discrepancy between the price quoted in work and figures, the price quoted in words would prevail and will be treated as final.
14. The price quoted by the Tenderer should be firm and inclusive of all tax (like GST), octroi, freight forwarding charges, handling charges, loading and unloading charges, insurance charges, any other tax/charges etc.
15. No Tenderer shall be allowed to revise its original price.
16. Once the bid is accepted by the Director, CSR&TI, Berhampore, West Bengal it shall remain valid for a period of at least 4 months from the date of opening of quotations.
17. The party should be authorized in line or experience in line (Proof of document to be attached). The ,Director, CSR&TI, Berhampore reserves the right to relax this condition in case of deserving cases.
18. The present quantity may vary during currency of work . Payment in such cases would be made on basis of actual measurements / actual quantities.
19. Incomplete and unsigned quotations are liable to be rejected.
20. The tenderer may ascertain the bidding conditions, bidding process and seek reason for rejection of bid.

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21. Income Tax as applicable will be deducted. The party should indicate the PAN.
22. For exemption of EMD the party may produce suitable documents from the concerned authority.
23. The party should be prepared to conduct test at his own cost to ascertain/observe performance of the system.
24. The party should give guarantee for the performance of system for one year and maintain system accordingly.
25. The makes of the items to be used in the work should be got approved by the Director.
26. To avoid repetition of terms and conditions the party is expected to be familiar with the general conditions of contract for works(latest) prevailing in CPWD and the same with suitable modification will be followed to resolve any dispute/any matter and for any clarification etc.

ARBITRATION

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, and instructions herein before mentioned and as to the quality of the materials, as to any question, claim, right matter or thing whatsoever, in any way arising out of or relating to the contract, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution of the same whether arising during the process of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of a person nominated by the Director, CSR&TI, Berhampore, West Bengal and if he is unable or unwilling to act to the sole arbitration of some other person appointed by him willing to act as such arbitrator. The submission shall be deemed to be submission to Arbitration under the meaning of the Arbitration Act, 1940 or any satisfactory modification of re-enactment thereof for the time being in force, conclusive and binding on all parties of the Contract. For the purpose jurisdiction is Berhampore (W.B.)

PAYMENT UNDER THE CONTRACT

No Payment in advance shall be considered.

The payment shall be released on satisfaction of completion of work in totality against the bill provided by the party on due certification by officer in-charge in CSR&TI, Berhampore, West Bengal. Counter conditions by the Tenderers for matters concerning payment of bills shall not be acceptable.

[Dr.Kanika Trivedy]

Director

Copy to the Assistant Director (Computer), Computer Section, CSR&TI, Berhampore for information. He is advised to upload the matter in our office website, CSB website and also e-procurement portal.

Copy to : The Chairman, Purchase Scrutiny Committee for information and necessary action.

Copy to the Executive Engineer, Public Health Engineering Department, Berhampore for display on their department notice board.

Director

**SCHEDULE OF PROVIDING FITTING, FIXING WATER ATM OF CAPACITY 1000 LITERS
PER DAY.**

S;No.	Description of Items	Quantity	Rate	Amount
1	Supply of water ATM with Card/Coin vending water Dispenser Machine Make Aster/Initiative/Equivalent Outlet – 2 Nos.	01 set.		
2	ATM Cards	250 Nos.		
3	Supply of Stainless Steel frame structure for water ATM and distribution	01 Jobs.		
4	Standard UPVC pipes, fittings and valves for distribution outlets including solenoid valves. Flow Meters, Ball cocks, and other ancillary valves for each outlet connecting RO water Tank to distribution (2 outlets)	01 Jobs.		
5	Installation, Commissioning Progrtaming and Training of water AATM.	01 job.		

AGREEMENT

THIS AGREEMENT made on this Day ofTwo thousand sixteen BETWEEN The DIRECTOR, CENTRAL SERICULTURAL RESEARCH & TRAINING INSTITUTE, BERHAMPORE DIST. MURSHIDABAD (WEST BENGAL).

AND

M/s.....
.....(hereinafter referred to as Contractor) of the OTHER PART WHEREAS the Institute is desirous of giving a job contract for Supply, Installiion, Testing & Commissioning (SITC) of water ATM of capacity 1000 liters per day in the reverse osmosis water treatment of plant at CSR&TI, Berhampore (W.B.) is a unit of CSB, A Statutory Body created by an Act of parliament Viz., Central Silk Board Act, 1948, Under Ministry of Textiles, Government of India, (hereinafter referred to as the Institute). Whereas the contractor has offered to execute the said work at Central Sericultural Research & Training Institute, Berhampore on the terms and conditions hereinafter stated.

AND WHEREAS the Contractor has represented that he has registered as Contractor and has obtained license under the provisions of contract Labour (Regulation and Abolition) Act 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect.

NOW, THEREFORE, ;BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed as follows :

1. CONTRACTOR'S OBLIGATOPMS.
 - A) That the Contractor shall provide the following services.
Supply, Installatiion, Testing & Commissioning (SITC) of water ATM of capacity 1000 liters per day in the reverse osmosis water treatment of plant land at CSR&TI, Berhampore (W.B.).
2. That on taking over the responsibility of execution of said work the contractor shall formulate the mechanism in consultation with Officer-In-Charge of the institute. The contractor shall further be bound by and carry out the Director's instruction given to him by the officer in charge of the Institute or the officer designated by him in this respect from time to time.
3. That the contractor shall ensure that all the employees get minimum wages and other benefits as are admissible under various Labour laws. The contractor shall provide full information in respet of the wages etc. paid to its employees deployed in conformity with the provisions of contractor Labour (regulation and Abolition) Act, 1970.
4. That the Contractor shall be responsible for fulfilling all his obligations under law towards the persons deployed, namely under the Minimum Wages Act, PF, ESI Act, Bonus Act, Maternity Benefit Act, shops and Establishment Act, etc. as applicable and amended from time to time.
5. That the contractor shall conform to the provisions of Central / State Act(s) or the Regulations on the subject as well as terms and conditions of this Agreement.
6. The Contractor shall take all the reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and for the preservations of peace of the Institute.

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7. That in case any of the person so deployed by the contractor does not come up to the mark or perform his duties properly or indulges in any unlawful riots or disorderly conduct, or is not desired by the Director, CSR&TI, Berhampore the contractor shall at once remove him from the premises. The Contractor shall immediately replace the particulars person so deployed on the demand of the Director, CSR&TI, in writing.
8. The Contractor shall be solely responsible for all the injuries to the labourers on the works in the Institute, first aid facilities will be provided by the contractor at his own cost Institute will not be liable for any disability claim or loss of life due to such accident or injury.
9. That the Contractor shall keep the Institute indemnified against all claims whatsoever in respect of the employees deployed by the contractor, In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the prior responsibility of the contractor to contest the same. In case Institute is made party and it supposed to contest the cases, the Institute will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the contractor to Institute on demand. Further, the contractor shall ensure that no financial or any other liability comes on Institute in this respect of any nature whatsoever and shall keep Institute indemnified in this respect. In the event of any financial liability will have to be discharged to avoid any statutory implication, in event, the contractor is liable to reimburse to the Director of this Institute, failing which, same will be recovered in the manner indicated under clause A 8 of these presents
10. The Contractor shall further keep the CSB indemnified against any loss to the CSB property and assets i.e. movable and immovable.

II – OBLIGATIONS OF THE RESEARCH INSTITUTE

1. That in consideration of the satisfactory completion of work by the contractor as stated above, he shall be paid in one final bill.
Such payment shall be made on the basis of the bills raised by the contractor and duly certified by the Officer designated by the Director in this regard..

III – COMMENCEMENT AND TERMINATION

1. That this agreement will come into force with effect fromand shall remain in force for a period of 1 (one) year. The agreement may be extended on such terms and conditions as are mutually agreed upon.
2. That this agreement may be terminated on any of the following contingency :-
 - a) On the expiry of the contract period as stated above.
 - b) By giving one month's notice by Central Sericultural Research & Training Institute, Berhampore (West Bengal) on account of
 - i) Losses suffered by CSB due to lapse of contract,
 - ii) For committing breach by the Contractor of any of the terms and conditions of this agreement.
3. On contractor being declared insolvent by competent court of Law. During the notice period for termination of the Contract in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period. It shall be the duty of the Contractor to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person create any disruption / hindrance / problem of any nature to Central Sericultural Research & Training Institute, Central Silk Board, Berhampore (Murshidabad).

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IV – ARBITRATION

1. In the event of any question, dispute/difference arising under this agreement or in connection herewith (except as to matters the decision of which is specifically provided under this agreement) or under contract Labour Act, the same shall be referred to the Sole Arbitration nominated by the Director, CSR&TI, Berhampore, Murshidabad (W.B.).
2. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director, Central Sereicultural Research & Training Institute, Central Silk Board, Berhampore – 742 101 shall appoint another person to act as Arbitrator in place of the outgoing Arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. The Arbitrator may from time to time, with the consent of all the parties enlarge the time for making and publishing the award.
4. The Arbitrator may give interim award(s) and / or directions, as may be required.
5. Subject to the aforesaid provisions, the Arbitration and conciliation Act, 1996 and the rules made there under and any modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
6. The venue of the arbitration shall be Berhampore, Dist. Murshidabad (West Bengal).

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

SIGNED, SEALED AND DELIVERED
FOR FIRST PARTY

SIGNED, SEALED AND DELIVERED
FOR SECOND PARTY

By.....

By.....

WITNESSES

WITNESSES

1,

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2.

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