



भा.कृ.अनु.प.-केन्द्रीय शुष्क बागवानी संस्थान

बीछवाल, बीकानेर (राजस्थान) - 334006

(दूरभाष नं.0151-2253123/2250960)



निविदा आमंत्रण सूचना

सचिव, भारतीय कृषि अनुसंधान परिषद, नई दिल्ली की और से निदेशक, भाकृअनुप-केन्द्रीय शुष्क बागवानी संस्थान, बीकानेर संस्थान पर वाहन किराये पर लेने के लिये वार्षिक अनुबंध हेतु प्रतिष्ठित एजेन्सियाँ/ठेकेदारों से ऑनलाईन निविदायें [ONLINE BID] (दो बीड प्रणाली-तकनीकी एवं वित्तीय) आमंत्रित करते हैं। निविदा प्रपत्र की राशि रु.1000/- एवं कार्य की बयाना राशि रु.20,000/- है। विस्तृत निविदा सूचना, पूर्ण विवरण, निविदा प्रपत्र (तकनीकी एवं वित्तीय बीड), नियम-शर्तें एवं पूर्ण जानकारी संस्थान की वेब साइट www.ciah.icar.gov.in एवं CPP Portal <http://eprocure.gov.in/eprocure/app> पर Tender ID: 2021_DARE-625337-1 दिनांक: 05.04.2021 को दोपहर 05.00 बजे से उपलब्ध होगी। CPP Portal <http://eprocure.gov.in/eprocure/app> पोर्टल पर विधिवत भरे गये ONLINE बीड (सभी द्रष्टि से पूर्ण) अपलोड करने की अंतिम तिथि 26.04.2021 को: 04.00 बजे तक है। ONLINE बीड (तकनीकी प्रस्ताव) दिनांक 27.04.2021 को मध्याह्न में 04.00 बजे खोले जावेंगे। सभी द्रष्टि से पूर्ण पाये गये तकनीकी बीड की ONLINE Financial Bid (वित्तीय बीड) खोलने की तिथि/समय बाद में संस्थान की वेबसाइट एवं CPP Portal <http://eprocure.gov.in/eprocure/app> पर सूचित की जावेगी।

प्रशासनिक अधिकारी



भाकृअनुप-केन्द्रीय शुष्क बागवानी संस्थान, बीकानेर

ICAR-CENTRAL INSTITUTE FOR ARID HORTICULTURE

Sri Ganganagar Highway, Beechwal Industrial Area P.O.,

Beechwal, Bikaner – 334006 (Rajasthan)

Tel. No.0151-2253123/2250960, Fax No.0151-2250145



F.No.07(ii)14/CS/HV/2020-21/

Dated: 03.04.2021.

NOTICE INVITING TENDER THROUGH E-PROCUREMENT

On behalf of the Secretary, ICAR, the Director, ICAR-Central Institute for Arid Horticulture, Bikaner invites online bids under Two bid system from the registered Cab Operators/registered travel agencies/firms for hiring of vehicles as and when required basis for official use (local/outstation tour) of the Institute under Annual Rate Contract (for a period of one year) and the Contract can be extended further one year time subject to mutual consent/agreement on the same terms and conditions). Provided of firm provide Satisfactor Service. The tender can be downloaded free of cost from the website <http://eprocure.gov.in> "OR" www.ciah.icar.gov.in. The tender schedule is under release of tender through e-procurement portal :-

1.	Tender id : Shall be notified on the website of institute www.ciah.icar.gov.in	2021_DARE_625337_1
2.	Tender reference No. :-	F.No. 07(ii)14/CS/HV/2020-21/
3.	Date of release of Tender through e-procurement Portal	3.04.2021 at 05.00 P.M.
4.	Date & Time for sale of Tender through Institute Website www.ciah.icar.gov.in/CPPP	5.04.2021 from 12.00 P.M.
5.	Last date & time for submission of Online bid	26.04.2021 at 04.00 P.M.
6.	Date & Time for opening of Online Technical bid	27.04.2021 at 04.00 P.M.
7.	Date & Time for opening of Online Financial bid	To be notified later
8.	Tender Fee Bid Security (Earnest Money) and performance Security	Tender Fee: Rs. 1000/- Bid Security : Rs. 20,000/- Performance Security Rs. 30,000/-
9.	Bank Details	"ICAR UNIT, CIAH, BIKANER" Payable at Punjab National Bank Branch - Samta Nagar, Bikaner (Raj.)
10.	Address for Communication	The Director, ICAR-Central Institute for Arid Horticulture, Sri Ganganagar Road, Beechwal P.O., Bikaner-334006 (Raj.), India.

Cont.

1. The tender form and other details are available on Institute's website www.ciah.icar.gov.in & CPPP. The interested registered Cab Operators/registered travel agencies/firms of repute may download the tender document from above website and upload the same after completing in all respect in the e-procure.gov.in portal as per guidelines mentioned in the portal by or before the due date & time. Tenders are to be submitted only online through e-procurement portal <http://eprocure.gov.in/eprocure/app>.
2. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded alongwith the Tender documents. Tenders send by any other mode will not be accepted.
3. Any changes/modifications in the tender inquiry will be intimated by corrigendum through this website only.
4. In case, any holiday is declared by the Government on the opening, the tenders will be opened on the next working day at the same time. The Institute reserves the right to accept or reject any or all the tenders.
5. Tender fee and Bid Security (Earnest Money Deposit) and undertaking: The interested firms are required to submit (in original) Tender Fee and Bid Security (EMD) in the form of Demand Draft/Pay Order from any commercial Bank in an acceptable form in favour of "ICAR UNIT, CIAH, BIKANER" on 'OR' before last date/time of bid submission. Bids shall not be considered in case the Tender Fee and Bid Security (EMD) and scanned copy of undertaking that items shall be supplied as detailed in tender document are not submitted by 25/04/2021 at 11.00 A.M.

**Administrative Officer
for Director**

Cont.

**Check list of duly signed and stamped documents to be submitted by the tenderer with
online technical Bid.**

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

S.No.	Documents required	✓ Attached with Technical bid X not attached with technical bid
a)	Scanned copy of Firm's registration as a Cab Operator issued by the i) Central Govt. (Central Excise Department) ii) State Govt.	
b)	Scanned copy of Bid Security (EMD) and tender fee/its exemption, if any	
c)	Users list, and scanned copies of Work Order/Contract awarded to firm/travel agency by the other Govt. dept./organizations etc. for the said item(s) of last 2 years.	
d)	RTGS details of the firm	
e)	Scanned copy of Valid PAN issued by Income Tax Department, TIN No. & GST Registration No.	
f)	Scanned copy of signed our terms and conditions	
g)	Tender acceptance letter	
h)	Scanned copy of Undertaking that firm has not blacklisted by any Government Organization as per Annexure-I(Page-5)	
i)	Scanned copy of Signed Price Bid undertaking	
j)	Any other, if any	

(Authorized Signatory/Tenderer with Official Seal)

Cont.

Technical Bid
Schedule of Tender
Details of the Cab Operator/Travel Agency/Firm/Company
Tender ID:2021_DARE_625337_1

S.No.	Particulars	
1.	Name of Proprietor of the Tenderer Cab operator/travel agency/firm	
2.	Name of Tenderer Cab operator/travel agency/firm	
3.	Registered/Postal Address	
4.	Details of the Cab Operator/Travel agency/company/society etc.- i) Individual/HUF ii) Partnership firm (Regd. under Partnership Act 1932) In case of partnership firm give details of partners. iii) Company (Regd. under Indian Companies Act 1956 or Any other	
5.	Regn. No. With the name of Central Govt./State Govt. Department wherein registered the firm	
6.	Regn. No. Regd. as Cab Operator with Central Excise Department	
7.	Phone number/Mobile number office residence	
8.	E-mail Address	
9.	PAN No.	
10.	TIN/ GST Registration No.	
11.	Applicable Bank Details: Bank Name: Branch Address with Phone No. Account No. Type of Account (Current/Saving) RTGS/IFSC Code & Branch	
12.	Any Other	

Cont.

(Authorized Signatory/Tenderer with Official Seal)
Annexure-"I"

(To be attested by Central Notary on a Non-Judicial Stamp Paper worth Rs.100.00)

UNDERTAKING

I/We have read and understood ICAR-CIAH, Bikaner's General Terms and Conditions contained in the application form. I/We do hereby declare that all the details provided in this application form are true to the best of my/our knowledge and belief and any mis-representation of facts will render me/us liable to any action as may be deemed fit by ICAR-CENTRAL INSTITUTE FOR ARID HORTICULTURE, BIKANER.

I/We do hereby also accept ICAR-CIAH, Bikaner have the right to accept or reject this application and not to issue invitation to Tender to me/us.

I/We undertake to communicate promptly to ICAR-CIAH, Bikaner any changes the condition or working of the firm.

It is certified that we have not been blacklisted by any organization of Government of India including Central Vigilance Commission (CVC) in the last two years. The undersigned is fully authorized to sign and submit this application form on behalf of the organization , he/she represent. We authorize ICAR-CIAH, Bikaner to approach individuals, employees, firms and corporations to verify our competence and general reputation.

Signature:.....

Name:.....

Designation:.....

Address:.....

.....

.....

.....

Mobile:.....

Place:.....

Date:.....

(Annexure - II)**TENDER ACCEPTANCE LETTER**

Date:

To

The Director
 ICAR- Central Institute for Arid Horticulture.
 Sri Ganganagar Road.
 Beechwal.
 Bikaner-334006(Rajasthan)

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 web site(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 the acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totally / 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 Bid Security (Earnest Money Deposit) absolutely.

Yours faithfully,

(Authorized Signatory/Tenderer with Official Seal)

Cont.

(Annexure - III)

PRICE BID UNDERTAKING

From: (Full name and address of the Bidder) _____

To

Dear Sir/Madam,

I submit the Price Bid for _____ and related activities as envisaged in the Bid document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them for the Annual Rate Contract.
3. I offer to work at the rates as indicated in the Price Bid, inclusive of all applicable taxes.

Yours faithfully,

(Authorized Signatory/Tenderer)

Cont.

तकनीकी बीड
Technical Bid
IMPORTANT INFORMATION

1. **PURCHASER:** The Director, ICAR-CIAH, Bikaner.
2. **CONSIGNEE:** Administrative Officer, ICAR-CIAH, Bikaner.
3. **PERIOD OF CONTRACT:** One year from the date of conclusion of Rate contract. Contract may be extended for further one year depending upon requirements with mutual consent/agreement as may be decided by the competent authority, after review of performance.
4. **FIRM & FIXED RATES:** Prices should be quoted on a firm & fixed basis. Request for enhancement of contracted rates shall not be considered under any circumstances. Tender with variable prices or seeking provision for enhancement of prices/contracted rates shall be rejected straight away without any consideration.
5. **NON TRANSFERABILITY:** This tender is not transferable.
6. **TERMS & CONDITIONS:** Terms & conditions as set out in this Tender document shall have to be complied with by the tendering firm. Offers not complying with such terms & conditions shall be ignored/rejected at the discretion of the authority.
7. **TENDER FEE:** Tendering firm who downloaded the tender document from central procurement portal(CPPP) and CIAH website www.ciah.icar.gov.in will have to submit a non-refundable tender fee of Rs.1000/- (Rupees One thousand only) in the form of DD/BC/Pay order in favour of "ICAR UNIT, CIAH, BIKANER" payable at Bikaner will be submitting alongwith Bid Security (EMD) in sealed envelope to the office of the ICAR-CIAH, Bikaner on or before last date/time of bid submission.
8. **BID SECURITY (EMD):** An amount of Rs.20,000/- (Rupees Twenty thousand only) has to be submitted DEPOSIT by way of DD/BC/Pay Order in favour of "ICAR UNIT, CIAH, BIKANER" payable at Bikaner separately to the office of the ICAR-CIAH, Bikaner on or before last date/time of bid submission shall not be considered in case the Bid Security (EMD) is not submitted.
9. The said Bid Security (EMD) will not be bear any interest and the Bid Security (EMD) of unsuccessful tenderer would be returned without any interest after finalization of the Contract within one month period.
10. **Performance Security:** The successful tenderer shall deposit Rs.30,000/- (Rupees Thirty thousand only) as Security Deposit within 15 days of award of contract which will be refunded after satisfactorily completion of the Annual Rate Contract.

11. **PRESCRIBED FORMS:** Online bids under two bid systems (Technical Bid and Financial Bid) through e-procurement in the format prescribed in this tender document shall only be considered. Offers not received in prescribed format shall be ignored and no correspondence in this regard will be entertained. The tender sent by Courier/Registered post/Telegraphic/Telex/Fax/Email will not be accepted and ignored straightway.
12. **ICAR-CIAH RIGHTS:** The Director, ICAR-CIAH, Bikaner reserves the right to reject any tender/all tenders in full or part thereof without assigning any reason.
13. **LEGAL CONTRACT:** The supplier shall execute a legal contract agreement along with undertaking in duplicate on stamp paper of appropriate value (charges to be borne by the supplier/travel agency), immediately after the receipt of the award letter but not later than by 15 days of the date of issuance of award letter. The subsequent matter will be got typed on judicial papers of appropriate Court fee stamps worth Rs.1/- affixed on each page. A copy of award letter duly stamped (Court) and signed on each page is also to be attached with this contract agreement. Each page of this contract agreement should be duly stamped & signed by the authorized signatory of the firm. a copy of power of attorney in respect of the authorized signatory, that he is authorized to sign the contract on behalf of the firm, is also to be attached with the contract agreement. All disputes are subject to the exclusive jurisdiction of competent Courts and Forums in Bikaner only.

NOTE:- Contract agreement is to be signed at CIAR-CIAH, Bikaner. Contract agreement by post shall not be entertained.

(Authorized Signatory/Tenderer with Official Seal)

GENERAL INSTRUCTIONS

Terms and Conditions of the Contract:-

1. The rates should be quoted as per the Financial Bid format uploaded on the CPP Portal. Taxes, if any, should be indicated separately. It must be noted that the contract shall be awarded to the firm which fulfils all the required specifications, terms and conditions and remains L-1.
2. The firm must also process valid PAN No., TIN No. & Goods and Service Tax registration number and a copy of the same must also be enclosed with the tender document.
3. Modification in the tender document after the closing date and time is not permissible.
4. 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 past performance.
5. The interested firms are required to deposit (in original) an Earnest Money Deposit (EMD)/Bid Security of the amount in the form of Demand Draft from any of the Commercial Bank in favour of "ICAR UNIT, CIAH, Bikaner", payable at Bikaner may be addressed to Director, ICAR-CIAH, Bikaner on or before bid submission closing date and time as mentioned in critical date sheet. The tenderer shall be considered without the earnest money deposit/bid security. Demand Draft drawn in favour of any officer other than "ICAR UNIT, CIAH, Bikaner", payable at Bikaner will not be accepted and the tender will be rejected. The earnest money deposit/bid security will be refunded only after the finalization of the procurement and no interest will be paid on earnest money/bid security.
6. Rates once finalized will not be enhanced/reduced during the currency of the contract.
7. In case, the successful bidder shows inability at any stage, after the contract, the Earnest money/Bid Security/Performance Security deposited would be forfeited.
8. The Director, ICAR-CIAH, Bikaner reserves the right to cancel the contract at any time during the currency period of the contract without giving any reason.
9. The firm to whom the tender will be awarded, will have to deposit the performance security of Rs.30,000/- after finalizing the ARC. 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.
10. If any dispute(s) arises between ICAR-CIAH, Bikaner and the firm with reference to the contract, ICAR-CIAH, Bikaner will decide it and its decision will be binding on the firms.
11. Bid Validity: 90 days.
12. The contract will be given to Least one (L1).

13. jurisdiction of Court: The court of the Bikaner shall have a jurisdiction to decide any dispute arising out of or in respect of contract.
14. Force Majeure Clause: The supplier shall not be liable for forfeiture of its performance security, liquidated damages to termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purpose of this Clause, "Force Majeure" means an event beyond the control of the supplier and not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, Epidemics, quarantine restrictions, strikes, lokout or any act of war. Notice of the happening of any such event is given by either party to the other within 15 days from the date of occurring thereof. However, either party at its discretion can terminate the contract in such cases.
15. Termination of contract: Time shall be essence of the contract. The purchaser shall have the right to terminate the contract without any notice in part or in full in any of the following cases:
 - a) The delivery of the hired vehicle is delayed for causes not attributed to Force Majeure after the schedule date of delivery.
 - b) The Firm/Agency is declared bankrupt or becomes insolvent.
 - c) The delivery of hired vehicle is delayed due to causes of Force Majeure by more than reasonable time.
 - d) In case Performance Security is not furnished within the time period specified by the purchaser.
 - e) Supply in case of successful tenderer should strictly confirm to the specifications of the hired vehicle equipment being purchased.
 - f) Any change in Address/Telephone/Fax/e-mail of the tenderer should immediately be informed. The state of non-communication by the firm will make the offer liable rejection.
16. Acceptance or rejection of offer: The Director, ICAR-CIAH, Bikaner reserves the right to accept or reject any tender in part or full without assigning any reason thereof. The successful bidder should submit order acceptance letter within 10 days from the date of issue.

'Terms and Conditions are acceptable to us'

Signature.....

Dated:

(Authorized signatory of the firm with seal)

Cont.

(Annexure - VI)

TERMS AND CONDITIONS OF THE CONTRACT

1. The Rate Contract shall be valid for the period of one year from the date of awarding the Contract. The Annual Rate Contract awarded as a result of this Tender Enquiry will be in the nature of Standing offer. Actual Supply Order may be placed from time to time against the RCs concluded on the basis of such rate contract(s). No guarantee can be given as to the minimum or actual services usage.
2. Bid Security/EMD will be returned to the unsuccessful bidders within 30 days after award of the Rate Contract to successful bidders.
3. ICAR-CIAH reserves the right to conclude parallel Rate Contract with a number of suppliers and place Orders on any of such firm that may be the most economical to it or suitable to its requirements.
4. In the event of any disputes arising out of the execution of Rate Contract/Supply Orders, the matter will be referred to Director, ICAR-CIAH, and his decision shall be binding to both the parties.
5. For judicial adjudication, the disputes, if any, arising out of the Contract/Service Orders against the Rate Contract will be subject to the jurisdiction of the Courts in Bikaner only.
6. Authorized Signatory/Signing of Tender:
Individual signing the tender or other documents connected with contract must specify the capacity in which the tender documents are digitally signed as:
 - a.) a 'sole proprietor' of the concern or constituted attorney of such sole proprietor;
 - b.) a partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

NOTES:

- i.) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partner admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed alongwith the tender.
- ii.) In case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm
- iii.) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, ICAR-CIAH may, without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
7. The tenderers should sign at each page of the tender and all its Annexure. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THE TENDER DOCUMENT.**
8. The tendering firms will have to give a declaration to the effect that they have not been Black listed or their business dealings with the Government bodies have not been banned.

Cont.

9. The prices charged for the hired vehicle supplied under the Contract by the supplier shall in no event exceed the lowest price at which the Contractor sells the Stores or offer to sell stores of identical description to any person(s)/organization(s) including the ICAR-CIAH or any office of Central Govt. or a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all Supply Orders is completed. If at any time during the said period, the Contractor reduces the Sale price, sells or offers to sell such stores to any person(s)/organization(s) including the Purchaser or any Statutory Undertaking of the Central Government or State Government, as the case may be, at a price lower than the price chargeable under this Contract, he shall forthwith notify such reduction or Sale or offer of Sale to the ICAR-CIAH and the price payable under the Contract for the stores supplied after the date of coming into force of such reduction or sale of offer of sale stand correspondingly reduced.
10. Indenting Authority: ICAR-CIAH, Bikaner.
11. **Consignee:** Assistant Administrative Officer, Store Section, ICAR-CIAH, Bikaner-334006 (Raj.)
12. **Delivery Period:** The hiring vehicle may be arranged quickly as intimated by this office by telephone or otherwise (within 12-24 hours or as ordered or as stipulated in the terms & conditions of ARC/Agreement Deed).
13. **Payment Terms:** Payment shall be released within 30 days from the date of submission of pre-receipt of Bill after necessary satisfactory services. Advance payment will not be made under any circumstances goods/articles ordered and satisfactory services. Advance payment will not be made under any circumstances.
14. **GUARANTEE/WARRANTY:**
The supplier shall guarantee that the stores, hired vehicle/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/ mentioned in the Tender enquiry. The supplier shall guarantee that the said goods/stores articles would continue to conform to the description and quality aforesaid for a period of twelve months, if during the aforesaid period of 12 months the said stores/goods/articles be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated, the decision of the purchaser in that belief shall be final and binding on the supplier and the purchaser shall be entitled to call upon the supplier to rectify the goods/stores/articles or such portion thereof as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on/an application made thereof by the supplier and in such an event, the above mentioned warranty period shall apply to the goods/stores/articles rectified from the date of rectification thereof. In case of failure of the supplier to rectify or replace the goods etc., within specified time, the purchaser shall be entitled to recover the cost with all expenses from the supplier for such defective stores.
15. Tenderers who are registered with NSIC for a particular services should be submit the photocopy of Registration Certificate with all amendments up to date.
16. **Duties & Taxes:**
Service Tax: Tenderers should indicate whether the prices quoted are exclusive or inclusive of Service Tax. They should indicate the rate(s) Tax (as may be applicable). In case, they are exempted from payment of any tax(es), a copy of the Exemption Certificate issued by the appropriate authority may be furnished.
17. TENDERERS ARE REQUESTED TO QUOTE THEIR RATES ON F.O.R. DESTINATION BASIS (Free delivery to the consignee's premises).

Cont.

18. The decision of the ICAR-CIAH shall be final as to the quality of the stores and shall be binding upon the tenderers and in case of any of the articles supplied not being found as per specification shall be liable to be rejected and any expenses or losses caused to the suppliers shall be borne by the supplier. It will be the responsibility of the supplier to ensure that articles supplied are of the best quality and free from all defects.
19. Item-wise price should be quoted. In case of bundled price, the offer shall be summarily rejected.
20. **Liquidated Damages:** In case the firm does not complete the supply/part supply within delivery period or failure to provide the hiring vehicle(s) in time, action will be taken against the firm / travel agency and the vehicle(s) may be hired from another source at their risk and cost and recover the additional expenses paid by the Institute, if any from the travel agency including administrative expenses under the contract, the total damages, so claimed shall not exceed 10% of the total price of stores required/hiring vehicle(s).
21. ICAR-CIAH, reserves the right to conclude parallel Rate Contract with a number of suppliers and place orders on any of such firm that may be the most economical to it or suitable to its requirements.
22. The ICAR-CIAH reserves the right to reject any or all the online bids without assigning any reason.

(Authorized Signatory/Tenderer with Name/Address & Seal of Firm/Agency)

Other Terms & Conditions of Contract for hiring of vehicles as and when required basis:

1. The rate of hire charges per km. should be quoted separately for each vehicle inclusive of all charges i.e. P.O.L., Maintenance/Repair of vehicle, Insurance, Permit, fitness etc. etc.
2. The vehicle should be clean and in good conditions (Mechanically as well as get up wise i.e. out body/Upholstery etc. should be decent looking with proper seat covers etc.) (preferably new vehicles/model of year 2018 and onwards) and registered as commercial vehicle with RTO Department. The hired vehicle will have to be fitted/provided with the mandatory additional/ utilities such as clean seat covers, mobile charger, seat belt (front/rear), quality radio music system, car perfume, reading lamp etc.
3. The Institute shall not be responsible/liable for any type of wear & tear/repair/accident etc. in respect of vehicle(s) to be hired. In case the hired vehicle meets an accident/or is damaged due to ignorance/carelessness of the driver of the travel agency, the travel agency will be held responsible for any type of loss/damage/claims.
4. The Cab operator owner/firm should be in a position to provide the commercial vehicle(s) as and when required/needed (as intimated on short notice by telephone or otherwise by the office). It should be provided/made available/arranged immediately to this Institute (within 12-24 hours after receipt of order) under ARC.
5. The owner/firm/travel agency should be in a position to provide standby vehicle in case of any breakdown.
6. Driver of travel agency on providing hired vehicle should have valid licence and he should in clean uniform/name badge, having good character and conduct. The driver will not consume intoxicating drinks or drug while on duty of hired vehicle. The driver should be provided with a mobile phone by the contractor, he should be professional drivers and fully conversant with the routes of Rajasthan, Haryana, Gujarat, & Delhi etc. as and when hired vehicle required to the Institute.
7. Driver shall all times obey rules while driving the hired vehicle and if he disobeyed the traffic rules and any penalties imposed/caused, the same will be paid by the driver of travel agency and if he fails to pay the same on the spot, the penalty amount if paid by any officer of the Institute, the amount will be recovered from the monthly bill of the firm before making payment.
8. All the related document of hired vehicle will accompanied with the driver of hired vehicle.
9. The vehicle will be hired on contract basis. The contract is made for a period of one year subject to follow all the terms & conditions of the Contract. It may be extended for a further period of one year subject to the satisfactory performance by the contractor and mutual consent.
10. The firm having Registration of Cab operators with Central Excise Department.
11. The Contract is remain valid for a period of one year, this may be terminated before the one year period without ascertaining any reason or extended the same, this is at the discretion of the Director, ICAR-CIAH, Bikaner.
12. The vehicle provided should be comprehensive insurance and covers all risks/losses complete in all respect. In case of any accident or theft etc. All the claims arising out of it will be met by the agency and this institute shall not be liable in any matter whatsoever.
13. Copy of PAN issued by Dept. of Income Tax may be submitted with the Tender.
14. Copy of Service Tax/CST/GST clearance certificate may be attached with the Tender.

15. Users list, and photo copies of the Contract awarded to firm/travel agency by the other Govt. Deptt./Organizations etc. for the said item of last 2 Years may also be attached with the quotation.
16. In case a vehicle is requisitioned and the same does not reach at the appointed time and juncture, the Institute will be free to call another vehicle form the open market and the expenses on this account will be deducted from the pending Bills/Security etc. Besides, a penalty of Rs. 500/- would be imposed for every such lapse.
17. The success bidder/service provide travel agency to whom the contract awarded may ensure that no such vehicle to be provided under the contract period which is financed by the bank/or finance company and the firm is defaulter to deposit EMI of such vehicle to them in time of any reason. In case vehicle provided by the travel agency and during travel of any officer of the Institute with the vehicle any incident happens cause of/come in the notice/faced irregularities, an appropriate action will be taken against the service provide travel agency.
18. Mileage shall be counted from ICAR-CIAH, Bikaner or any other pic-up/drop of location specified by the office only and for this purpose the driver deputed shall get the meter reading checked from the officer-in-charge or any other person deputed by him for this purpose. Similarly, at the time of departure meter reading may be got verified by the officer using the hired vehicle.
19. Extra kilo meters and hours will be given only, if kilometer and hours go beyond the slab.
20. The compensation, connected expenses and legal disputes between the firm and staff deployed and any unforeseen casualty shall be borne/paid/settled by the Cab Operator/Travel agency. The Institute in no way shall be party to the dispute and will have no liability on this account in any manner whatsoever.
21. Any Police Case lodged in respect of hired vehicle/driver of hired vehicle will be dealt by the service provide travel agency and no claims for any penalty/legal expenses etc. imposed by the Police/Court will be admitted by the ICAR-CIAH
22. Toll tax, Parking, Border Tax or any other charges will be paid submission of Cash Receipt with the bill.
23. The milometer of the hired vehicle should be sealed and in perfect working conditions.
24. The tenderer should enclose a signed copy of the terms and conditions stipulated for award of the contract, conveying his acceptance of the same.
25. Non-compliance with any of the above conditions is liable to rejection of tender.
26. No advance payment will be made. The approved firm shall submit the bill (in Triplicate) at the end of the month/after completion of journey along with cash receipt of toll tax and duty slip certified by the concerned officer who has used the vehicle. No interest is payable on delayed payment.
27. Decision of Director, ICAR-CIAH will be final for any aspect of the contract and binding to all parties, Disputes arising, if any on the contract will be settled at his level and will not be referred to arbitration.
28. The rate should be quoted as per the financial bid schedule attached.

(Authorized Signatory/Tenderer with seal)

Cont.