



भा.कृ.अनु.प.-केन्द्रीय उपोष्ण बागवानी संस्थान
रहमानखेड़ा, डाकघर काकोरी, लखनऊ-226 101 (भारत)
ICAR-Central Institute for Subtropical Horticulture
Rehmankhera, P.O. Kakori, Lucknow - 226 101 (India)



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फा.सं. 1-31/2019-20/एम.

दिनांक 25.05.2022

सेवा में

विषय:- संस्थान के EPBAX system के रखरखाव के लिये निविदा आमंत्रित करने के संन्दर्भ में।

महोदय,

आपको सूचित किया जाता है कि संस्थान के EPBAX system के रखरखाव हेतु लिमिटेड टेन्डर के तहत निविदा आमंत्रित की जाती है। संस्थान में निविदा जमा करने की अन्तिम तिथि दिनांक 15.06.2022 अपराह्न 4.00 बजे तक है। प्राप्त निविदा दिनांक 16.06.2022 को प्रातः 11.30 बजे संस्थान में खोली जायेंगी। यदि आप निविदा के इच्छुक हैं तो संलग्नक टेन्डर पूर्ण रूप से भरकर सभी आवश्यक कागजात संलग्न कर कार्यालय, पता-निदेशक, भा. कृ.अनु.प.-केन्द्रीय उपोष्ण बागवानी संस्थान, पोस्ट काकोरी, रहमानखेड़ा, लखनऊ. 226 101 को भेजने का कष्ट करें। समस्त प्रकार के अधिकार जैसे-आपेक्षित मात्रा घटाने/बढ़ाने, टेन्डर इनक्वारी आंशिक/पूर्ण रूप से स्वीकार/अस्वीकार करने आदि के सभी अधिकार निदेशक के पास सुरक्षित रहेंगे तथा अन्य शर्तें टेन्डर में निहित हैं।

संलग्नक उपरोक्तानुसार- Annexure-I to III

भवदीय

4/5/22
25/5/2022
वरिष्ठ प्रशासनिक अधिकारी

प्रतिलिपि सूचनार्थ हेतु आवश्यक कार्रवाई हेतु:-

1. प्रभारी, AKMU, के.उ.बा. संस्थान, लखनऊ से अनुरोध है कि लिमिटेड निविदा संस्थान की वेबसाइट पर अपलोड करने की कृपा करें।
2. नोटिस बोर्ड, के.उ.बा. संस्थान, लखनऊ।

TERMS AND CONDITIONS

Annexure-I

विषय:- EPBAX system के रखरखाव के लिये लिमिटेड टेन्डर के तहत कार्य करने के संन्दर्भ में।

We have a requirement of EPBAX system AMC service as indicated below, Limited Postal Quotation /Tender for which will be opened at **11.30 A.M. on 16.06.2022** (date) and you are invited to submit your most competitive quotation for the same. All the relevant details are given Annexure-II and last date of receiving the limited postal quotation is **15.06.2022 upto 4:00 P.M.**

- i) Description of EPBAX system AMC service require and the required quantity:
 - ii) Terms of Inspection-By the representative/Indenter:
 - iii) **Price structure:**
 - iv) The Limited Tenderer shall quote for the complete requirement of EPBAX system AMC service and for the full quantity as shown against a serial number in the List of Requirement in Annexure -II. Unless otherwise specified in Annexure-II, the tenderers are, however, free not to quote against all the serial numbers mentioned in the List of Requirements (in case there are more than one serial number in the List of Requirements)
- Paying Authority : Director, ICAR-CISH, Lucknow**
2. The quotation shall be sealed in an envelope. The envelope shall be addressed to the DIRECTOR, ICAR-CISH, LUCKNOW and it should also bear the tender enquiry no. and the words" DO NOT OPEN BEFORE 16.06.2022, **11.30 a.m.** (*The time and date of opening of the tender). This envelopes should then be put inside another envelope, which will also be duly sealed. The outer envelope will bear the full address of the purchaser. The supplier must ensure that its tender (i.e. quotation), duly sealed as above, reaches the purchaser at least one hour before the time and date of opening of tenders.
The supplier may, at its choice send the tender by regd. Post or by speed post. Alternatively, the supplier may also hand delivery the tender to the tendere's in which case the purchaser shall give the supplier a receipt, indicating the time & date of receipt of tender. limited tender SHOULD BE SUBMITTED IN SEALED COVER AND ADDERESS TO DIRECTOR, ICAR-CENTRAL INSITUTE FOR SUBTROPICAL HORTICULTURE, REHMANKHERA,P.O.KAKORI, LUCKNOW -226 101.
 3. The limited tender which are received late by the tendere's will be ignored. Further, the tendere's does not accept any liability and responsibility for the limited postal quotation/tender in case the same are not properly sealed & marked and / or sent as above.
 4. The quotation, which are received in time (as per para 3 above), will be opened at office at **11.30 a.m** hours on 16.06.2022 (date). The purchaser will open the tender in the presence of the tendere's duly authorized representatives who choose to attend the tender opening.
 5. The tendere's will evaluate and compare the limited tender which are substantially responsive i.e. which are properly prepared & signed and meet the required terms, conditions, specification etc. The tendere's will award the contract to the supplier whose quotation will be determined to be responsive and offering the best evaluated price.
 6. Please submit your limited tender accordingly. You shall sign all pages of your limited tender. Your priced quotation may be furnished in the format. You are also required to return this original tender enquiry (all the Pages), as it is, duly signed by you on every page for our record with rubber stamp of the firm. You may retain a photocopy of this limited tender enquiry for your record. If any dispute the jurisdiction will be Lucknow.
 7. No accommodation living place will be provided by the Institute to the personnel deployed by the firm.
 8. **Performance security :**
 - a. The firm whose tender is accepted will be required to furnish performance guarantee of 3% of the tendered amount (for the completer year) before commencement of work or 15 days of issue of order whichever is earlier. **The guarantee shall be in form of Demand Draft/FDR/Bank Guarntee with a validity of not less than 18 months from nationalized banks only drawn in favour of "ICAR Unit CISH" payable at par at Lucknow.**
 - b. The security will be forfeited in case of default in fulfilling any of the conditions of the tender at the discretion of Director, ICAR-CISH, Lucknow.

- c. The performance security will be discharged and returned to the contractor on completion of the contract obligations under the contract.
- d. In case of any loss and damage done to the property of CISH attributable to the personnel of contractor the full damages will be recovered from the agency/ Contractor.
9. The Tenderer is being permitted to give Tender in consideration of the stipulations on his part that after submitting his Tender, he will not resale from his offer or modify the terms and conditions thereof.
10. In case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the Tenders and all other related documents must be signed by every partner of the firm. A person signing the Tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such offer and if, on enquiry it appears that the persons so signing had no authority to do so, the Council 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 Tenders and the schedules to the Tenders and annexures, if any, should be signed by the Tenderer.
11. The firm will raise a bill for payment and submit the same to office; payment will be released by CISH, lucknow in the form of e-payment to the firm subject to satisfactory performance of contracted services to be recorded by the designated officer. **The contractor has to ensure that the payment for the preceding period is disbursed to workman/staff before submission of claim with a certificate to the effect on the body of the bill.** All statutory deductions/Government levies, if any, shall be made from the payment due to the contractor.
12. The contractor shall certify that the wages have been disbursement of wages to each labourer as per contract Labour (Regulation and Abolition) Act, 1970.
13. The above Services shall have to be provided for the entire Premises of the Institute at CISH, Rehmankhera, Lucknow.
14. Consolidated rates for the job should not be quoted in the technical bid. In case the Consolidated rates quoted by the firms in the tender for job contract for PROVIDING EPBAX system AMC service at ICAR-CISH, Rehmankhera, Lucknow is mentioned in the technical bid & is the same as that quoted in the Financial bid, the tender is liable to be rejected.
15. No interest on EPBAX system AMC service security deposit shall be paid by the Institute to the tenderer. Director, ICAR-CISH reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons, to be communicated to the Tenderer.
16. Decision of Director, ICAR-CISH will be final with reference to any aspect of the contract and binding to all parties. Disputes arising, if any on the contract will be settled at his/her level by mutual consultation and in case of failure of settlement, dispute shall be referred to the sole arbitrator to be appointed by the Director ICAR-CISH, Lucknow. The decision of the sole arbitrator so appointed by the Director, ICAR-CISH, Lucknow shall be final and binding on the parties. The arbitrator proceeding shall be governed by the arbitration & constitution Act 1996.
17. This Institute implements provisions of the RTI Act 2005. The information provided by the tenderer is liable to be disclosed.
18. Successful bidder need to abide by all the provisions of the minimum wages act, Child Labour Act and /or other Labour Acts in force on tenderer in providing services to the Institute and no child labour should be engaged.
19. Successful Tenderer will have to enter into a detailed **contract agreement with CISH on non-judicial stamp paper of Rs. 100/- for the job contract** for PROVIDING EPBAX system AMC service at ICAR-CISH, Rehmankhera, Lucknow.
20. The agency is advised to submit their tender after physical inspection of the site, a very detailed assessment/ requirement of machine/ manpower for providing the above services at the ICAR-CISH Rehmankhera, Lucknow. No request for alteration in the rates once quoted will be entertained within the period of one year.
21. The Outsourcing jobs- for providing EPBAX system AMC service at ICAR-CISH Rehmankhera, Lucknow separately shall have to be undertaken without causing any damage to the Institute properties. In case, any damages is caused by the workers deployed by the contractor to do the work, the same shall be recovered from the contractor and the total damage will be estimated by the Director, ICAR-CISH, Lucknow and contractor shall agree for recovery of the same from his monthly bills.
25. **Scope of Work:-** The scope of work as defined in Schedule II. Any other minor work may be assigned by the competent Authority without any extra payment.

26. The contractor shall not sublet the work without prior written permission of the Institute. The agency shall employ good and reliable persons with robust health and clean record. No person below 18 years of age should be deployed. In case any of the personnel so provided is not found suitable, the Institute shall have the right to ask for immediate replacement without giving any reasons hereof and the agency shall over all and/ or shall/ will have to replace such persons immediately on receipt of a oral/ written communication.
27. The contractor is wholly responsible to provide the personnel in the Institute premises and if any accident/ untoward incident happen, on account of improper workmanship with the concerned person during duty, the whole responsibility for settling the case with police/ court lies with the contractor.
28. The workers engaged by contractor on job contract will not be on payroll of the ICAR-CISH, Lucknow and will not be entitled to any benefit as applicable to the employee of ICAR.
29. The selected contractor or his representative shall be bound to follow the directions/instructions of the Director, ICAR-CISH, Lucknow or the designated Officer (s).
30. **Personal Supervision :** It will be the Contractor's responsibility to ensure that the obligations under the terms of this agreement are duly performed and observed by him/her and his/their designated staff. (Supervisor).
31. **Complaints and Improvements :** The Contractor shall carry out such improvements as may be necessary by the Institute's Administration for ensuring satisfactory service of EPBAX system AMC service to the Institute.
32. **Contractor to vacate the site on Termination/Expiry:** Immediately on the termination or expiry of this contract, the Contractor and its employees and agents shall peacefully vacate the premises and handover all articles, equipments, furniture and fixtures belonging to ICAR-CISH and entrusted in it custody and shall remove all its stores and effects. In case of default, ICAR-CISH shall be entitled to enter into the stores or remove the stores or the effects wherever lying of the Contractor and to dispose of the same by sale or otherwise without being liable for any damage.
33. Within 15 (fifteen) days after the issue of notification of award of outsourcing of jobs by the ICAR-CISH, the Contractor shall furnish performance security - EPBAX system AMC service to the **ICAR-CISH office for an amount of 3% (three percent) of the total contract value.**
34. The worker deployed by the contractor shall not develop social relationship with Institute Staff.
Failure to Exercise Institute's rights: Any commission on the part of ICAR-CISH at any time to exercise any of its rights under the terms of the EPBAX system AMC service shall in no way impair or affect the validity of the terms and the rights of ICAR-CISH to enforce its rights at any time subsequent.
35. **Contract period :** This agreement with successful contracting firm/Contractor shall be enforced for a period of 12 months from the date of execution of the contract (with first three months as period of observation for satisfactory supply of services) and may be extended for another 12 months at a time subject to maximum duration of 2 years on such terms and conditions as are mutually agreed upon.
36. The Contractor shall maintain highest standard and quality in the services. The Institute shall also have the right to insist on getting any service of maintenance related to Institute, which has already been performed if the same was not carried out to the satisfaction of the Institute.
The Director of the Institute shall be the sole authority to judge and decide on the quality of the services rendered by the Contractor. All questions relating to the performance of the obligations under the agreement and all the disputes and differences which shall arise either during or after the agreement period or matters, arising out of or relating to the agreement or payments to be made in pursuance thereof shall be decided by the Director of the Institute. The Contractor hereby agrees to be bound by the decisions of the Director.
37. **Penalty clause/Liquidated damages clause:**
 - a. That the contractor shall be responsible for the faithful compliance of the work award order. Any breach or failure to perform the same may result in termination of the work order and forfeiture of the Security deposit.
 - b. An amount of Rs.500/- will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark in any point it will be brought to the notice of supervisory staff of the firm by Institute and if no action is taken within an hour liquidated damage clause will be invoked.
 - c. Any misconduct / misbehaviour on the part of manpower deployed by the agency will be viewed seriously.

38. This agreement shall be enforceable in Courts situated at Lucknow, U.P. Any suit or application enforcement of the above shall be filed in the competent court at Lucknow and no other court of any other district of U.P. or outside U.P. shall have jurisdiction in the matter.
39. The contractor shall bear all the costs and expense in respect of all charges, stamp duties of Rs. 100/- etc. relating to this agreement.
40. Notwithstanding anything contained herein before, it is agreed that the Director shall have the right to alter, modify and or add such other terms and conditions considered necessary by the Institute and the Contractor in such case shall abide by the same.
41. Preference will be given to those Tenderer who are having experience in EPBAX system AMC service (Govt. work).
43. Copy of the following documents should be attached :-
 - (a) GST registration
 - (b) Pan No.
 - (c) Registration certificate of the firm.
 - (d) Details of bank a/c
 - (e) The firm/agency must enclose a certificate indicating that there is no criminal/legal suit pending or contemplated against them.
 - (f) Experience Certificate if any

The Director, ICAR-CISH reserves the right to reject any or all Tenders in whole or in part without assigning any reasons there off. The decision of Director, ICAR-CISH shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.


Senior Administrative Officer

LIST OF REQUIREMENTS

- Rates for Annual Maintenance contract of LG make (aria -300) EPBAX System 96 Lines (Comprehensive)
- Rates for Annual Maintenance contract of LG make (aria -300) EPBAX System 96 Lines (Service base)

Part -A : AMC of EPBAX System

Sl.no.	Items Description	Quantity
1	ARIA-300 KSU	02
2	MPB	01
3	LCOB	01
4	SLIB-II	01
5	DSIB	01
6	RGU	02
7	DTRU	02
8	POWER SUPPLY UNIT	02
9	LMU-1	01
10	LMU-2	01
11	MAIN DISTRIBUTION FRAME	02
12	DIGITAL TELEPHONE-LPD 7016 D	01
13	PUSH BUTTON Telephone	048

Special instruction (if any).....

वित्तीय बोली

Sl. No.	System	Description	Amount (₹)
1-	EPBAX System (LG Make aria-300)	<ul style="list-style-type: none"> Rates for Annual Maintenance contract of LG make (aria-300) EPBAX System 96 Lines (Comprehensive) 	
		<ul style="list-style-type: none"> Rates for Annual Maintenance contract of LG make (aria-300) EPBAX System 96 Lines (Service base) 	
		GST.....%	

We agree to supply the above services. We confirm that same will meet the description, specification and technical details as required in the tender enquiry.

We confirm that we agree to all other terms & conditions of your tender enquiry.

We have furnished all the information, as required in the tender enquiry and attached the relevant documents.

We confirm that our offer will remain valid for acceptance for 120 days after the date of opening of tenders.

.....
(Signature, Name and designation of the authorized executive
of the tendering firm with rubber seal)

For and on behalf of.....
(Name and address of the tendering firm)

Date :

Place :