
	<p style="text-align: center;"> भा.कृ.अनु.प.-केन्द्रीय उपोष्ण बागवानी संस्थान ICAR-Central Institute for Subtropical Horticulture रहमानखेड़ा, पो. काकोरी, लखनऊ-226101 (भारत) Rehmankheda, P.O. Kakori, Lucknow-226101 (India) Phone: (O)2841022, 2841024; Fax: 0522-2841025 Web Site-www. cish.res.in; E-mail- cish.lucknow@gmail.com </p>	
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F.No. 1-14/2019-20-M

Date: 24.10.2019

NOTICE INVITING TENDER FOR HIRING OF VEHICLES

The Director, ICAR-CISH, Lucknow invites sealed tenders for **HIRING OF VEHICLES AT REHMANKHERA AND R.B.ROAD CAMPUS, LUCKNOW** as per details given below:-

Tender No.	Name of the work	Quantity Required	Earnest Money may be deposited in shape of FDR/BG in favour of "ICAR UNIT CISH, Lucknow
03/2019	HIRING OF VEHICLES AT REHMANKHERA AND R.B.ROAD CAMPUS, LUCKNOW	One	Rs. 5,000.00 (Rupees Five thousand)

Sealed Bid is invited for the **HIRING OF VEHICLES AT REHMANKHERA AND R.B.ROAD CAMPUS, LUCKNOW**

The Tender document contains the following:-

1. Instructions for offline Bid Submission
2. General conditions of contract (GCC).
3. Requirement with the detailed specifications.

Tender No.	03/2019
Services at	ICAR- Central Institute for Subtropical Horticulture, REHMANKHERA AND R.B.ROAD CAMPUS, LUCKNOW
Date and time for Issue/Publishing	01:30 PM on -- 15.10.2019
Document Download/Sale Start Date and Time	02:00 PM on -- 15.10.2019
Bid Submission Start Date and Time	03:00 PM on -- 15.10.2019
Pre Bid Conference	11:00 AM on -- 21.10.2019
Bid Submission End Date and Time	11:00 AM on -- 06.11.2019
Date and Time for Opening of Technical Bid	11:30 AM on -- 06.11.2019
Date and Time for opening of Financial Bids	The date for opening the financial bid shall be intimated to the successful bidder who qualify the technical bid.

Instructions for offline Bid Submission

1. The tender form/bidding documents may be downloaded from the website: <https://eprocure.gov.in/eprocure/e-publishing> and Institute website, www.cish.res.in.
2. Tenders/bidders are requested to visit the website [http://eprocure.gov.in/eprocure/ e-publishing](http://eprocure.gov.in/eprocure/e-publishing) regularly. any changes/modifications in tender enquiry will be intimated by corrigendum through Institute website- www.cish.res.in.
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 Director reserves the right to accept or reject any or all the tenders.
5. The interested Firms are required to deposit (In original) an Earnest Money Deposit (EMD) in the form of Demand Draft/RTGS on or before bid submission closing date by post or in person to the office latest by the last date of bid submission.

The Firms are required to upload copies of the following documents:-

- (a) Scanned copy of Earnest Money Deposit (EMD).
 - (b) Scanned copy of Firms registration, GST, PAN Card, RTGS Details and all relevant documents as per technical bids required documents
6. As per the directive of the Government the tender document has been published on the CPP Portal and Institute website www.cish.res.in.

All bids must be accompanied with all relevant documents, Earnest Money. No interest will be paid on EMD.

The bids received in time will be opened in the presence of the bidders/authorized representatives who opt to attend, at the address given above on the scheduled date & time.

List of required documents should be attached with the tender

1	Copy of PAN Card of the firm/ Company/ Agency.	Attached/Not Attached	Yes/No	Please mention page No. in Tender Form
2	Copy of GST registration	Attached/Not Attached		
3	Tender Form duly signed	Attached/Not Attached		
4	Earnest money deposit	Attached/Not Attached		
5	Schedule of requirement	Attached/Not Attached		
6	Bid form and price schedule	Attached/Not Attached		
7	Duly completed Questionnaires	Attached/Not Attached		
8	List of the clients for the quoted model along with postal address telephone no. and e-mail/Mobile No.	Attached/Not Attached		

7. Each column/ blank be filled properly and every papers/documents enclosed with bid documents must be signed /stamped by the authorized signatory of the firms/Company.
8. Instructions to Bidders (ITB) and General Condition of Contract (GCC) may not be sent along with tender and these may be retained by bidders for their information and reference.
9. Care has been taken to avoid contradiction between stipulation in the ITB, GCC and those in the other sections of the bidding documents. But wherever contradiction arises, if any, stipulations contained in the Schedule of requirements shall prevail

Tenders are hereby invited on behalf of the Secretary, Indian Council of Agriculture Research of PROVIDING **HIRING OF VEHICLES AT REHMANKHERA AND R.B.ROAD CAMPUS, LUCKNOW.**

10. The financial bid only of those tenderers will be considered who qualify/fulfill the technical bid. The bid validity period shall be 90 days from the date of opening of the tender.
11. Technical bid consisting of all technical details along with General conditions of contract is

enclosed as Schedule - III.

12. The terms and conditions of the contract which will govern any contract made are those contained in the General conditions of contract applicable to the contracts and specific schedule and the special terms and conditions detailed in the Tender forms and its schedules. Please submit your rates in the Tenders form if you are fulfilling GOI norms and are in a position to provide the requisite services in accordance with the requirements stated in the attached schedules.
13. Earnest money unsuccessful bidders will be discharged/ returned as promptly as possible after the award of contract to selected bidder.
14. Earnest money of the successful bidder's will be discharged/returned to the bidder after signing and accepting the contract and furnishing the performance security. The Earnest Money may be forfeited if the bidder fails to accept and sign the contract in accordance or to furnish performance security in accordance with the contract.
15. **Performance security :**
 - a. The firm whose tender is accepted will be required to furnish performance security amounting to Rs. 20,000.00 (for the complete year) before commencement of work or 15 days of issue of order whichever is earlier. The security money shall be in form of Demand Draft/ FDR/Bank Guarantee drawn in favour of "ICAR Unit- CISH" payable at Lucknow.
 - b. The security money 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 security money will be refunded after three (3) months of completion of the contract without any interest.
16. The Tenderer is being permitted to give Tender in consideration of the stipulations on his part that after submitting his Tender, he will not resile from his offer or modify the terms and conditions thereof. If the Tenderer fail to observe and comply with the foregoing stipulation the aforesaid amount, the EMD will be forfeited by the Institute. In the event of the offer made by the Tenderer not being accepted, the amount of earnest money deposited by the Tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the Institute.
17. The Schedules of the Tender form should be returned intact and pages should be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the Tenderer. In such cases reference to the additional pages must be made in the Tender form.
18. The Tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the Tenders is not fully filled in. Individual signing the Tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm of constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership 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.
19. 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.
20. If Tenderer does not accept the offer, after issue of letter of award by ICAR-CISH within 15 days, the offer made shall be withdrawn & Earnest money deposited will be forfeited.
21. No interest on security deposit and earnest money deposit shall be paid by the Institute to the Tenderer.
22. The Goods & Service Tax or any other tax on service in respect of this contract shall be payable by contractor as per GOI rules and Institute will not entertain any claim whatsoever in this respect. The

Income tax or any other tax Which is as per the rule of the GOI shall be paid by the agency itself to the concerned department. Institute will deduct only TDS at prescribed rate from the bills of the successful tenderer as per the rule/ instructions made applicable from time to time by Government against which necessary Form-16 will be issued.

23. 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.
24. 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 & reconciliation Act 1996.
25. Acceptance by the Institute will be communicated through and form of communication. Formal letter of acceptance and work order of the Tender will be forwarded as soon as possible, but the instructions in the letter etc. should be acted upon immediately.
26. This Institute implements provisions of the RTI Act 2005. The information provided by the tenderer is liable to be disclosed.
27. Successful Tenderer will have to enter into a contract agreement with CISH on non-judicial stamp paper of Rs. 100/- for the job contract for **HIRING OF VEHICLES AT REHMANKHERA AND R.B.ROAD CAMPUS, LUCKNOW.**
28. The wages to be provided by the contractor to the staff will be governed by the State Govt./ Central Govt. minimum labour wages act.
29. The documents required to be enclosed with the Tender form, will be the part of the Technical bid of the Tender document as shown in Annexure-I of Tender Document.
30. Execution of the work will start only after completion of all the codal formalities, like agreement on Rs. 100.00 Non-Judicial Stamp paper, deposit of Performance Security amounting to Rs.10,000.00.
31. Contractor should submit quarterly return of Service tax as charged by him in the quarter from the Institute.

Important: *If it is advised to inspect the site, Hiring of vehicles etc. before submission of tenders.*

Registration/enlistment of the firm under company Act/ Shop & Establishment Act or other acts.

Authorized Signatory of the Firm

**ICAR-CENTRAL INSTITUTE FOR SUBTROPICAL HORTICULTURE
REHMANKHERA, P.O. KAKORI
LUCKNOW-226 101 (UTTAR PRADESH)**



**TENDER FOR HIRING OF VEHICLES AT REHMANKHERA AND R.B.ROAD CAMPUS,
LUCKNOW**



TENDER DOCUMENT

LAST DATE OF RECEIPT OF BID IS 06.11.2019 UPTO 11.00 AM

Date of opening :-

1. Technical Bid opening date : 06.11.2019 at 11.30 am
2. Financial Bid opening date : **The date for opening the financial bid shall be intimated to the successful bidder who qualify the technical bid.**
3. Pre Bid Conference Venue: Committee Room, ICAR-CISH, Rehmankhara, Lucknow

Phone No. 0522-2841022, 2841023, 2841173

FAX No. 0522-2841025

**WEBSITE: www.cish.res.in
Email: cish.lucknow@gmail.com**

**ICAR-CENTRAL INSTITUTE FOR SUBTROPICAL HORTICULTURE
REHMANKHERA, P.O. KAKORI
LUCKNOW-226 101 (UTTAR PRADESH)**

**TENDER FOR HIRING OF VEHICLES AT REHMANKHERA AND R.B.ROAD CAMPUS,
LUCKNOW**

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TENDER FOR ANNUAL RATE CONTRACT FOR HIRING VEHICLES AT REHMANKHERA AND R.B.ROAD CAMPUS, LUCKNOW

(TO BE GIVEN ON LETTER HEAD OF THE FIRM/AGENCY/COMPANY)

From

Full Name & Address of the Tenderer in addition to Post Box No. (if any, should be quoted in all communications to this office) :

Telephone No. :

Telegraphic Address/FAX/Cellular No.:

E-Mail address :

To

The Director,

ICAR-CISH, Rehmankhara,

P.O. Kakori, Lucknow – 226 101

I / We have read all the particulars regarding the General information and other terms and conditions of the contract for **HIRING OF VEHICLES AT REHMANKHERA AND R.B.ROAD CAMPUS, LUCKNOW** and agree to provide the services as detailed in the schedule III herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in the prescribed Annexure-I as financial bid of this Tender and I/we agree to hold this offer open till 90 days. The rates quoted will be valid for a period of one year in the event of award of the Contract. I/We shall be bound by a communication acceptance dispatched within the prescribed time.

2. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
3. The following pages have been added to and form a part of this Tender _____. The Schedules-I & II to accompany this Tenders are at pages_____
4. Every page so attached with this Tender bears my signature and the office seal.
5. I/We have deposited earnest money of Rs..... / (_____) by demand draft in favour of ICAR Unit CISH, Lucknow and payable at Lucknow which shall not bear any interest.
6. I/We do hereby agree that this amount shall be forfeited in the event of the tender is accepted and I/ We fail to execute the contract when called upon to do so.
7. I/We understand that you are not bound to accept the lowest or any tender that you have received.

Yours faithfully,

Dated :

Signature & Seal of the Tenderer

Telephone No. Office

Resi.

Mobile

Mail Id

Signature of witness to contractor's signature

Name & Signature of Witness :

Address:

Occupation :

Schedule - I**Details of the Minimum 3 years relevant experience/work done.**

Sl. No.	Name of the Deptt./ Organization & Name of the contact person with Phone No.	Period		No. of staff deployed	Remarks
		From	To		

Authorized Signatory

SCHEDULE OF TENDERS (SECTION-I)**PART – I**

1. Name of the Firm/Agency
2. Full address with Post Box No.
And Telephone No. if any
3. Constitution of the Firm/
Agency (Attached copy)
 - a) Indian Companies Act, 1956
 - b) Indian Partnership Act, 1932
(Please give names of partners)
 - c) Any other Act, if not, the owners
4. For Partnership firms whether
registered under the Indian
Partnership Act, 1932, please
state further whether by the
partnership agreement to arbitration
has been conferred on the partner
who has signed the Tender.
 - i) If answer to the above is in negative
whether there is any general power
of attorney executed by all the
partners of the firm authorizing the
partner who has signed the Tenders
to refer dispute condemning business
of the partnership to arbitration
 - ii) If the answer to above is in point one and two
the affirmative please furnish a copy of either the
partnership agreement or the general
power of attorney as the case may be.
The copy should be attested by a Notary
Public or its execution would be admitted
by affidavit on a properly stamped paper
by all partner
5. As Per Ministry of Finance, Government of India
order no. 1(1)/2011/TA/292, dated 31.03.2012
e-payments for more than Rs. 25,000.00 is
mandatory. Hence following information needs
to be provided
 - a) Name and Full Address of your Banker's
 - b) Bank Account No. of the firm
 - c) IFSC Code No. of the Banker

6. Your Permanent Income Tax Account No (PAN)/Circle/Ward
7. Any other relevant information
8. Service tax registration No.
9. TIN No.

PART – II

10. Earnest Money Deposited: Yes/No

PART – III

11. Name and Address of the firm's representative and whether the firm would be representing at the opening of the Tenders
12. Name of the Permanent Representative to be visiting CISH Rehmankhera/ R.B. Road Campus/ regarding the contract
(Separately may be indicated for Rehmankhera and R.B. Road Campus)

Date : _____

Place: _____

AUTHORISED SIGNATORY

Please add supplementary pages to be numbered wherever needed by the Tenderer.

**SCOPE OF WORK/WORK TO BE EXECUTED FOR HIRING OF VEHICLES AT REHMANKHERA
AND R.B.ROAD CAMPUS, LUCKNOW****(Work to be Executed/ Scope of Work)**

The following **HIRING OF VEHICLES** is to be executed by the tenderer, who will be awarded the work contract of Hiring of Vehicles at Rehmakhera and R.B. Road Campus is as follows :-

HIRING OF VEHICLES AT REHMANKHERA AND R.B.ROAD CAMPUS, LUCKNOW

Sl. No.	Nature of Work	Swift Desire	Innova	Honda Amaze	Mahindra verito	Tata Zest	Bus
1.	To provide vehicles (with commercial registration only) for Institute duty in Lucknow & surrounding areas, outstation duties etc. both on as & when required basis and on monthly basis or per day.						a) 18-21 seater b)30-32 seater c) 42-45 seater d)50-52 seater

Signature of Contractor

General Conditions of Contract (GCC)

1. Buyer shall either accept or reject the log book entries within a maximum of 72 hours after updated by service provider. Failure to take action on log book entries updated by service provider shall result in auto acceptance of reading provided by service provider.
 2. Service provider agrees to provide quality services as per SLAs mentioned in the contract.
 3. Service provider shall ensure that assigned vehicles and driver report as per schedule provided by user department/buyer/individual user. In the event of delay in arrival beyond 15 minutes, user shall have right to hire other taxi services (Which may or may not be of similar hired car category). The fare charges shall be charged to service provider.
 4. Service provider agrees to terms and conditions of the contract and shall ensure full compliance to them.
 5. Service provider will ensure that all maintenance works related to assigned vehicle shall be carried out in off duty hours.
 6. Service provider to ensure that vehicle deployed shall arrive at designed location on time and with full tank of fuel.
 7. In the event of any break-down, servicing and repairs of vehicles, the service provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into. Failure to do so will evoke penalty or possible termination of contract.
 8. All attempts shall be made to provide quality services.
 9. Hiring of Transport Services on Monthly/regularly basis.
 10. Service provider selected as L1 by buyers shall accept the order immediately as per following schedule within 2 days for booking periods of monthly or more.
 11. The vehicles should be registered as a commercial vehicle in same state as the service is requested in.
 12. The vehicles should not be older than 2 years from date of this service request.
 13. The vehicle(s) provided by the service provider shall have valid Registration Certificate, full comprehensive insurance to cover third party and occupants, fitness certificate, Pollution Certificate PUC, permit etc. and any other relevant permits/Licence essentially required by the RTO and any other statutory Boddies for commercial operations, and must be revalidated before the expiry of the due date during the tenure of the contract period.
 14. The vehicles deployed should be well maintained , cleaned thoroughly both internally and externally.
 15. All vehicles shall be equipped with an emergency medical kit and a fire extinguisher.
 16. Vehicle should have a mobile charger, ambient freshener.
 17. The driver in no case shall report to duty in an inebriated state or consume alcohol while on duty.
 18. Driver must be provided a working mobile phone and contact number be provided to user department.
 19. The driver shall be reachable at all times during duty hours.
 20. Only drivers that possess a valid commercial driving license shall be deployed by service provider.
 21. Driver should be properly dressed in neat and clean attire, if required, driver should wear uniform of specific color as per Buyer's requirement.
 22. As soon as the driver is advised to attend any guest by the administration, the driver should call/ sms the guest giving mobile and vehicles details. Charges of calls/SMSs will be on contractor's account.
 23. Vehicle and driver should not be changed frequently. Any such changes should be informed by the contractor to the authority well in advance for permission.
- STATUORY RULES COMPLIANCE & TAXES**
24. The hiring charges will be inclusive of fuel cost, lubricants, spare parts, maintenance, and salary of the drivers, payment of insurance /Road taxes required for operation of vehicle in a state here service is required. However, state taxes required for operation in other states shall be provided by buyer.
 25. The service provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles detailed for the user department requirement. User shall not be liable for any damages whatsoever to public property and/or any third person due to any accident arising out and in the course of deployment of service provider's vehicle.
 26. The service provider shall be solely responsible for any claims by any third party and/or employees of user department travelling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise.

27. The user department will in no way be responsible for violation of traffic rules and/or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider. The driver as well as service provider shall comply with relevant rules and regulations of Motor vehicles Act and Rules applicable at present or in future during the tenure of the contract and as may be enforced from time to time for which user departments would not be held liable/reponsible in any manner what-so-ever. Onus of compliance of all the applicable Laws/Acts/Rules including those under Motor Vehicle Acts/Rules shall rest with the service provider only and user/user departments will not be liable in any manner.
28. The service provider shall be personally responsible for any theft, misconduct and/or disobedience on the part of drivers so provided by him.
29. During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor vehicle Authority or any other authroities for whatsoever reasons that will be at the service provider's risk. Also,alternate vehicle of similar or higher category will be provided by Service provider without any extra charges.
30. The cars depoloyed for duty for the user department shall at no point of time carry any person other than personnel authorized by user department. The service provider has to ensure the safety of passengers by avoiding negilgent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective breakes.
31. The service provider shall provide at his own cost proper uniform and badges as per STATE MOTOR VEHICLES RULES (AMENDED UP TO DATE) and photo indentity cards to the drivers.
32. At the option of the Govt. user, Service provider shall provide vehicle tracking system and will submit the record/data of journey including pickup time and drop time along with mileage. The mileage count will start from the location of pickup and no extra kilometers from the garage to the pickup point will be provided.
33. Payment shall be effected by credit into the bank account of the service provider throuough ECS/RTGS within 15 days from the date of receipt of bills complete in all respect. User department shall pay the vendor all amounts on an invoice that are not the subject of a bona fide dispute within 10 days after department's receipt of a valid invoice that complies in all material respects in terms of this Agreement; the payment shall be subject to any deductions such as penalties, statutory deduction etc.
34. Toll tax, Octroi, PARKing charges and other statutory levies, if any, paid during the journey would be billed on actual and shall be paid by buyer.
35. **Payments of Extra Kms/hours:** All distances shall be calculated from the reporting point. No payment shall be made for journey from garage to reporting point.
36. **Performance Security:** If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.
37. The contract for Hiring of vehicles of ICAR-CISH Rehmankhara and R.B.Road Campus will initially be for a period of one year which may be extended on yearly basis on satisfactory performance of the agency/contractor, up to a period of 2 years (total 03 years) on same rate, terms & conditions subject to satisfactory report of the contractor.

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 / misbehavior on the part of manpower deployed by the agency will be viewed seriously.
38. If any question or dispute arise between the parties here to or there representative with respect to the meaning or effect of any clauses of this agreement or about the right of liabilities of the parties hereto, then such a question or dispute shall be referred to the arbitrator and such arbitrator shall be appointed

by the ICAR/CISH his award shall be governed by the provisions of the Arbitration and Conciliation Act 1996 for time being in force in India Union and shall be binding on both the parties here to.

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 after, 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.

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 ADMINIDTRATIVE OFFICER

BID FORM AND PRICE SCHEDULES

Date

To,
**The Director,
ICAR-Central Institute for Subtropical Horticulture,
Rehmankhera, Kakori,
Lucknow-226101 (UP) India**

Ref. Your bidding documents No. dated

Having examined the above mentioned bidding documents, including addenda Nos..... (if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver..... (description of goods and services) in conformity with the said bidding documents for the sum as shown in the price schedules, attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods and complete the services in accordance with the delivery schedule specified in the Schedule of Requirements after fulfilling all the applicable requirements incorporated in the above referred bidding documents.

If our bid is accepted, we will provide you with performance security as per the instructions for offline Bid submission clause 17 in GCC clause 14 and in a form acceptable to you for a sum of Rs.20,000.00 for the due performance of the contract.

We agree to abide by this bid for the bid validity period specified in the tender (read with modification, if any, in the Bid Data Sheet) or for the subsequently extended period. If any, agreed to by us and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a format contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest rate or any bid you may receive. Dated this Day of 200

Signature
(in the capacity of)
Duly authorized to sign bid for and on behalf of

SECTION II/3
BANK GUARANTEE FORM FOR BID SECURITY (EARNEST MONEY)

Whereas (name of bidder) (herein after called “the bidder”) has submitted his bid dated [dated] for the supply of (brief description of the relevant goods and services) (herein after called “the bid”).

KNOW ALL PEOPLE by these presents that We (name of the bank) having registered office at (full address) (herein after called “the bank”) are bound unto..... (name of the purchaser) (herein after called “the purchaser”) in the sum of (amount in figures and in words) for which payment well and truly to be, made to the said purchaser, the bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said bank this Day of 20.....

THE CONDITIONS of this obligations are :

1. If the bidder

- I. Withdraws its bid during the period of bid validity specified by the bidder on the bid form; or
- II. Does not accept the correction of errors in accordance with the Instruction to Bidders

OR

2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity.

- I. Fails or refuses to execute the contract form, if required; or
- II. Fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the purchaser upto the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the above mentioned two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 60 (sixty) days after the period of bid validity and any demand in respect thereof should reach the bank not later than the above date.

Signature of the Bank
SEAL of the Bank

Date -----
Place-----

SECTION-II/4

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

The Director,
ICAR-CISH
Lucknow-266101(U.P.)

WHEREAS (name and address of supplier)
(hereinafter called “ the supplier”) has taken , in pursuance of contract No._____ dated _____ to
supply _____(description of goods and services) (hereinafter call “ the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you
with a bank guarantee by a recognized bank acceptable to you, for the sum specified therein as security for
compliance with its (supplier’s) obligations in accordance with the contract.

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of
the supplier, up to a total of _____ (amount of the guarantee in words and figures) such sum
being payable in the types and proportions of currencies in which the contract price is payable, and we
undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract
and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid,
without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We further undertake to pay you the sum so demanded notwithstanding any dispute raised by the
supplier in any suit or proceedings pending before any court or tribunal relating thereto liability under this
present being absolute and univocal.

We also hereby waive the necessity of your demanding the said amount from the supplier before
presenting us with the demand.

We further agree that you shall have the fullest liberty without our consent and without affecting in
any manner our obligations hereunder; to vary any of the terms and conditions of the contract or to extend the
time of performance by the supplier from time to time or to postpone for any time or from time to time any of
the powers exercisable by you against the supplier and to forbear or enforce any of the terms and conditions
relating to the contract and we shall not be relieved from our liability under this guarantee.

This guarantee shall be valid and shall remain in force until _____ day of _____
20 ---

(Name of the Bank)

Signature

Name of the officer

Designation of the Officer

Code No. with full address .

Financial Bid

Last Date for receipt of Tender : 06.11.2019 at 11.00 AM

Date of opening of Technical Bid : 06.11.2019 at 11.30 am

The Director,
ICAR-Central Institute for Subtropical Horticulture,
Rehmankhura, P.O. Kakori,
Lucknow – 226 101

I/We wish to submit our Tenders for the job work/service contract for providing Hiring of vehicles services at ICAR-CISH, Rehmankhura and R.B. Road Campus, Lucknow-

[illegible]

(TO BE GIVEN ON LETTER HEAD OF THE FIRM/AGENCY/COMPANY)

From

Full Name & Address of the Tenderer in addition to Post Box No. (if any, should be quoted in all communications to this office) :

Telephone No. :

Telegraphic Address/FAX/Cellular No.:

E-Mail address :

To

The Director,
ICAR-CISH, Rehmankhara,
P.O. Kakori,
Lucknow – 226 101

Date : 2019

Reg: Work- Declaration of non-involvement in any illegal activities.

I/ We hereby declare that my firm M/s.....

..... has never been involved in any illegal activities, charged for financial misappropriation/ fraud/ embezzlement etc. nor any criminal case is pending against me / us, my / our firm in any court of law.

signature

Authorized Signatory/ Signatories

(Seal of the Contracting Firm)

Technical Bid Enlosures

The following documents are required to be enclosed along with the technical bid, in sealed envelope.

- a) Registration certificate of the firm under the work contract of the Govt. of UP/GOI.
- b) Minimum Annual turnover of the firm not less than Rs. 5,00,000.00 (Rupees five lakhs only) during the last financial year.
- c) Last three years experience of the firm in the field of providing such services in Central /state Govt.establishments/Autonomous Bodies of Govt./Corporations of Govt./reputed public organizations. Please provide the details in enclosed tabular form (Schedule-I).
- d) Certified Balance Sheet of the firm for last two years by the Chartered Accountant.
- e) Duly certified copies of the satisfactory services in the organization of State/ Government of India where the Tenderer has provided the services for the last three years.
- f) The agency must have registration with Goods & Service Tax department and submit a self attested Photo copy.
- g) It should be declared by the tenderer that whether the firm has any legal suit/ criminal case pending against it for violation.The firm/ agency must enclose a certificate indicating that there is no criminal/legal suit pending or contemplated against them on a non Inducial stamp paper of Rs.100.00.

AGREEMENT DEED

This agreement is made at Rehmankhera, Lucknow on this day of -----, 2019 between Indian Council of Agricultural Research, a Society registered under the Societies Registration Act 1960, through the Secretary, ICAR (Herein after called first party) of the first party and having its office at Lucknow. (Herein after called the ICAR-Central Institute for Subtropical Horticulture, Rehmankhera, Lucknow) of the other part M/s(Herein after called the second party).

Whereas the Director, ICAR-Central Institute for Subtropical Horticulture, Lucknow has decided to assign the annual job work contract for providing (nature of job) Hiring of vehicles at Rehmankhera of ICAR-CISH, Lucknow 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.2019 and will remain in force for a period upto2019 but can be terminated by the Director, ICAR-Central Institute for Subtropical Horticulture, Lucknow 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 Hiring of vehicles at Rehmankhera of ICAR-CISH, Lucknow.
3. The firm will provide full particulars of every Driver deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the Police Authorities.
4. All personnel posted at premises shall all times and for all purpose be deemed to be employee of the firm and the Director, ICAR-Central Institute for Subtropical Horticulture, Lucknow shall have no liability on this account in any manner.
5. That the firm shall ensure that all persons deployed at ICAR-CISH, Rehmankhera (name of the Institute) shall have no liability on this account in any manner.
6. The Director, ICAR-Central Institute for Subtropical Horticulture, Lucknow Shall have the right to ask for the removal from the Rehmankhera of CISH, Lucknow premises any personnel considered by the Director, ICAR-Central Institute for Subtropical Horticulture, Lucknow to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the Director, ICAR-Central Institute for Subtropical Horticulture, Lucknow.
7. The Driver deployed by the Agency should work as per the working days and timings of the Institute no extra wages will be paid for attending office on weekends. Holidays and late-sitting.
8. Monthly consolidated charges for job/work contract for providing vehicles services at Rehmankhera of ICAR-CISH, Lucknow is as per terms and conditions specified and scope of work as per Schedule-III in the tender document including all the taxes viz. Services tax and other taxes as applicable will be paid to the firm by the Council. The firm will raise a bill of this amount on 1st working day of every month and the payment released by the Council in the form of crossed cheque payment to the firm subject to satisfactory performance/ delivery of contracted job / work/ services.
9. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.
10. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the Director, ICAR-Central Institute for Subtropical

Horticulture, Lucknow The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.

11. That the firm shall issue uniforms to their employees engaged, which they shall wear while on duty (optional).
12. That the firm shall issue identity card to each of the workers engaged for entry into Rehmankhura, ICAR-CISH, Lucknow Premises.
13. That the firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
14. 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 Director, ICAR-Central Institute for Subtropical Horticulture, Lucknow may cancel the contract.
15. That the firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. Viz. obligations under contract labour (Regulation & Abolition) Act, 1970, workmen's Compensation Act, 1943, E.P.F., E.S.I. & M.P. Act, 1947 etc. Firm agrees to indemnify and keep indemnified Director, ICAR-Central Institute for Subtropical Horticulture, Lucknow on account of any failure to comply with the obligations under various laws or damage to Rehmankhura of ICAR-CISH, Lucknow Due to acts/ omissions of Firm.
16. 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 ICAR-CISH and the firm alone shall be responsible for their remuneration. Wages and other benefits etc. firm shall indemnify and keep indemnified the ICAR-CISH (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 Director, ICAR-Central Institute for Subtropical Horticulture, Lucknow
17. The contract is subject to the conditions that the firm shall comply with all the laws and by laws of Central Govt. State Govt./ NCT of Delhi as applicable relating to this contract.
18. In case of any loss or damage to the property of the Council at which is attributable to the firm, the full damages will be recovered from the firm.
19. The firm shall not transfer its right or sub-contract to anyone else.
20. 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.
21. 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.
22. There will be surprise checking by an officer. Shortcomings. If any, pointed out by him shall be restored by the contractor within 24 hours of its bringing to his notice.
23. Other terms and conditions as stipulated in the tender documents and enclosed herewith shall be part of the agreement.

PENALTY CLAUSE : LIQUIDATED DAMAGES CLAUSE

1. 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 section. It will be brought to the notice of the supervisory staff of the firm by Director, ICAR-Central Institute for Subtropical Horticulture, Lucknow and if no action is taken within one hour liquidated damages clauses will be invoked.

2. Any misconduct/ misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.

The decision of Director, ICAR-Central Institute for Subtropical Horticulture, Lucknow 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)

DIRECTOR

Witness :-

1.

2.
