



**ICAR-Agricultural Technology Application Research Institute,
Zone-1, PAU Campus, Ludhiana-141004
Phone:0161-2401018; Email:Atari.ludhiana@icar.gov.in; Web:atari1.icar.res.in**

F. No.: 4(120)/SP/Tender/2019

Dated: 1st June, 2019

NOTICE INVITING TENDER

For and on behalf of Secretary, ICAR, the Director, ICAR-ATARI, Ludhiana invites online open E-tenders for hiring of vehicle services on rate contract basis at ATARI, Ludhiana for the year 2019-20 through the website www.eprocure.gov.in/eprocure/app under two bid system from registered firms.

1. Tender Document.

1.1 Cost of Tender : Rs. Nil

Tender No	02/2019-20	
Date and Time for Issue/Publishing	1800hrs	01.06.2019
Document Download/Sale Start Date and Time	1800hrs	01.06.2019
Bid Submission Start Date and Time	1800hrs	01.06.2019
Bid Submission End Date and Time	1400hrs	20.06.2019
Date and Time for Opening of Bids	1600hrs	21.06.2019
Address for Communication	Assistant Administrative Officer ICAR - Agricultural Technology Application Research Institute, Zone-I, PAU Campus, Ludhiana -141004 (Punjab)	

Note :

1. The Director, ATARI, Ludhiana may at his discretion, extend this date by a week and such extension shall be binding on Tenderers.
2. If the date of opening of tenders is declared to be a public holiday, the tenders shall be opened on the next working day. However, there will be no change in the time of acceptance/opening as indicated above.
3. ICAR-ATARI reserves the right to accept / reject any or all the tenders in part /full without assigning any reason thereof.
4. The tender form can be downloaded from our website <http://atari1icar.res.in> or GOI portal <https://eprocure.gov.in/eprocure/app>.
5. Please examine thoroughly the Notice Inviting Tender, Instruction to bidders, General Conditions of Contract, Pre-requisite/requirement of the Service Contract, (Annexure I to III) and submit tender (Technical bid Offer/Bid form, Questionnaire, and Schedule of work experience (Annexure V to VIII) and Financial bid (BOQ) along with the necessary documents as required to be attached with the tender.

Bids received on e-tendering portal only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.

Sd/-
Assistant Administrative Officer

Annexure : I

**ICAR – AGRICULTURAL TECHNOLOGY APPLICATION RESEARCH INSTITUTE
PO: PAU, LUDHIANA – 141 004 (PB)**

INSTRUCTIONS TO BIDDERS

1. Earnest Money Deposit (EMD)

- 1.1 All the bidders have to deposit the EMD of Rs. 10,000/- in the shape of bank draft in favour of **ICAR ZC Unit Zone-I**, payable at **Ludhiana** which should reach in the office of Director, ICAR-ATARI, Ludhiana before opening of Bids and scanned copy of the same must also be uploaded on the CPP portal failing which the tender will be rejected straightway.
- 1.2 The EMD of successful bidders will be refunded only after award of contract and receipt of acceptance letter & requisite security deposit while EMD of unsuccessful bidders will be released within 30 days after the award of the contract.
- 1.3 No interest is bearable on the EMD.
- 1.4 No request for transfer of any previous deposited Earnest Money will be entertained.
- 1.5 It is understood that the tender document issued to the bidder is being permitted to submit tender in consideration of the stipulation on his part that after submitting his tender he will not withdraw from his offer or modify the terms & conditions thereof or withdraw before 90 days from the date of opening of tender or after acceptance. Should the tenderer fail to observe and comply with the foregoing stipulation, the aforesaid EMD will be forfeited.
- 1.6 If the contractor does not accept the offer, after issuance of contract award letter within 7 days, the offer shall be withdrawn and Earnest Money forfeited.

2. Preparation of tender

- 2.1 There will be two bid system. The bid should consist Offer bid form (Annexure V), Questionnaire (Annexure VI), Details of experience/service provided during the last 2-3 years (Annexure VII) and Declaration (Annexure VIII). The scanned copies of bids should be uploaded by the bidder in same covers as per CPP Portal format. The scanned bids will be opened in the first instant for scrutiny.
- 2.2 The bidder/tenderer shall have to quote the rates in prescribed format on the CPP Portal.
- 2.3 Each page of the annexures (required to be returned/submitted with the tender) should be intact and duly signed by the authorized signatory & stamped.
- 2.4 In the event of space on the schedule form being insufficient for the required purpose, additional pages may be added. But each such additional page must be numbered consecutively, bear the Tender number and signed each page by authorized signatory. In such case, reference to the additional pages must be made in the tender form.
- 2.5 If any modification of the schedule is considered necessary, you should communicate the same by mean of a separate letter sent/upload with the tender.
- 2.6 No addition and alteration shall be made in the tender form. In case of any over

writing in the tender form, these should be neatly initialed with date before signing and submitting tender.

- 27 **The Price bid quoted in BOQ must include price of all items of goods/liabilities on part of bidders for all jobs. Any hidden charges, if found later at any stage, in any form would lead to cancellation of bid/contract.**
- 28 Since bidder has to meet various committed liabilities to government such as taxes etc., so zero or unviable service charges should not be entered. Bids will be rejected if done so.
- 29 **The rates quoted in BOQ & Financial bid must be congruent with each other, if different rates are indicated in BOQ & Financial bid, the bid may be rejected.**

3. Signing of Tender

- 31 Front/each page of the tender shall be signed by the bidder/firm/agency or a person duly authorized to bind the firm/bidder to the contract with stamp of the firm/agency.
- 32 Individual signing the tender or other documents connected with the contract must specify whether he signs as:
- i) A sole proprietor of the firm or constituted attorney of such sole proprietor.
 - ii) A partner of the firm if it be a partnership, in this case he must have authority to refer the arbitration dispute concerning the business of the partners admitting execution of the partnership agreement or a power of attorney.
 - iii) Constituted attorney of the firm if it is a company.
- 33 The tender is liable to be ignored if complete information is not given therein or if the particulars in the schedule to the tender not fully filled in. Specific attention must be paid to the General Conditions of the Contract as the contract entered into would be governed by them.

N.B:

1. In case of a copy of the partnership agreement or general power of attorney, in either case attested by Notary should be furnished unless or affidavit on stamp paper of all the partners admitting execution of the partnership agreement of the general power of attorney should be furnished.
2. In the case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender form and all the other related documents must be signed by every partner of the firm.
3. A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to **warranty** that he has authority to bind with other and if, on enquiry it appears that the person so signing has no authority to do so, the ATARI may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.

4. Delivery of tender:

Tenders should be submitted/uploaded by the bidder in same covers as per CPP portal format and **also send hard copy only of EMD and tender cost by Regd./Speed post addressed to Director, ICAR-ATARI, Ludhiana** or should be put in the Tender Box kept in the office in person not later than the due date and time to authenticate the genuineness of documents uploaded. If the scheduled date is declared as holiday, the delivery of tender & opening will be on next working day at the same time. **Hard copy of financial bid & BOQ should not be sent to the office** in any case until & unless asked to do so. It is the sole responsibility of bidder to ensure that all its documents are uploaded correctly as per procedure of CPP portal hence; bidders are suggested to recheck all the documents that are uploaded carefully. In case of any technical problem related to uploading documents decision of Competent Authority in accordance with rules of CPPP shall be final.

5. Validity of tender

Intending agencies/firms should note that their offers should remain open for acceptance for 90 days from the date of opening of tender. If the contractors are unable to keep their offers open for the specified period, they should specifically be stated in the tender form, the period up to which they want their tenders to remain open for acceptance. In the absence of such specifications in the tender, it will be presumed that their offers will remain open for acceptance for the period as specified in the schedule.

NB: Tenders with vague and indefinite expressions such as “subject to immediate acceptance” will not be considered.

6. Rates:

The bidder should quote his rates in respective columns provided as per BoQ uploaded with the tender (BOQ). No request for alternation in the rates once quoted will be entertained within the period of contract in any case.

7. Right of Acceptance:

This office does not pledge itself to accept the lowest tender and reserves the right of accepting/rejecting the whole or any part of the tender.

Annexure : II

**ICAR – AGRICULTURAL TECHNOLOGY APPLICATION RESEARCH INSTITUTE
PO: PAU, LUDHIANA – 141 004 (PB)**

GENERAL CONDITIONS OF CONTRACT

1. Definitions

In this contract, the following terms shall be interpreted as indicated:

“ATARI” means AGRICULTURAL TECHNOLOGY APPLICATION RESEARCH INSTITUTE, Ludhiana.

“Contractor/Tenderer/Service Provider” means the Contractor, a firm/agency, who intends to provide manpower on contract basis to ATARI.

“Contract” means a legal agreement entered into between the ATARI and the Service Provider as recorded in the agreement signed by the parties, including all attachments thereto and all documents incorporated by reference therein.

“Contract Price” means the price payable to the Service Provider under a contract for the full and proper performance of its contractual obligations.

“Service” means all the transport service (taxi) which the Service Provider is required to provide to the ATARI in terms of a contract.

2. Application

These General Conditions of Contract (as contained in this section) shall apply to the extent they are not superseded by provisions in other parts of the contract.

2.1 In case the tenderer wants to furnish in a separate covering letter any additional information/particulars or quote conditions (e.g. those relating to allowance, discount, rebate, etc.) which cannot be accommodated in the tender form an indication to that effect should be given in the tender form by means of a note. In the absence of such indication to that effect should be given in the tender form the contents of the covering letter will be ignored in consideration of tender.

2.2 Tenderers must give specific answers of the following question. Tenders containing equivocal or evasive will be ignored.

- i) Whether services offered conform to particulars quoted in the schedule (Annexure IV), if not, details of deviations must be state here.

3. Conditions of Contract:

As contained in General Conditions of Contract, schedules and annexure to the tender are attached herewith.

Terms & conditions of the tendering firms/agencies not appearing in the body of the tender will not be considered as forming part of their tender. Tendering firms should quote on the basis of the conditions referred to the Invitation to Tender and Instructions to Firms/Agency. In case any term & conditions of contract applicable to this Invitation to tender are not acceptable to the tendering firms, they should specifically state deviation there from in the body of their tender.

4. Performance Security Deposit

4.1 The successful firm/agency will have to submit acceptance letter on receipt of job contract letter and deposit a performance security amount of Rs.20,000/- within seven days in the office of the ATARI valid up to two months after the date of completion of all contractual obligations. In the event of non-deposition of the same, it will be presumed that the contractor is not interested to undertake the job contract, as such, the Earnest Money will be forfeited.

4.2 No interest will be paid for security deposit. The security deposit amount will be refunded after completion of contractual period satisfactorily.

5. Termination of Contract

The ATARI, without prejudice to any other remedy for breach of contract, may be written notice of default sent to the Service provider, terminate the contract in whole or in part, if the Service Provider fails to provide the services or fails to perform any other contractual obligation(s) within the time period specified in the contract given by ATARI.

Director of this Institute 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, not mandatory to be communicated to the tenderer.

6. Risk Clause:

ICAR-ATARI reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by rising a separate claim.

7. Performance of Evaluation

7.1 The Successful contractor will have to enter into a detailed contract agreement deed with ATARI on Non-Judicial Stamp Paper of appropriate value before commencement of contract. The quality assurance of the contractor should be ensured regularly (Daily, Weekly, Fortnightly or monthly depending upon the discretion of the Department.

7.2 The Contractor shall not at any stage cause or permit any nuisance at the premises of ATARI Ludhiana or do anything which may cause unnecessary disturbance or inconvenience to ATARI, staff on duty.

8. Resolution of disputes

- 8.1 If any dispute or difference of any kind shall arise between the ATARI and the Contractor/Service Provider in connection with or arising out of the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 8.2 If after 30 days, the parties failed to resolve their dispute or difference by such mutual consultation, then either the ATARI or Contractor/Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 8.3 All question disputes or differences under in connection with the contract, if concluded shall be subject to the exclusive jurisdiction of the court within the local limits of whose jurisdiction the place from which the acceptance of Tender is issued, is situated.

Annexure : III

**ICAR – AGRICULTURAL TECHNOLOGY APPLICATION RESEARCH INSTITUTE
PO: PAU, LUDHIANA – 141 004 (PB)**

PRE-REQUISITE/REQUIREMENT OF THE SERVICE CONTRACT

1. Tender must be from reputed registered Contractors/Service Providers having **two-three** years' experience and expertise of work in Government/PSU/Private organizations.
2. The Agency/Contractor should have valid PAN /GST number etc. on the date of opening of tender.
3. Tender should be submitted only on CPP portal <https://eprocure.gov.in/eprocure/app> after downloading through GOI CPP Portal or from our website <http://atari1icar.res.in>. However, documents of cost of Tender and EMD duly filled in a sealed envelope may be sent in the name of Director, ICAR-ATARI, Ludhiana or put in the tender box kept in the Purchase Office and ensure that the same is received in the office within stipulated time. Required documents received after the due date and time will not be accepted and returned in original.
4. EMD in a sealed envelope and put in the tender box kept in Purchase & Store at ATARI, Ludhiana on the given date and time or to be sent through Registered Post etc. in the name of **Director, ATARI, Ludhiana** and ensure that the same is received in the office within stipulated time. EMD received after the due time and date will not be accepted and returned in original. This office will not responsible for any postal delay.
5. Tender shall be opened at <https://eprocure.gov.in/eprocure/app> on the given date and time by the authorized digital signature only in the presence of tenderers or their representatives, if any.
6. Conditional and tenders without earnest money will liable to be rejected.
7. The Director, ATARI, Ludhiana does not bind himself to accept the lowest tender and reserve the right to accept or to reject any of all the tenders received without assigning any reason.
8. In case, the successful firm/agency fails to arrange to provide security services within the stipulated time/period, the EMD shall be forfeited and no correspondence in this regard will be entertained.
9. The firm/agency is required to submit the photocopies duly signed & stamped of the following documents with the tender (Technical bids) so as to consider the eligibility of the contractor failing which tender will be liable to be rejected:
 - PAN/GST registration certificate issued by concerned department.
 - A list of work orders awarded in favour of the firm/contractor by the different Government/PSU/Private organization during the last three years.
 - Certified copies of the satisfactory services provided by the Agency.
 - Declaration/ certificate, that the firm is not banned/ blacklisted by any Government / Private Organization.
10. ***The firm/Contractor must enclose the performance /experience certificate from the Department /office concerned for rendering of Taxi services for the last three years.***
11. The Institute will evaluate and compare the bids which will be substantially responsive i.e. properly prepared, signed and meet the required terms & conditions, etc. The contract will be awarded to the contractor whose tender will be determined to be responsive, offering the best/lowest evaluated price.

**ICAR – AGRICULTURAL TECHNOLOGY APPLICATION RESEARCH INSTITUTE
PO: PAU, LUDHIANA – 141 004 (PB)**

TERMS & CONDITIONS FOR VEHICLE HIRING RATE CONTRACT

Terms & Condition of the Annual Rate Contract will be as follows:

1. Vehicles provided should strictly be **commercially registered** in the name of service provider firm only and it should be in good condition & registered in 2015 or later and possessing all documents like Registration certificate, valid insurance policy, up-to-date pollution Under Certificate etc. in original etc. The Bill submitted by the firm must contain registration number of the taxi provided.
2. The contract will be initially for one year and it can be extended further if the services are found to be satisfactory. The rates quoted would remain fixed during the period of contract.
3. The Bidder should deposit EMD of Rs.10,000/- through DD/banker's cheque in favour of ICAR Unit-ZC Unit Zone-I, Ludhiana
4. The driver should have valid driving license, sufficient experience and fully conversant with the routes in Ludhiana and outstation. The driver of the vehicle provided must follow traffic rules and other regulations prescribed by the Government. The driver should wear proper uniform and be provided with Mobile phone by the service provider firm.
5. In case of breakdown of the vehicle, the firm should be able to provide another vehicle immediately and no expenses towards breakdown shall be borne by this Institute.
6. The Owner/Manager of the firm should be available on his direct telephone/mobile (office as well as residence). The firm should be able to provide the vehicles at odd hours and holidays, if required.
7. A logbook should be maintained, with the vehicle provided mentioning therein entries showing kilometer, end kilometer, distance covered, time consumed for journey, places visited etc. for each occasion of journey duly verified by the officer/staff travelling in the vehicle.
8. Cost of fuel, maintenance of the vehicles, mobile phone charges, salary of the driver etc. shall be borne by the firm and no charges will be borne by this Institute.
9. If any duty is not attended to, an amount of Rs.500/- per duty will be deducted from the bill as a penalty.
10. No advance payment shall be made; payment will be made within 15 days on receipt of pre-receipted bills (in duplicate).

11. In case of any accident or any contingency, any claim arising out of it will be borne by the driver/firm only and no claim whatsoever shall be borne by this Directorate. In case of any unforeseen casualty, expenses shall be borne by the firm.
12. Toll tax, entry tax for crossing border, if any or parking charges will be borne by the office and will be reimbursed on production of original bills/receipts along with bill.
13. Director, ICAR-ATARI, Zone-I, PAU Campus, Ludhiana reserves the right to cancel the contract at any time without assigning any reason.
14. In case of any dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the Director, ATARI. The decision of the sole arbitrator shall be final and binding on both the parties.

To be returned with technical bid

TECHNICAL BID

Annexure: V

**ICAR – AGRICULTURAL TECHNOLOGY APPLICATION RESEARCH INSTITUTE PO: PAU,
LUDHIANA – 141 004 (PB)**

OFFER/BID FORM

From:

Dated _____

Shri/M/s _____

Address: _____

Ph.No. _____ FAX No. _____ Mob. No. _____

To

The Director,
ICAR-AGRICULTURAL TECHNOLOGY APPLICATION RESEARCH
INSTITUTE, PO: PAU, Ludhiana – 141 004 (PB).

Ref: Your tender document No. _____ dated _____

Dear Sir,

Having been examined the above mentioned tender document, the receipt of which is hereby duly acknowledged, I/We, the undersigned, offer to provide Taxi Services in conformity with the said tender documents and agree to hold this offer up to _____ on _____ the rate/sum submitted in the BoQ, attached herewith and made part of tender this document. I/We shall be bound by a communication of acceptance dispatched within the prescribed time.

I/We, hereby undertake, if our offer is accepted, I/We shall provide Taxi services in accordance with the Service Schedule specified in the Schedule of Requirement of Service Contract after fulfilling all the applicable requirements incorporated in the above referred documents.

The following pages have been added to and form part of this tender:

1. _____
2. _____
3. _____

Yours faithfully

Signature of tenderer
with seal

TECHNICAL BID

**ICAR – AGRICULTURAL TECHNOLOGY APPLICATION RESEARCH INSTITUTE PO: PAU,
LUDHIANA – 141 004 (PB)**

QUESTIONNAIRE

CONTRACTORS SHOULD FURNISH SPECIFIC INFORMATION TO ALL THE POINTS GIVEN BELOW AND ALSO ENCLOSE THE SUPPORTING DOCUMENTS. IN CASE A QUESTION DOES NOT APPLY TO A CONTRACTOR, THE SAME SHOULD BE ANSWERED WITH THE REMARK “NOT APPLICABLE”. CONTRACTORS MAY PLEASE NOTE THAT IF THE ANSWERS SO FURNISHED ARE NOT CLEAR AND/OR EVASIVE, THE OFFER WILL BE LIBLE TO BE IGNORED.

1.	Tender Serial No./F.No. & Date	
2.	Name & address of Agency/bidder/ Contractor with contact/fax No.	
3.	Registration No. of the Firm/Agency (Attach proof)	
4.	What is your PAN No.(Attach attested copy)	
5.	ITR of last three years (Attach Copies)	
6.	What is your GST No.(Attach attested copy)	
7.	Details & Amount of EMD enclosed	Amount Rs. _____ D.D. No. _____ Dt. _____
8.	List of documents submitted with the tender	1. 2. 3. 4.
9.	State whether any business dealings with you have been currently banned by any Central/State Govt.?	

Signature of Witness
Name & address of the witness

Signature of Authorized
person of Contractor for and on
behalf of bidder/firm

TECHNICAL BID

ICAR – AGRICULTURAL TECHNOLOGY APPLICATION RESEARCH INSTITUTE PO: PAU, LUDHIANA – 141 004 (PB)

DETAILS OF EXPERIENCE/SERVICE PROVIDED DURING THE LAST TWO-THREE YEARS

S. No.	Name of the Deptt./Organization with phone Nos.	Period	Enclose performance certificate issued, if any by the Deptt.
1			
2			
3			
4			
5			

Signature of the contractor with seal

DECLARATION

Annexure: VIII

**ICAR – AGRICULTURAL TECHNOLOGY APPLICATION RESEARCH INSTITUTE
PO: PAU, LUDHIANA – 141 004 (PB)**

DECLARATION TO BE SUBMITTED BY BIDDER/TENDERER WITH THE TECHNICAL BID

1. I/We agree to keep the offer of this tender valid up to 90 days from the date of receipt of the tender and not to modify the whole or any part of it for any reason within the above period. If I/we withdraw the tender, EMD will be forfeited to Director, ATARI, Ludhiana.
2. I/We hereby distinctly and expressly declare and acknowledge that before the submission of tender, we have made such examination of the tender documents and such investigation of the work required to be done, as to enable us to thoroughly understand convenient, agreements, stipulations and restriction contained in the contracts and agree that we will not hereafter make any claims or demand to Director, ATARI, Ludhiana based upon arising out of any alleged misunderstanding or misconception or mistake on our part of the said requirement.
3. I/We shall not assign or sub-contract any portion of the contract to anyone else.
4. If our tender is not accepted, the EMD shall be returned to us on our application. If our tender is accepted, the earnest money shall be retained by Director, ICAR- ATARI, Ludhiana up to the submission of acceptance of contract award letter and **Performance Security for RS.20,000/-**.
5. If upon written intimation to us by the Director, ICAR-ATARI, Ludhiana, we fail to attend the said office on the date fixed therein or we fail to deposit security deposit entered into the required agreement as defined in the terms & conditions in tender documents, then we agree to the forfeiture of the earnest money. Any notice required to be served on us hereunder shall be sufficiently if delivered to us personally or forwarded by post or left at our address given herein, such notice shall be deemed to have been served.
6. I/We agreed to identify and keep indemnified the first party from any claims, loss or damages that may be caused to the first party on account of my/ our failure to comply with their obligations.
7. I/We have fully understood that the written agreement to be entered between us and ATARI shall be the foundation of the rights of both the parties and the contract shall not be deemed to be completed until the agreement has first been signed by us and then by the officer authorized to enter into contract on behalf of ATARI.

Dated: _____

Signature of Contractor & Seal Address:
Contact No. _____

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

- a) Scanned copy of Earnest Money Deposit (EMD) (.pdf)
- b) Scanned copy of PAN Card, VAT/ GST Number/TIN. (.pdf)
- c) Scanned copy of Income Tax Statement for the last three years. (.pdf)
- d) Price Bid as BoQ_XXXX.xls.