E-Tender Document

For

Hiring of Vehicles on need and call Basis

ln

Agricultural Scientists Recruitment Board

(Department of Agricultural Research and Education)
Ministry of Agriculture and Farmer's Welfare, Govt. of India

(Visit us at www.eprocure.gov.in; www.asrb.org.in)

TABLE OF CONTENTS

S.No.	Title	Page No.
1.	E-procurement tender notice	3-4
2.	Section – I (Instructions to Online Bidders)	6-8
3.	Section – II (General Terms and Conditions)	9-13
4.	Section – III (Tender Specific Terms and Conditions)	14-17
5,	Section – IV (Proforma for Technical Bid)	18
6.	Section – V (Proforma for Financial Bid)	19-20
7	Section – VI (Evaluation Formula)	21
8.	Annexure – I (Bid Form)	22
9,	Annexure – II (Letter of authorization to attend bid opening)	23
10.	Annexure – III (Declaration for Non-Tampering of Downloaded	24
	Tender Document from website)	
11.	Annexure – IV (Format of the certificate of no relative clause)	25
12.	Annexure – V (Specimen Agreement)	26-28
13.	Annexure – VI (Format for Performance Security Guarantee	29
	Bond)	
14.	Annexure – VII (Checklist)	30



कृषि वैज्ञानिक चयन संडल

कृषि अनुसार एवं शिक्षा विभाग, भारत शरकार कृषि अनुसंधान भवन 1, पूसा, नई दिल्ली-110012 AGRICULTURAL SCIENTISTS RECRUITMENT BOARD Department of Agricultural Research and Education, Govt, of India Krishi Anusandhan Bhaván-I, Pusa, New Delhi - 110012



F.No. 17(1)/2019 GA

Dated 25th Oct 2019

E-Procurement Tender Notice

The Agricultural Scientists Recruitment Board (ASRB), an attached office with Department of Agricultural Research and Education, Government of India invites e-tenders for hiring of registered commercial vehicles on monthly basis & Call basis for a period of one year, extendable by one more year subject to satisfactory performance and mutual consent.

1. Tender schedule:

1. Tender schedule:	
Tender id	F.No.17(1)/2019-GA
Tender No.	2019_DARE_514205_1
Cost of Tender	NIL
Earnest Money Deposit	Rs 50,000/-
Performance Security Deposit	7.5% of the estimated value of contract
Date of release of Tender through e- procurement	25,10,2019 (Friday)
Pre Bid meeting date/time/venue	07.11.2019 (Thursday)
Last Date and time for downloading of tender	15.11.2019 (Friday) at 13:00 hrs
Last date & time for submission of bid	15.11.2019 (Friday) at 15:00:hrs
Date & time for opening of technical bid	18.11,2019 (Monday) at 15:30 hrs
Date & time for opening of financial bid	Will be intimated after scrutiny of technical bid
Address for Communication	Section Officer (Gen Admn.), Room No. 101,
	Krishi Anusandhan Bhavan-I, Pusa Campus, New Delhi 110012
Likely Date of Commencement of Contract	01.12.2019
Contact Details	 Sh Ajay Gautam (Under-Secretary, GA) – 011-25843855 Sh Vikas Jain (Section Officer, GA) – 011-25842220; soga@asrb.org.in

The requirement of vehicles shall be as under:

S.No.	Description	Model	Quantity
1.	Vehicles on monthly basis	Maruti Suzuki Ciaz	04
2.	Vehicles on call basis	Compact Sedan (Swift Desire-Maruti,	02
		Tata Indigo, Tata Zest, Xcent-Hyundai,	

Amaze Honda, Chevrolet-Sail, Etios	
Toyota etc.)	

On-line bids are invited on behalf of Secretary, ASRB under two-bid system through eprocurement system from registered, well-established and reputed firms for hiring of vehicles on monthly and call basis for a period of one year and extendable by one more year subject to satisfactory performance and mutual consent.

Tender form, terms & conditions and draft agreement can be downloaded free of cost from the website http://eprocure.gov.in and www.asrb.org.in upto 1300 hours of 14.11.2019. On-line bids complete in all respects should be submitted through CPP portal https://eprocure.gov.in/eprocure/app only on or before the last date and time i.e. 14.11.2019 at 1500 hours.

In case, holiday is declared by the Government on the day of opening bids, the bids will be opened on the next working day at the same time. The Board reserves the right to accept or reject any or all the bids without assigning any reason.

Please note that only online bids will be accepted. However, a hard copy of the documents uploaded by the firm may also be deposited with this office before the date of opening of technical bid.

(Ajay Gautam)

Under Secretary (Gen. Admn.)



कृषि वैज्ञानिक चयन मंडल

कृषि अनुसंन्धान एवं शिक्षा विभाग, भीरत सरकार कृषि अनुसंधान भवन-।, पूसा, तई दिल्ली-110012 AGRICULTURAL SCIENTISTS RECRUITMENT BOARD Department of Agricultural Research and Education, Goyt. of India Krishi Auusandhan Bhavau-I, Pusa, New Delhi - 110012



F.No. 17(1)/2019-GA

Date: > Oct, 2019

INVITATION TO ONLINE TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR HIRING OF VEHICLES ON MONTHLY AND CALL BASIS FOR A PERIOD OF ONE YEAR AND EXTENDABLE BY ONE MORE YEAR SUBJECT TO SATISFACTORY PERFORMANCE AND MUTUAL CONSENT.

From: Under Secretary (Gen. Admn.)
Agricultural Scientists Recruitment Board
Krishi Anusandhan Bhawan - I, Pusa Campus,
New Delhi-110 012

Ю		

Dear Sir(s),

Online Tender bids are hereby invited on behalf of the Secretary, Agricultural Scientists Recruitment Board, New Delhi for hiring of vehicles on monthly and call basis for a period of one year and extendable by one more year subject to satisfactory performance and mutual consent. All instructions and general and specific terms and conditions are attached herewith the tender document.

Ajay Gautam)

Under Secretary (Gen. Admn.)

SECTION – I INSTRUCTION TO THE BIDDERS

- 1. The intending and eligible bidders may submit the tenders online at http://eprocure.gov.in in two bids systems (i.e. (i) Technical Bid and (ii) Financial Bid) in the prescribed proforma. Tenders are to be submitted online only using the e-procurement portal http://eprocure.gov.in
- 2. The Bidders who have not enrolled/registered in e-procurement portal should enrol/register before participating through the website https://eprocure.gov.in. The portal enrolment is free of cost.
- 3. Interested bidders may submit their quotation online on https://eprocure.gov.in as per the tender document in the website http://eprocure.gov.in and http://asrb.org.in. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded alongwith the Tender Documents. Tender sent by any other mode will not be accepted. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever. Any corrigendum/addendum regarding this tender will be available on the above said website only.
- 4. The clarifications, if any, may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum / Addendum published, if any, before submitting the bids online.
- 5. An earnest money of ₹.50,000/- must be deposited in the form of demand draft/pay order payable to Secretary, ASRB at New Delhi in person to Section Officer (Gen Admn.) in Room No. 101, Krishi Anusandhan Bhawan-I, Pusa Campus, New Delhi on or before the last date/time of submission of the bids. The particulars of the earnest money deposited must also be super-scribed on the top of the envelope by including the draft/pay order number and date, failing which the bids will not be accepted.
- 6. No overwriting or cutting is permitted in the tender documents. Such bids will be rejected outright.
- 7. The tenderer is being permitted to give tender bid in consideration of the stipulations on his part that after submitting his tender bid, he will not resile from his/her offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulations the aforesaid amount of EMD will be forfeited by the Board. 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 Board.
- 8. The Technical Bids will be opened online on 18.11.2019 (Monday) at 15:30 hrs by a Tender Opening Committee of this Office. At the first stage the technical bids shall be evaluated by the Tender Evaluation committee (TEC) constituted for the purpose by the office. At the second stage, the Financial Bids of only those bidders who qualify in the technical bid will be opened for which the date and time will be intimated later on. The Tender Evaluation

- (TEC), after evaluation of the Financial Bids, will give its specific recommendation(s) regarding the lowest responsive bid, which is to be selected along with a comparative statement duly signed by the Members of the TEC.
- **9.** The tender bids are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tenders are not dully filled in.
- **10.** 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 partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
- 11. Tenders will be opened online by the authorised officer. Bidders have two options to participate in tendering process at the time of opening of Bids. Bidders can come at the place of opening of bids (electronically) as done in the conventional tender process or he can visualize the process online without physically being present at ASRB premises.
- 12. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on behalf of tenderer should be indicated in the tender. Name and address of permanent representative of the tenderer, if any, may also be indicated.
- **13.** This Office reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Secretary, ASRB in this regard shall be final and binding on all.
- **14.** The Bidder is expected to examine all instructions, forms, specifications, terms and conditions in the Bid Documents. Failure to furnish all information and documents required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and shall result in rejection of the bid.
- 15. The schedules of the tender form should be uploaded with online bids. In the event of the space provided on the schedule form being insufficient for the required purposes, 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. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter alongwith the tenders by the prospective bidders.
- 16. In case of partnership firms, where no authority has been given to any partner to execute the contract/ agreement concerning the business of the partnership, the tenders and all other related document must be signed by every partner of the firm. A person signing the tender 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 other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Board shall without prejudice to other civil and criminal remedies may terminate the contract and hold the signatory liable for all costs and damages. Each page of the tender and the schedules to the tender and annexure(s), if any, should be signed by the tenderer.

- 17. An amount equivalent to 7.5% of the estimated value of contract is to be deposited by the selected agency/ successful tenderer as Performance Security Deposit only after receiving a communication from the Board. In the event of non-deposit of the same, the earnest money will be forfeited.
- **18.** No interest on security deposit and earnest money deposit shall be paid by the Board to the tenderer. The rate should be quoted in Indian Rupees only and it should be valid throughout the period of contract.
- **19.** The tax as per relevant guidelines of the Govt.of India shall be deducted at source from monthly bills of the successful tenderer, as per rules/ instructions made applicable from time to time by government.
- **20.** Secretary, ASRB reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Board, for any justifiable reasons and it is not mandatory to be communicated to the tenderer.
- 21. It is construed that the bidder has read and agreed all the terms and conditions before submitting their offer. Bidder should go through the tender Annexure and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.
- **22.** Bidder should take into account the corrigendum / Addendum published from time to time before submitting the online bids.

SECTION - II

GENREAL TERMS AND CONDITIONS

1. Period of Contract: The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of one year on review of performance, depending upon the requirements and administrative conveniences of the office

2. Earnest Money Deposit (EMD):

- a. Earnest Money of Rs. 50,000/- (Rupees fifty thousand only) shall be paid by Demand draft, drawn on any Nationalized or Scheduled Bank in favour of Secretary, ASRB payable at New Delhi as mentioned in the notice inviting e-tender. Earnest Money in cash or in the form of cheque or in any other form will not be accepted.
- b. The Earnest Money of the tenderer will be refunded without interest within reasonable time after final decision of the tender, normally within six months from the date of opening of tenders.
- c. Request for transfer of any previous deposits such as previous earnest money or security deposit or payment of any pending bill for transfer towards earnest money shall not be entertained.
- d. Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates the aforesaid amount of earnest money will be forfeited.
- e. The tenders without Earnest Money Deposit will be summarily rejected.
- f. No claim shall lie against the Government/ Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- **3. Preparation and Submission of Tender:** The tenders have been invited under two bid systems i.e. Qualifying Bid and Financial Bid. The necessary documents should be uploaded in the https://eprocure.gov.in/ portal as per the guidelines mentioned in the portal. Below are the documents to be uploaded by bidder at the time of submitting bid online.

a. Cover-1: Qualifying bid (The list of the documents to be uploaded)

- i. Bid Form (As in Annexure I) and Declarations/Letters as in Annexure-II to IV, VI & VII
- ii. Self-Attested copy of Registration of firm/company.
- iii. Self-Attested copy of Experience / completion certificate issued by Central/State Government/Public Sector companies for one year or more during the last five years (if applicable). Individual award letter of the contracts shall not be treated as Experience Certificates.
- iv. Self-Attested copy of PAN card of firm/company/individual.
- v. Self-Attested Copy of the IT return filed for the last financial year.
- vi. Self-Attested Copy of Goods Service Tax (GST) registration certificate.
- vii. Self-Attested copy of document showing current insurance of the vehicle
- viii. Self-Attested Copy of Registration Certificate of vehicle
- ix. Copy of DD of EMD as stipulated vide clause 2 of section-II above.

All the documents mentioned above are for establishing the eligibility and non-submission of these documents will result in rejection of the tender. Original of all such documents shall be liable to be produced for verification, failing which such documents shall be rejected.

- **b.** Cover-2 (Financial bid): The quotation should be filled in the financial bid document downloaded from CPP portal (BOQ.xls sheet) and the same should be to be uploaded.
- **4. Signing of Tender:** Individual signing the tender or other documents connected with contract must specify whether he signs 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 refer 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.
 - c. Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a Company.
 - d. All the pages of tender should be serial numbered, signed by the bidder and affix his firm's stamp at each page of the tender document and all its Annexures as the acceptance of the offer made by the tenderer will be deemed as a contract. NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER
- **5. Technical/Qualifying Bid**: The Technical bid should be submitted online in cover-1 mentioned above. All documents asked must be uploaded as part of Technical/Qualifying bid.

6. Financial Bid:

- a. The Financial Bid should be submitted online in cover-2 mentioned above. The Financial Bids of those bidders who are found qualified, will be opened on a specified date and time to be intimated to the respective bidder by e-mail registered by them in CPP. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Financial Bids.
- b. The rates quoted shall be firm and final for the entire period of contract.
- c. Terms of payment as stated in the Tender Document shall be final.
- d. At the time of payment of bills, the income tax and other taxes, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.
- 7. Opening of Tender: The bidder is at liberty either to be present himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the bidder should bring with him a letter of authority from the bidder as per the format at Annexure-III and proof of identification. Also, the tender shall be opened at Room No. 101, Krishi Anusandhan Bhawan-I, Pusa Campus, New Delhi 110012.
- 8. Criteria for Evaluation of Tenders: The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Cover-1 and then on the basis of Financial information furnished in form given in Cover-II. The Financial bid of such firms found

short listed based on technical parameters (as per Cover-I) will be opened on the date, time and venue to be announced after evaluation of the Technical Bid. The award of work will be further subject to terms and conditions of tender.

- a) Bid shall be evaluated to determine whether it is complete, whether documents have been properly signed and are generally in order.
- b) TOC/TEC will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive may be rejected.
- c) TOC/TEC shall evaluate and compare the substantially responsive bids and comparison of bids shall be on the rate quoted (inclusive all levies and taxes) as indicated in the rate schedule of the bid document.
- d) Financial Bids shall be evaluated based on the evaluation formula described at Section-VII.

9. Right of Acceptance:

- a) Secretary, ASRB reserves all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the Secretary, ASRB in this regard shall be final and binding.
- Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's quotation.
- **10. Communication of Acceptance :** Successful Bidder will be informed of the acceptance of his tender through email by CPP (Central Procurement Portal)

11. Security Deposit:

- a) The successful tenderer will have to deposit a performance security (security deposit) for an amount of 7.5% of the value of the contract in the form of a Bank Guarantee / FDR for the validity period of 15 months. The Security Deposit will not be adjusted against any payment due to the firm from the Department or the Central Government.
- b) The Security Deposit can be forfeited, wholly or partly, by order of the competent authority in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said security deposit as may be considered by the ASRB sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- A letter of intent will be issued to the successful bidder/bidders. Successful bidder shall have to submit a performance security in the form of a bank guarantee / FDR

- within 14 (fourteen) days from the issue of the letter of intent, from a scheduled commercial bank.
- d) The final work order will be issued only after the production of the performance security and EMD of successful bidder shall be refunded within a week of the receipt of the performance security bond.

12. Penalties:

- a) Vehicles should be made available on call any day in the week at any hour. In case of failure to supply the vehicle, a penalty of Rs.1000/= will be imposed on each occasion, in addition to the pro-rata deduction of rental in the monthly bill.
- b) The vehicle should be made available at the specified reporting time. In case of delay in reporting, acceptance of the vehicle will be at the discretion of the controlling officer subject to following conditions:
- i. If vehicle is accepted after delayed reporting, a penalty of Rs.300/= will be imposed for that day.
- ii. the vehicle is not accepted, a penalty as per clause (a) above will be imposed
- iii. In case of breakdown, if the vehicle is not replaced within one & half hour, penalty of Rs.200/= per occasion will be imposed, in addition to the pro-rata deduction of rental in the monthly bill.
- iv. Department reserves the right to call the vehicles before stipulated duty hour and beyond duty hour. Vehicles should be made available on call basis beyond the office hours in the week days as well as holidays, failing which the penalty of Rs. 500/= will be imposed on each occasion.
 - 13. Subletting of Work: The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing from the competent authority, which the authority will be at liberty to refuse if it thinks fit

14. Terms of payment:

- a) No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.
- b) The contractor shall submit the monthly bill in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.
- c) All payments shall be made by RTGS/NEFT using PFMS.
- d) The competent authority shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in this tender.
- e) The term "payment" mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.
- f) Wherever applicable all payments will be made as per rate schedule of payments stated in Section-V of the submitted Financial bid of the successful bidder.

- 15. Decision of Secretary, ASRB shall 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 by mutual consultation and in case of failure or settlement dispute shall be referred to the sole arbitrator to be appointed by the Secretary, ASRB. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.
- **16.** Acceptance by the Board will be communicated by fax, express letter, e-mail or any other form of communication. Formal letter of acceptance and work order of the tenderer will be forwarded as soon as possible, but the earlier instructions in the fax, express letter, e-mail etc. should be acted upon immediately.
- 17. The Board does not pledge itself to accept the lowest or any other tender bid and also reserve to itself the right of accepting the tenders whole or in part keeping in view valid reasons. Conditional bids will not be accepted.
- **18.** MSME/NSIC registered firms are exempted from submission of EMD on production of relevant documents.
 - a) The MSME/NSIC registered firms shall be given preference as per the relevant rules / guidelines of the Govt. of India on production of relevant certificates
 - b) The above benefits shall be given to only those firms who are registered as MSME/NSIC for the purpose as required under the tender.
- 19. Successful Bidder/tenderer will have to enter into a detailed contract agreement (as per Annexure V) with ASRB on non-judicial stamp paper of Rs. 100/- (One hundred only) for work.
- **20. Termination of Contract:** Competent authority, without prejudice to any other remedy, for breach of contract, may terminate the contract in whole or in parts, if
 - the contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by competent authority;
 - b) If the contractor fails to perform any other obligation (s) under the General & special conditions of the contract and all clauses of this tender which are integral part of this tender.
 - c) If Competent authority may without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances.
 - d) Termination for Insolvency: The competent authority may at any time terminate the Contract by giving written notice to the contractor, without compensation to the contractor. If the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter.
- **21. Arbitration:** If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration referred to by Secretary, ASRB.

The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time.

- **22. Set Off:** Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by purchaser and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by contractor with purchaser.
- **23.** Force Majeure: If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the purchaser as to whether the supplies/services have been so resumed or not shall be final and conducive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.
- **24.** Only those firms who will qualify in the technical bid will be considered for evaluation of their financial bid.

SECTION - III

TENDER SPECIFIC TERMS AND CONDITIONS

- 1. **Eligibility**: Documentary evidence for the under mentioned items should be submitted along with the bid:
 - a. The bidder should own or have on lease minimum of 4 vehicles of model not older than May 2016 registered as commercial vehicles in their names or firm's name for use as commercial vehicles. The proof of ownership or lease holding should be produced along with the qualifying bid documents.
 - b. The lowest bidder shall make available the vehicle at the place, to be decided by the Board, for inspection. If the Board is satisfied with the condition of the vehicles, only then, purchase order shall be awarded to the lowest bidder. If the lowest bidder is not able to provide vehicle(s) in good condition resulting in non issue of purchase order, the earnest money of such bidder shall be forfeited.
 - c. The bidder shall submit the proof of ownership in case of own vehicle or in case of leased/ hold vehicles a power of attorney/affidavit, authorizing the bidder to use the vehicle for hiring, on stamp paper from Notary.
 - d. The bidder shall have experience of supplying vehicles to Central/State Govt. organization / PSU for minimum three year.
 - e. The bidder must submit at least 2 certificate of Registration of Commercial Vehicles.
 - f. The bidder must have registration for Goods Service Tax (GST).

2. Services to be provided:

- a. Provision of registered Commercial vehicles with licensed drivers, on Hiring basis for Vehicles on call basis for running in Union Territory of Delhi. However if for official purpose, vehicles has to go to adjoining states the arrangements will be made by the contractor. In such case, tax levied by other states for such journey will be reimbursed on production of receipt.
- b. Period of contracts: Under normal circumstances the contract shall be valid for a period of one year from the date of issue of work order. The Board may cancel the contract during the contract period without assigning any reason. However, the period of contract can be extended for a further period of one year at the discretion of the Board. The contract so extended by the department, will be on the same rate and terms & conditions. After expiry of the extended period the contract will automatically come to an end and no separate notice will be given.
- c. Normal Duty Hrs: Ten hours per day on all days of month except on Gazetted Holidays notified by Govt. However actual duty hours shall be specified by actual users of vehicles.
- d. Quantity: Estimated number of vehicles is 04 (Maruti Suzuki Ciaz on monthly basis) and 02 (Sedan on call basis). However the actual quantity ordered will depend on the requirement from time to time. Purchaser reserves the right to increase or decrease the required quantity without any change in the hiring charges of the offered quantity and other terms and conditions. The payment shall be made on pro-rata basis for the duration for which vehicles are actually utilised by the Board.
- e. Reporting place: ASRB, Krishi Anusandhan Bhawan-I, Pusa Campus, New Delhi-110012

- f. Notice period: For regular requirements one day in advance. Telephonic /Verbal intimation shall be considered as notice.
- g. Calculation of distance: From garage to garage but chargeable distance in this respect shall not be more than 5 km in each way.
- h. Accuracy of the meters: The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.
- i. Intending bidder must have a telephone number (Landline & Mobile) & where the requisition of vehicle can be conveyed round the clock (24 hrs) for 365 days. The driver of the vehicle must be provided with mobile telephone so that he may be contacted at any point of time.
- j. Payment of any government Tax /Duty in respect of the hired vehicle will be the liability of the contractor.
- k. Parking and toll charges, if any, may be claimed by producing the parking/toll slips.
- I. No change in the vehicle / driver without prior permission of the Board. However, any changes in the vehicle/driver should be informed at least one day before the day of such changes.
- m. No mileage will be allowed for lunch/breakfast or for filling of petrol/diesel etc.

3. Amendment to tender document:

- a. At any time, prior to the closing date of submission of bid, purchaser may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the tender documents by amendments.
- b. The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them. A prospective bidder, requiring any clarification on the Bid document shall notify the purchaser or hirer in writing. The purchaser shall respond in writing to any request for the clarification of bid document which it receives not later than 7 days prior to the date of opening of Tender.

4. Special conditions of contracts:

- a. In case the Government of India subsequently declares the date fixed for the opening of the bid as holiday, the bid shall be opened on next working day. The contractor/ bidder will have full liability under sections of Motor vehicles Act 1968 (as amended from time to time) and IPC causing death or permanent disability developed by the vehicle supplied by the Contractor. The hiring authority shall have no responsibility and will not entertain any claim in this regard in any circumstances. The contractor/bidder shall indemnify the purchaser from such incidences.
- b. The engagement and employment of drivers and payment of wages to them as per existing provision of various labour laws and regulations is the sole responsibility of the Contractor and shall indemnify the purchaser. Any breach of such Laws on regulation shall be deemed to be breach of this contract.
- c. The contractor shall supply the vehicles properly cleaned from outside and properly cleaned & totally dust free inside. Seats of the vehicle should have cover of white towels and towels should be washed weekly. Also, driver should be

- properly dressed & well behaved. Vehicles to be provided by the Contractor should be in perfectly sound working condition and suitable for use by senior officers of the dept. Engine of the supplied vehicle should be noise-free.
- d. Driver and vehicle should not be changed frequently. If in most unavoidable circumstances the change of driver/vehicle is required, prior intimation should be given to the user concerned.
- e. The contractor should send the vehicle for periodical servicing at the cost of the contractor. Purchaser will not pay any mileage run for such servicing. The cost of lubricant, repairs, maintenance, Taxes, Insurance etc will be the contractor liability.
- f. In case of change of vehicle by the contractor during the currency of the contract, the proof of ownership in case of own vehicle or in case of leased/ hold vehicles a copy of power of attorney/affidavit should be submitted within 7 (seven) days of such change for such changed vehicles.
- g. Decision as to whether penalties would be levied or not for violation of terms & condition laid down in this tender shall be taken by Secretary, ASRB.
- h. In Case the department is not satisfied with the quality/condition of the vehicle the contractor shall change the vehicle / make necessary repairs to the satisfaction of the department.
- i. No hike in approved quoted rate will be allowed if there is a hike in the price of diesel and or spare parts of vehicle.
- j. The purchaser reserves the right to counter offer price against the price quoted by the contractor.
- **5 Payment terms**: Payment will be made by way of RTGS/NEFT using PFMS against the submission of monthly bills (in triplicate) with Log Book duly signed by the designated user(s). Bill shall be prepared as per clause 6 below. The monthly bill shall be paid only after tax deduction at source (TDS) as applicable from time to time.

6 Rate of hire charges:

- a. Rates quoted should be inclusive of all taxes except Goods Service Tax (GST). Goods Service Tax (GST) will be paid extra as per Govt. rates applicable from time to time. Proof of deposit of Goods Service Tax (GST) to appropriate authority should be submitted quarterly along with the monthly Invoices.
- b. Duty hours will be calculated on the basis of the difference between reporting time and releasing time on each day as noted on the duly slip by the user.
- c. Calculation of distance: From garage to garage, but chargeable distance in this respect shall not be more than 5 km in each way.
- d. The bill should be prepared on the basis of above figures and the amount will be claimed on the basis of kilometers covered including those during holidays, and period of duty beyond office hours & holidays (if vehicles are used on holidays) as overtime. e) Number of working days in a week may be increased by the Board anytime and the supplier will have no extra claim for this.

SECTION – IV PROFORMA FOR TECHNICAL BID

S.No.	Particulars	Response
1.	Name of Tendering Company/ Firm / Agency/Individual	
2.	Nature of the concern (i.e. Sole proprietor / partnership / Company)	
3.	Full Address of Office of the Company/ Firm / Agency/ Individual	
4.	Telephone/Mobile No	
5.	FAX No (if any):	
6.	E-Mail Address	
7.	PAN No. of the Company/ Firm / Agency/Individual	
8.	Photocopy of income tax returns for latest year	
9.	Goods Service Tax (GST) Registration No.	
10.	Details of Earnest Money of Rs. 50,000/-	
11.	Whether each page of tender and its annexure have been signed and stamped	
12.	Bidder"s bank, its address, IFSC Code and Bank account no	
13.	Particulars of vehicles available with the Bidder (Type	1.
	of Vehicle and Registration Number) (please attach the	2.
	attested copies of the proof of the ownership or lease	3.
	holding/power of attorney and proof of registration of	4.
	the vehicles as commercial vehicle)	5.

I/We hereby declare that the information furnished above is true and correct.

Place:	Signature of Bidder/Authorized Signatory with seal
Date:	Name of the Bidder

SECTION - V

FINANCIAL BID

- 1. The Tenderer shall be required to download BOQ sheet from cover-2 of this tender form CPP portal and quote only service charges in figures for the item no 1.01 to 1.04 and 2.01 to 2.04
- 2. Conditional bid shall not be considered and will be rejected outright.
- 3. L-1 Bidder will be decided as per Section VI of the tender document.
- 4. Rate for each item needs to be filled in column (3). Leaving blank for any item is NOT permitted in the financial bid form, in such cases the bid will be treated as non responsive and will be summarily rejected.

BOQ format is given below

Tender Inviting Authority: Secretary, ASRB						
Name of Work	Name of Work: Hiring of Vehicles on monthly and call basis					
Contract No : F	Contract No : F.No 17(1)/2019-GA					
NUMBER# TEXT# NUMBER# TEXT#						

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

S.No.	Item Description	Basic Rate in figures to be entered by the bidder	TOTAL AMOUNT In Words
1	Hiring of Vehicles on monthly Basis: Maruti Suzuki Ciaz		
1.01	Monthly Rate (2400 Km / 300 hrs per month)	To be filled only in softcopy of BOQ xis sheet	INR Zero only
1.02	Charges for extra Kms (over 2400 Km per month) in Rs per Km	To be filled only in softcopy of BOQ xls sheet	INR Zero only
1.03	Charges for extra hours (over and above 300 hours) in Rs per Hour	To be filled only in softcopy of BOQ xls sheet	INR Zero only
1.04	Night Halt Charges in Rs per night	To be filled only in softcopy of BOQ xls sheet	INR Zero only
2	Hiring of Vehicles on call Basis : Sedan		
2.01	Rate per day (80 Kms / 8 hrs per day)	To be filled only in softcopy of BOQ xls sheet	INR Zero only

2.02	Charges for extra Kms (over	To be filled only in softcopy	INR Zero only
	and above 80 Km per day) in	of BOQ xls sheet	
	Rs per Km		
2.03	Charges for extra hours (over	To be filled only in softcopy	INR Zero only
	and above 8 hours per day) in	of BOQ xls sheet	
	Rs per hour		
2.04	Night Halt Charges in Rs per	To be filled only in softcopy	INR Zero only
	night	of BOQ xls sheet	

Note:

- 1. The bill should be prepared on the basis of above figures and the amount will be claimed on the basis of Kilometres covered and period of duty beyond office hours as per clause 6 of Section-V of this tender.
- 2. Number of working days in a week may be increased by the Department anytime and the supplier will have no extra claim for this.
- 3. Above rates are inclusive of all taxes/duties (Except Goods and Service Tax (GST)

SECTION VI EVALUATION FORMULA

The following evaluation formula shall be used to determine the lowest bid.

For Vehicle on Monthly Basis (Maruti Suzuki Ciaz)

S.No.	Particulars(A)	Approx Quantity (B) (Per month)	Total (A x B) Rupees / month
1.	Rate for one vehicle for first 2400 Km & 300 Hrs per month, (P)	04	4P
2.	Rate/Km beyond 2400 Kms (Q)	100	100Q
3.	Rate/hour beyond 300 Hrs (H)	20	20H
4.	Night Charges/night (N)	10	10N
Total I	Evaluated Cost (C1)		Rs (4P + 100Q + 20H +10N)

For Vehicle on Call Basis (Compact Sedan)

S.No.	Particulars(A)	Approx Quantity (B) (Per month)	Total (A x B) Rupees / month
1.	Rate for one vehicle for 80 km and 8 hrs a day (P)	02	2P
2.	Rate/km beyond 80 km (Q)	100	100Q
3.	Rate/hour beyond 8 hrs (H)	20	20H
4.	Night Charges/night (N)	10	10N
Total E	valuated Cost (C2)		Rs (2P + 100Q + 20H +10N)

Total Cost of Bid : C = C1 + C2/2 = Rs	per month.
--	------------

^{*}All responsive & technically qualified bids shall be evaluated based on the total cost of bid as per formula described above. L-1 bidder will be decided as per the lowest total cost of bid calculated as per above evaluation formula.

BID FORM

Dated 25th Oct 2019

To, Secretary, ASRB Krishi Anusandhan Bhawan-I, Pusa Campus, New Delhi-110012

Tender No. - Tender no: F.No. 17(1)/2019-GA dated: 25th Oct 2019.

Sir,

- 1. Having read the terms & conditions of the above-mentioned tender and services to be provided, we undersigned, offer to provide light commercial vehicle in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith in separate sealed cover and made part of this Bid.
- 2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
- 3. If our Bid is accepted, we will obtain the bank guarantees from a Scheduled Bank for a sum as mentioned in this tender document for due performance of the Contract.
- 4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof, in your notification of award shall constitute a binding contract between us.
- 6. Bid submitted by us are properly sealed and prepared so as to prevent any subsequent alteration and/or replacement.
- 7. We understand that you are not bound to accept the lowest or any bid, you may receive.
- 8. Secretary, ASRB reserves the right to cancel the tender without assigning any reason.
- 9. Secretary, ASRB reserves the right to reject any or all tenders without assigning any reasons whatsoever.

· · · · · · · · · · · · · · · · · · ·	Dated _		:		
	Signature of _				
	In capacity of _		,		
	he bid on behaof of_	sign	to	authorized	Duly
	Signature_				

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on or before the date of bid opening)

10,		
Secretary, ASRB	**.	
Krishi Anusandhan Bhawan-I,		
Pusa Campus, New Delhi-110012	2	
Subject - Authorization for attend	ling hid angning an	(date) in the
Tender no: F.No. 17(1)/2019-GA		(date) in the
Tender no: F.No. 17(1)/2019-GA	dated: 25 Oct 2019.	
	•	
Following persons are hereby aut	horized to attend the bid openi	ng for the tender mentioned
above on behalf of	(Bidde	er) in given below
	1 1	
		Name :
	Spec	men signature :
	•	th seal of bidder
	J.B. Latare arra date W	

Note:

- 1 Maximum of one representative will be permitted to attend bid opening.
- 2 Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

DECLARATION

FOR NON-TAMEPRING OF DOWNLOADED TENDER DOCUMENT FROM WEBSITE (https://eprocure.gov.in)

"I(authorized signa	tory) hereby declare that the tender document
submitted has been downloaded from the w	vebsite https://eprocure.gov.in and no addition /
deletion / correction has been made in the	downloaded document. I also declare that I have
enclosed a DD for Rstow	ards the cost of tender document along with the
EMD.	
	Name and Signature of the tenderer (with seal)
Diago	
Place	
Date	

DECLARATION

FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING IN AGRICULTURAL SCIENTISTS RECRUITMENT BOARD, NEW DELHI

1	S/o	R/o	hereby
certify that none of	my relative(s	s) as defined in the tender docum	ent F.No. 17(1)/2019-GA
document. In case at	t any stage, it	arch and Education (DARE), as pe is found that the information given colute right to take any action as dee	n by me is false/incorrect,
intimation to me.			
		Signed	
		Name	
		Position	
		Date	
		;	Seal of the bidder

SPECIMEN AGREEMENT

The agreement is made on thisday of (month)(year)
between the President of India (Herein after called the purchaser) acting through its authorized
officials (respective Secretary, ASRB) and
(Herein after called the contractor whose term includes its successor and
assignees), whose address is
The contractor shall provide commercial vehicles on hire basis for the purchaser for official use on the terms and conditions contained and the rates as mentioned. Now, these present witnesses and it is hereby agreed and declared by and between the parties these present as followings.
and the second s
The transporters shall during the period of contract that is to say from date of execution of agreement to or until this contract is determined by such notice as herein after mentioned will provide commercial vehicle not older than May-2016 Model, on the rate accepted as described as schedule to this agreement. It is agreed by the contractor that number of vehicles required is likely to change and may be demanded according to the exigencies of services by ASRB.

- 1. The contractor shall comply with all the terms and conditions of the Tender No: F.No 17(1)/2019-GA Dated 25th Oct 2019 which are part and parcel of this agreement and forms integral part of this agreement and also the following.
- 2. The authorized officers of ASRB shall place orders for their requirement on the official hire order form and will receive acknowledgement from the contractor for supply of vehicles. It is anticipated that the contractor will supply vehicle to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
- 3. The Contractor will provide vehicles to ASRB not older than May-2016 and registered for the commercial purpose only and duty, taxes, Insurance etc. due for such vehicle shall be liability of the contractor. iv. The Contractor shall submit bills to the ASRB on monthly basis for release of payment for the vehicles supplied to them respectively.
- 4. The Driver or the vehicle shall be provided with the Log Book by the Contractor where date, time, Kms reading are to be filled and signed by the users/ASRB Officials. On the basis of these Log Book, the bill shall be raised to Secretary, ASRB by the contractor.
- 5. Vehicles shall be supplied by the contractor with following rates (inclusive of all taxes & duties except Goods Service Tax (GST). Goods Service Tax (GST) will be paid extra as per

- Govt. rates applicable from time to time. Proof of deposit of Goods Service Tax (GST) to appropriate authority should be submitted, as and when desired by ASRB.
- 6. Duty hours will be calculated on the basis of the difference between reporting time and releasing time on each day as noted on the log book by the user. Distance covered shall be calculated from garage to garage but chargeable distance in this respect shall not be more than 5 km in each way.
- 7. If the Contractor fails to provide the vehicle to the Board and if the service is not found satisfactory enough, ASRB shall have the right to terminate the contract in whole or part for the vehicles under their control.
- 8. In case of change of vehicle by the contractor during the currency of the contract, the proof of ownership in case of own vehicle or in case of leased/ hold vehicles a copy of power of attorney/affidavit should be submitted within 7 (seven) days of such change for the such changed vehicles to the Board.
- 9. In case of any accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would vest with the contractor. The Board shall have no liability whatsoever.
- 10. The Tender document No: F.No. 17(1)/2019-GA Dated 25^{th} Oct 2019 which is annexed to this agreement is an integral part of this agreement.
- 11. For any legal dispute claims that may arise during the currency of the agreement in respect of vehicles provided by contractor, ASRB will not be liable for any loss, damage, etc. suffered / to be suffered by the Contractor or third party, as the case may be, and the contractor shall bear the sole liability arising out of such disputes.
- 12. If for any reason Secretary, ASRB is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hiring period, it will be reported to the Contractor on writing by the Board. The Contractor without raising any dispute on such assessment by the Board regarding the standard of the vehicle provided or quality of service rendered by them, may immediately replace it with another commercial vehicle on receipt of such complaint.
- 13. The Contractor shall also be liable for all fines, penalties and traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period.
- 14. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration appointed by Secretary, ASRB. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.
- 15. The rates fixed under the contract are as follows:

			- 1
S.No.	Item Description	Basic Rate in figures	Basic Rate in words
	Hiring of Vehicles on monthly		

	Basis : Maruti Suzuki Ciaz		
1.01	Monthly Rate (2400 Km / 300	**As per Financial	**As per Financial
	hours per month)	Bid Uploaded by the	Bid Uploaded by the
1.02	Charges for extra Kms (over 2400	Bidder**	Bidder**
	Km per month) in Rs per Km		
1.03	Charges for extra hours (over and		
	above 300 hours month) in Rs per		
	Hour		
1.04	Night Halt Charges in Rs per night	·	
2	Hiring of Vehicles on call Basis:		
	Sedan		
2.01	Rate per day (80 Kms / 8 hours	**As per Financial	**As per Financial
	per day)	Bid Uploaded by the	Bid Uploaded by the
2.02	Charges for extra Kms (over 80 Km	Bidder**	Bidder**
	per day) in Rs per Km		
2.03	Charges for extra hours (over and		
	above 8 hours per day) in Rs per		
	hour		
2.04	Night Halt Charges in Rs per night		

15. All the disputes are subjected to the jurisdiction of the court at New Delhi only.

their respective hands and seals the
(Signature on behalf of ASRB)
Name:
Designation:
Seal:

1.

2.

UNDERTAKING

I/We have read and understood ASRB'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 ASRB.

I/We do hereby also accept ASRB 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 ASRB any changes in 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). The undersigned is fully authorized to sign and submit this application form on behalf of the organization, he/she represent. We authorize ASRB to approach individuals, employees, firms and corporations to verify our competence and general reputation.

		Signature:	
	Name:		
		Designation:	
		Address:	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Place:			
Date:			

TENDER CHECK LIST

S.No.	Documents	Upload status	Page No.
1.	Scanned copy of EMD / Exemption Certificate		
2.	Self attested copy of Registration of firm / company		
3.	Self attested copy of experience / completion certificates		
4.	Self attested copy of PAN of firm / company / individual		
5.	Self attested copy of IT return for last financial year. i.e 2018-19		
6.	Self attested copy of GST registration certificate		
7.	Self attested copy of document showing current insurance of the vehicle		
8.	Self attested copy of Registration certificate of vehicles		
9.	Annexure I		
10.	Annexure II		
11.	Annexure III		
12.	Annexure IV		
13.	**Annexure VI		
14.	Duly Filled Annexure VII		

^{*}Scanned copy of DD has to be uploaded

^{**} Annexure VI should be on a non-judicial stamp paper duly attested by a Notary public.