

# REGIONAL RAINFED LOWLAND RICE RESEARCH STATION ICAR-NATIONAL RICE RESEARCH INSTITUTE (INDIAN COUNCIL OF AGRICULTURAL RESEARCH) GERUA, HAJO – 781 102, KAMRUP, ASSAM



Dated: 09.09.2020

F. No. 26-09/Vehicle Tender/RRLRRS/2020-21/

# TENDER CALL NOTICE

## OPEN TENDER NO. 02/Vehicle/RRLRRS/2020

# Last date 21.09.2020 (3.00 P.M.)

The Officer In-Charge, RRLRRS, ICAR- National Rice Research Station (NRRI), Gerua, Hajo invites sealed tenders/quotations from registered Contractors / Firms / Agencies / PSUs etc. for the following job contract basis for a period of one year.

Item No.	Description	EMD	Cost of Tender
			Paper
01.	Tender Schedule of Vehicle on Hiring basis for		
	RRLRRS, Gerua, Hajo Assam.	Rs.20,000/-	Rs. 2000/-
			(Non-refundable)

For more details visit our Website http://icar-nrri.in

Assistant Administrative Officer RRLRRS, Gerua, Assam



# REGIONAL RAINFED LOWLAND RICE RESEARCH STATION ICAR - NATIONAL RICE RESEARCH INSTITUTE GERUA, HAJO-781102, District Kamrup (ASSAM) Department of Agricultural Research and Education (DARE),



Phone(PABX): 0361-2367768/FAX: (0361)2820370 E-mail: oicrrlrrsgerua@rediffmail.com

#### **TENDER NOTICE**

F. No. 26-09/vehicle	Tender/RRLRRS/2020-21	Dated	

#### **Sub: Tender for hiring of vehicle on Annual Rate Contract**

- 1. The Officer-In-charge, RRLRRS, ICAR-National Rice Research Institute (NRRI), Gerua, Hajo invites TENDER IN TWO BID SYSTEM from reputed firms with adequate experience and financial capability for HIRING OF VEHICLE (preferably Bolero/Scorpio/Innova or any similar types of vehicle with Air Conditioning facility) on Annual Rate Contract.
- 2. Interested firms may be downloaded the tender form/bid documents from <a href="http://icar-nrri.in">http://icar-nrri.in</a> or collect from Assistant Administrative Officer, RRLRRS, ICAR-NRRI, Gerua during officer hour from 10:00 AM to 4:00 PM by depositing a Tender fee of Rs. 2000/-(Rupees Two Thousand) only in the form of Demand Draft in favour of Officer-In-Charge, RRLRRS, Gerua payable at State Bank of India, Hajo Branch (code 15304) (IFSC Code No.SBIN0015304), Hajo, Kamrup-781102, Assam.
- 3. Eligible firms may submit tenders/bids from 10.09.2020 to 21.09.2020 up to 3.00 PM. Tenderers are required to submit all other documents to the Officer-In-charge, RRLRRS, ICAR-NRRI, Gerua, Hajo-781102, Kamrup, Assam before tender closing date.
- 4. Any Corrigendum about extension of date in respect of above tender shall be issued on our website <a href="http://icar-nrri.in">http://icar-nrri.in</a> and website <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated.
- 5. The Officer-In-charge, RRLRRS, ICAR-NRRI, Gerua may at his/her discretion, extend this date by a fortnight and such extension shall be binding on Tenderness.
- 6. The Officer-In-charge, RRLRRS, ICAR-NRRI, Gerua reserves the right to accept or reject any or all the quotations either in full or in parts without assigning any reason.
- 7. The rates quoted shall be valid for a period of one year from the last date fixed for submission of bid.

#### 8. CRITICAL DATA SHEET (SECTION)

Tender Number	Vehicle/ RRLRRS/2017-18
Description of work	<b>Tender for "</b> Hiring of Vehicle on" to be use in official tour programme within Assam and other states of North East.
Type of Tender	Two Bid system
Bid submission Start Date and Time	<b>10.09.2020</b> , 3.00 p.m. to onward
Bid submission End Date and Time	<b>21.09.2020</b> up to 3.00 p.m
Date and time of opening Tenders	<b>21.09.2020</b> at 3.30 p.m.
Financial Bid to be opened	As will be reflected in the Technical Evaluation Report
Bid Validity	180 days from the date of Technical Bid opening.
EMD	Rs. 20,000/- (Rupees Twenty Thousand only) in the form of Demand Draft in favour of Officer-In-Charge, RRLRRS, Gerua payable at State Bank of India, Hajo Branch (code 15304) (IFSC Code No.SBIN0015304), Hajo, Kamrup-781102, Assam.
EMD Validity	90 days from the date of Technical bid opening. This EMD should be submitted in Sealed envelope super-scribed as EMD for <b>providing vehicle on hiring basis</b> .
Security Deposit	8% of the total contract value (Annually) in form of Bank Draft
Submission of Bids	The tender must be submitted along with EMD before closing date and time.
Details of tender	Tender Notice in also available on ICAR-NRRI website (https://icar-nrri.in/tender/)

1. Scope of proposed work and other requirements connected to the contract, including formats of the bids, terms and conditions of the contract etc., are enclosed to this Tender Invitation, as per the following details:

	3	
3.1	Letter of Invitation	ANNEXURE –I
3.2	Terms and conditions	ANNEXURE- II
3.3	Instructions to Bidders	ANNEXURE-III
3.4	Details of Farms/Agency for technical bid.	ANNEXURE-IV
3.5	Check list for Technical Bid Evaluation	ANNEXURE-V
3.6	Certificate to be given as part of Technical Bid	ANNEXURE-VI
3.7	Financial Bid (BOQ)	ANNEXURE-VII
3.8	Draft Agreement	ANNEXURE-VIII

2. The entire tender document including all Annexures from I to V and all other requisite documents called for in the tender will be a part of the Technical Bid and Annexure –VI will be the Financial Bid. Both bids of the tender (Technical and Financial) along with original EMD must be submitted to **Officer-In-charge, RRLRRS, ICAR-NRRI, Gerua-781102** before the last date of submission of Tender.

Yours faithfully,



# REGIONAL RAINFED LOWLAND RICE RESEARCH STATION ICAR - NATIONAL RICE RESEARCH INSTITUTE GERUA, HAJO-781102, District Kamrup (ASSAM) Department of Agricultural Research and Education (DARE),



Phone(PABX): 0361-2367768/FAX: (0361)2820370 E-mail: <u>oicrrlrrsgerua@rediffmail.com</u>

Note: All communications must be addressed to 'The Officer-In-charge', RRLRRS, Gerua.

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE JOB WORK CONTRACT FOR "HIRING OF VEHICLE".

### **LETTER OF INVITATION**

	ELITER OF INVITATION
From:	The Officer-In-charge RRLRRS, ICAR-NRRI, Gerua, Hajo-781102.
То	
Dear T	enderer/Sir (s),
Bids a	are hereby invited on behalf of the Director, ICAR-NRRI, Cuttack-753 006

Bids are hereby invited on behalf of the Director, ICAR-NRRI, Cuttack-753 006, Odisha for "HIRING OF VEHICLE" preferably MAHINDRA BULERO/ SCORPIO/ TOYOTA INNOVA any similar types of vehicle with Air Conditioning facility on Annual Rate Contract. The terms and conditions of the contract are detailed in the tender document. Please submit your offer if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached Annexures. Please <a href="submit your financial bids and allother documents">submit your financial bids and allother documents address to the Officer-In-charge, RRLRRS, ICAR-NRRI, Gerua, Hajo-781102, District-Kamrup, Assam on or before tender closing date.

- 1.) An earnest money of **Rs. 20,000/- (Rupees Twenty Thousand only)** must be deposited in the form of demand draft in favour of Officer-In-Charge, RRLRRS, Gerua payable at State Bank of India, Hajo Branch (code 15304) (IFSC Code No.SBIN0015304), Hajo, Kamrup-781102, Assam. The particulars of the earnest money deposited must also be super-scribed on the top of the envelope by indicating the draft number and date, falling which the tenders will not be opened. The tenders will not be considered if earnest money is not deposited with the tenders. The EMD shall be refunded to unsuccessful firm without paying any interest by the RRLRRS, ICAR-NRRI, Gerua.
- 2) The firm, after submitting tender, will not be permitted to withdraw their offer or modify the terms and conditions thereof. If the firm fails to observe and comply with the

foregoing stipulation, EMD will be forfeited. In the event of the offer made by the firm not being accepted, the amount of EMD will be refunded, in the manner prescribed by the RRLRRS, ICAR-NRRI, Gerua.

- Officer-In-charge, RRLRRS, Gerua reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the RRLRRS, Gerua Station for any justifiable reasons, not mandatory to be communicated to the Tenderer. His decision will be final for any aspect of the contract and binding on parties. Disputes arising, if any, on the contract will be settled at his level and will not be referred to arbitration.
- 4) Acceptance of the offer will be communicated by email/fax/letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the email/fax/letter should be acted upon immediately.
- 5) Essential documents required for technical evaluation of bids are detailed in **ANNEXURE IV.**

Yours faithfully,

**Assistant Administrative Officer** RRLRRS, Gerua

#### **Terms and Conditions:**

- 1. The Vehicle should be in smooth running conditions without any complaints, defects and invalid documents.
- 2. The bidder should own or have on lease sufficient number of vehicles not less than **TWO** and not older than **ONE year Model**. The full details of the vehicles preferably MAHINDRA BULERO/SCORPIO/TOYOTA INNOVA and a clear declaration that the tenderer will be able to supply vehicles of model not older than **1** (year) shall be provided. An undertaking in this regard to be submitted along with the Technical Bid for submission of lease document as above before award of work.
- 3. The Agency/owner of the vehicle must possess all relevant documents like Registration Certificate, Valid Insurance documents, Taxi permits, pollution certificate for NE states i.e. Assam, Arunachal, Meghalaya and other related papers as issued by the RTO/DTO (copies to be submitted).
- 4. The vehicle must possess permit for plying/running in three state of NE Region for commercial use.
- 5. The running slab of the vehicle will be 1000 & 2000 KM per month.
- 6. The period of contract shall be initially valid for a period of one year from the date of issue of letter of awarding the contract. The contract may be terminated at any time without assigning any reason, if the work of the firm is not found satisfactory. The decision of the office shall be final and binding on the firm.
- 7. The Technical bid will be opened in the presence of authorized representative of the agency on 21.09.2020 at 3.30 PM, if they wish to be present on the due date.
- 8. Availability of vehicle and driver should be round the clock.
- 9. The firm/Contractor in whose favour the contract is finalized has to sign an **Agreement Deed for the contract for hiring of vehicle on non-judicial stamp paper of Rs.** 100/-.
- 10. The vehicle will have to be kept at the disposal of Incharge Vehicle / Officer In-Charge, RRLRRS, Gerua, Assam.
- 11. The duty point shall be RRLRRS, Gerua or any other place intimated by this office, as the case may be.
- 12. The kilometer/mileage shall be counted from this station or any other pick-up drop or location specified by the office only and for this purpose, the driver deputed shall get the meter reading verified from the officer-in-charge, RRLRRS, Gerua, Assam 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 vehicle. The dead mileage from garage will not be counted for daily mileage. A log book for the purpose should be maintained by the deputed driver of the vehicle.
- 13. Accuracy of meters will be checked periodically by any authorized officer of RRLRRS, Gerua and reserves the right to get the meter calibrated or checked at any time at his sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by the Officer-In-Charge, RRLRRS, Gerua which may even lead to termination of contract.
- 14. The tampering of meter reading, vehicle usage timings, overwriting of summary/log sheet and misbehavior of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
- 15. Service provider shall not engage any person as driver below 18 years of age.

- 16. The engaged driver should have valid driving license, life insurance, mobile phone connectivity and should be of good character to deal/discharge the assigned duty promptly.
- 17. Agency should pay the wage to driver the rate following **latest minimum rate of wages (skilled) and VDA notified by the Chief Labour Commissioner (Central) time to time**. Payment should be made to the workers engaged by taking with account of minimum rate of wages prescribed by the Chief labour Commission (Central) from time to time in the bank account of the workers engaged within 5<sup>th</sup> of every month irrespective of payment made to the agency by the RRLRRS, Gerua or not. It is mandatory to pay the monthly wages in the workers bank account only within 5<sup>th</sup> of every month without fail.
- 18. The firm shall be responsible for payment of wages, EPF and ESI and liability under Employees Compensation Act etc. directly to all the workers account maintained by EPFO & ESI as per prevailing Acts/orders of Govt. of India. If any dispute arises between the firm and its manpower in the matter of wages or any service conditions the same will be settled amongst the agency and the workers engaged by it themselves. The RRLRRS, GERUA in no case shall be a party to such dispute.
- 19. This station will not be responsible for any kind of fooding and lodging arrangements for the driver engaged by the agency even in cases of out station and halts.
- 20. This station shall not be responsible for any challan, loss, damage or any accident of the vehicle or to any other vehicles or for the injury to the driver or to any other third party. The loss or damage or legal expenses on this account shall be borne by the agency.
- 21. No direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to RRLRRS have to be suitably compensated by Service Provider.
- 22. The toll tax/parking charges shall be paid extra on production of receipts.
- 23. Maintenance/repair of vehicle will rest with the agency.
- 24. The agency should abide by the rules laid down by any authority relevant to the deployment of vehicles.
- 25. The Firm/Agency should quote the rate in figures in the Financial Bid provided, failing which the bid shall be rejected (in a separate envelop marking Financial bid).
- 26. If the agency failed to provide required vehicle after receiving the message for the same, the vehicle so required will be arranged at the cost of the agency.
- 27. The agency shall provide name and address of the drivers and police verification report along with driving license number of the driver and copies thereof while submitting acceptance of offer.
- 28. In case of any breakdown of the vehicle on duty, the agency shall make arrangement for providing another vehicle immediately.
- 29. In case of non-availability of vehicles for any particular day penalty of Rs.1000/- per day shall be imposed in addition to deduction of hire charges on pro-rata basis for the period.
- 30. In case of hiring of vehicle on monthly rental basis without fuel and driver, this station will bear the expenditure for tyre/tube puncture repairs only. All the repairs, replacement of spare parts, servicing, payment of token tax, fitness fees, insurance charges for the vehicle will be borne by the owner/Agency concerned.
- 31. Bill in triplicate duly pre-receipted along with the Xerox copies of the logbook may be raised on every last day of the month after completing all codal formalities for payment. Payment will be made within 15 days from the date of submission of the claim.

- 32. 8% Security Money of the total contract value shall be deposited by the successful bidder in favour of Officer-In-Charge, RRLRRS, Gerua payable at State Bank of India, Hajo Branch (code 15304) (IFSC Code No.SBIN0015304), Hajo, Kamrup-781102, Assam.
- 33. Officer-In-Charge, RRLRRS, ICAR-National Rice Research Institute, Gerua, Hajo-781102 reserves all rights to accept or reject any or all the tenders without assigning any reasons thereof.

**Assistant Administrative Officer** RRLRRS, Gerua

#### **INSTRUCTIONS TO BIDDERS**

- 1. The tender is in two parts i.e. (1) Technical Bid and (2) Financial Bid. The complete set of Technical Bid must be submitted to the **Officer-In-charge, RRLRRS, ICAR-NRRI, Gerua, Hajo 781102**.
- 2. The two separate bids shall contain information as under:
  - a) Technical Bid: This shall contain the entire tender document, except **Annexure-VI**, which relates to the Financial Bid, with each page signed with the Rubber Stamp of the Bidder. This will also enclose the copy of Earnest Money Deposit (EMD) amounting to Rs. 20,000/- (Rupees Twenty Thousand only). Demand Draft should be drawn in favour of Officer-In-Charge, RRLRRS, Gerua payable at State Bank of India, Hajo Branch (code 15304) (IFSC Code No.SBIN0015304), Hajo, Kamrup-781102, Assam. All other required supportive documents towards eligibility and experience criteria as mentioned in **Annexure IV** shall be submitted. No price shall be mentioned in this document anywhere. If price is mentioned in the technical bid, the offer is liable to be rejected.
  - b) **Financial Bid**: This shall contain the schedule of rates duly filled and signed in the prescribed formats i.e. **Annexure VI.**
- 3. No conditional bid will be accepted. The EMD will be refunded to the unsuccessful bidders as soon as practicable after a decision has been taken on the Tender and to the successful bidders after furnishing the required security deposit for the contract.
- **4.** The tender must be in the prescribed formats only and shall be accompanied with all other necessary documents. The consolidated monthly amount to be charged has to be indicated in Indian Rupees both in words and figures (in the prescribed proforma of Financial Bid) and there shall be no correction or overtyping etc. The offers with any corrections/deviation in prices wither in words/figures shall be summarily ignored. The conditional offer (s) shall, in no case, be accepted.
- **5.** The work shall be awarded to a single firm whose consolidated bid value is lowest meeting all scopes of work and fulfilling all the terms and conditions of the tender, with specific reference to the essential condition relating to the availability of requisites infrastructure/facilities and experience of similar nature.
- **6.** The financial bid will be opened only for those bidders who will be technically qualified in the technical bid. The past performance of the bidders with user Departments will be important criterion in evaluating the technical bid. The Officer In-Charge, RRLRRS, Gerua, Assam reserves the right to reject all or any of the quotations, and decision of the Officer In-Charge, RRLRRS, Gerua in the matter shall be final and binding.
- 7. The successful bidder shall have to deposit 8% of the total bid amount (calculated annually) as performance security and within the time frame indicated by the NRRI.
- 8. The tendering firm has to carefully assess the scope of work. For any clarification (s) as to the tender/scope of work or inspection of the premises, the prospective bidders may contact **Assistant Administrative Officer, RRLRRS, Gerua** with prior appointment on Phone No. **0361-2820334** on any working day between 10.00 A.M to 4.00 P.M.

- **9.** No interest on Security Deposit and earnest money deposit shall be paid by the NRRI-RRLRRS, Gerua to the tenderer.
- 10. The firm is being permitted to give tenders in consideration of the stipulations on the his part that after submitting his tenders, he will not rescind from his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation the EMD will be forfeited by the Officer In-Charge, RRLRRS, Gerua, Assam. 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, in the manner prescribed by the Officer In-Charge, Gerua, Assam.
- 11. The performance security shall be valid till all contractual obligations are fulfilled by the firm. The same shall stand forfeited in case of cancellation of the contract for any breach of contract or for any deficiency in the performance noticed during the currency of the contract.
- 12. The tenderer are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is not fully filled in. Person signing the tenders or other documents must ensure that he is an authorized person on behalf of the firm to do so. The person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the person so signing had no authority to do so, the NRRI shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, if any should be signed by the tenderer.
- **13.** Acceptance by the NRRI will be communicated by FAX, email, Speed Post or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the FAX, email/Speed Post letter etc. should be acted upon immediately.
- **14.** Details of essential documents required for Technical evaluation of bids are provided in **Annexure IV.**
- 15. The contract shall normally be awarded for a period of one year from the date of award or any shorter period that may be decided by the Director. The Contract will be strictly monitored as per Terms and Conditions given in **Annexure II** in respect of minimum standard defined in the said Annexure. In case any shortcomings or deficiencies are noticed during the currency of contract period or any other contractual dispute, the contract can be terminated by giving one month notice. The decision of Director, NRRI in this regard shall be final and binding.
- **16.** The contract can be extended for further period of two more years on year to year basis subject to satisfactory performance of the firm.
- 17. If the contract is terminated on the grounds of glaring shortcomings or deficiencies during the currency of its tenure including extended tenure, if any, the RRLRRS shall have all rights to make suitable alternative arrangements for a period of **2 months** from

the date of such termination or till a new tender is finalized whichever is earlier and the difference in cost, if any will be borne by the agency/contractor.

- 18. The rates quoted by the Agency shall be fixed for the period of the contract and no request for any change/modification shall be entertained before expiry of the period of the contract.
- 19. It is the obligation of the agency to follow the minimum wages issued by the appropriate Government under Minimum Wages Act, 1948. The NRRI shall have no liability, financial or otherwise, for any harm/damage/injury caused to the manpower/machinery deployed by the firm in the course of performing work of this NRRI. Neither the firm nor its workers shall have any claim on NRRI for compensation or financial assistance on this account.
- 20. The firm shall be responsible for payment of <u>wages</u>, **EPF and ESI** and liability under Employees Compensation Act etc. directly to all the workers account maintained by EPFO & ESI as per prevailing Acts/orders of Govt. of India. If any dispute arises between the firm and its manpower in the matter of wages or any service conditions the same will be settled amongst the agency and the workers engaged by it themselves. The NRRI in no case shall be a party to such dispute.
- 21. It shall be the responsibility of the firm to comply with all the provisions of Acts, statutory requirements and Government instructions. If any statutory provision of any statute is violated in general concerning the work force employed and in regard to welfare of the personnel engaged for the work in particulars, then the performance security will be confiscated and firm will be blacklisted.
- 22. The personnel deployed by the Agency with vehicle should not have any police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying. The service provider will provide the duly filled police verification form of the personnel's to the RRLRRS within fifteen days of award of contract and the RRLRRS will get them verified from the police authorities,.
- 23. The Contractor will provide Name Address, Telephone No & Photographs of its employees deployed at ICAR-NRRI to the **Assistant Administrative Officer, RRLRRS, Gerua, Assam.**
- 24. That no right, much less a legal right shall vest in the contractor workers to claim/have employment or otherwise seek absorption in the RRLRRS nor the contractor workers shall have any right whatsoever to claim the benefits and/or emoluments that may be permissible or paid to the employees of the RRLRRS. The worker will remain the employees of the Agency/Contractors and will be the solely responsibility of the Agency to make it clear to their worker before deputing on work at NRRI. There is no Master and Servant relationship between the employees of the service provider and the NRRI and further that the said personnel of the service provider shall not claim for any employment or absorption in the NRRI by virtue of their engagement for this work.
- 25. The service provider's personnel shall not claim any benefit/compensation/ regularization/ absorption of services from the RRLRRS, ICAR-NRRI under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970

etc. Undertaking from the persons to this effect shall be required to be submitted by the service provider to NRRI.

- 26. The service provider's personnel shall not divulge or disclose to any person any details of office, operation process, technical know-how, security arrangements, administrative and organizational matters as all of these are confidential in nature.
- **27.** The employees for the contractor shall be of good character and of sound. The service provider shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks/drugs, chewing of pan/Gutka, smoking using speakers for listening to music and loitering without any work. The workers should not be below the age of 18 years.
- 28. The service provider shall replace the driver immediately, if not unacceptable to the RRLRRS because of security risk, incompetence, conflict of interests and breach of confidentiality or improper conduct upon receiving a written notice from any staff of the RRLRRS.
- 29. The damage caused, if any, to RRLRRS property through the acts of the firm and/or by its workers shall be made good by the agency and decision of the RRLRRS in this regard shall be final/binding. In case of any dereliction of duty, gross neglect and unintended damage caused by contractor or its staff or otherwise any harm done to the ICAR-NRRI, its properties, designated officials or other employees, the contractor shall be liable to make good the loss or pay compensation, refund expenditure on legal/judicial proceeding as well as pay penalty which the Officer-In-Charge, RRLRRS, Gerua may deem fit.
- **30.** The contractor shall keep himself fully informed of all acts and laws of the Central and State Government, all orders, decrees of statutory bodies, tribunals having jurisdiction or authority, which in any manner may affect their engaged or employed staff and anything related to carry out the work. All the rules & regulations & bye-laws laid down by the local bodies and any other statutory bodies shall be adhered to, by the contractor, during the execution of work.
- **31.** The contractor shall be responsible for all injury and accident to persons employed by him while on duty. It is desirable that all employees are covered under an insurance cover and as per various acts and laws governing the same.
- **32.** In the event of any loss being occasioned to the RRLRRS on account of the negligence of the duty by the Agency/Contractor's employees, the Agency/Contractor shall make good the loss sustained to the RRLRRS either by replacement or on payment by adequate compensation.
- **33.** The Agency/Contractor shall not appoint Sub-Contractor to carry out any obligation under the contract and under such case agreement will be declared as void and such act of contractor will be taken as breach of Contract and resultantly his Security Deposit shall be forfeited and contract shall be terminated.
- **34.** The agency is supposed to work on job contract basis and as such there will not be any separate payment for working on Saturdays, Sundays or other gazetted / national

- holidays etc. and the same is to be included in the monthly charge claim in the tender by the Contractor.
- **35.** Officer In-Charge, RRLRRS, Gerua, Assam reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the RRLRRS for any justifiable reasons, not mandatory to the communicate to the tenderer.
- 36. The Agency/Contractor shall abide by all laws of the land including Labour Laws, Company Act, tax deduction liabilities, Welfare measure of its employees and all other obligations in such cases and are not essentially enumerated and defined herein, whatsoever.
- **37.** The Officer In-Charge, RRLRRS, Gerua, Assam reserves the right to ask and required the contractor to remove any person deployed by him without assigning any reason/notice.
- **38.** The Agency/Contractor shall be responsible for the good conduct and behavior of its employees. If any employee of the Agency/Contractor is found misbehaving with the RRLRRS staff or other staff of Agencies working in RRLRRS Campus, RRLRRS, Gerua, Assam, the Agency/Contractor shall immediately withdraw such employees forthwith at their own risk and responsibility. The Agency shall issue necessary instructions to its employees to act upon the instruction given by the supervisory staff of the RRLRRS, Gerua, Assam.
- **39.** Any dispute arising out of and in relation to this agreement shall be referred the Director, NRRI. His decision will be binding on the contractor.
- **40.** The duration of the contract shall be initially for one year and extendable up to maximum two years on same rate, terms & conditions if the performance of agency is found satisfactory. The contract can be terminated even earlier by giving two months prior notice by either party in writing on account of any of the following reasons:
  - i) On account of unsatisfactory performance
  - ii) Breach of contract clauses(s)
  - iii) Persistently neglecting to carry out his obligations under the contract
- **41.** The contractor shall have no claim to compensation for any loss sustained by him by reasons of having employed personnel or purchased machines and material for the work.
- **42.** All the fuel, consumables, repair and maintenance etc. required for carrying out the work shall be arranged by the agency itself and no extra payment on this account shall be made to the Agency/Contractor.

Yours faithfully,

# TENDERS FOR THE CONTRACT FOR JOB WORKS/SERVICE CONTRACT FOR "HIRING OF VEHICLE" at RRLRRS. GERUA. HAJO-781102

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	Name & Address of the Tenderer in addition of	:	
	t/Box No., if any, should be quoted in all		
	munications to this Office		
	phone No. graphic Address/FAX/Cellular No.	:	
	ail address	:	
From		•	
	· 		
То			
	The Officer-In-charge,		
	NRRI-RRLRRS, Gerua		
	Hajo-781102, District:Kamrup, Assam		
	I/we have read all the particulars regarding the	ne Ger	neral information and other terms
and (	conditions of the contract for THE JOB WORK/S		
	ICLE" at RRLRRS, GERUA, HAJO-781102, Ka		
	ces as details in the schedule herein or to such pe		
	ptance of the Tender at the rates given in Schedule		· · · · · · · · · · · · · · · · · · ·
	offer open till 90 days. The rates quoted will be va		
	vard of the Contract. I/We shall be bound by a	a comr	nunication acceptance dispatched
	n the prescribed time.	C	
1)	I/We have understood these terms and condition		•
	best services strictly in accordance with these re	equiren	ients.
2)	The following pages have been added to and fo	rm a r	part of this Tender for the contract
_,	for Job Works/Service contract for "HIRING		
	Schedule I & II to accompany this Tender are at	t pages	S
3)	Every page so attached with this Tender bears r	ny Sigr	nature and the office seal.
4)	Domand Droft No. of	Do	drown in
4)	Demand Draft No of favour of the Officer-In-Charge, RRLRRS, Geru		drawn in
	Branch (code 15304) (IFSC Code No.SBIN001		
	enclosed as earnest money required.	0001),	11ajo, Nami ap 701102, 7133am 13
		_	ature & Seal of the Tenderer
Witne	ess:	Telep	phone No. (Office):
1 ddr	nee ·	Tolon	shana Na (Pasi):
Auui (	ess:	relep	phone No. (Resi.):
Occu	pation:	Mobil	e No.:

Signature of witness to contractor's signature

Address:

Name & Signature of witness:

Address:

# **DETAILS OF THE FIRM/AGENCY (TECHNICAL BID)**

1.	Name & Address of the Transport Agency	
2.	Contact No. (Phone/Mobile No.) & e-mail ID	
3.	Firm's Registration/Trade License No. (Attach	
J.	copy of document)	
4.	Service Tax Registration No. (Attach copy of	
	document)	
5.	TIN Number (Attach copy of document)	
6.	PAN Number (Attach copy of document)	
7.	Status of vehicle availability with the agency	
	(nos)	
8.	Registration No. of Vehicle	
9.	Type of Vehicle (AC / Non-AC)	
10.	Year of Manufacture & Model	
11.	Validity period of Registration	
12.	Fitness Certificate Validity	
13.	Permit Validity	
14.	Insurance Validity of the Vehicle	
15.	Name / Address of the Driver	
1/	DI No 9 Volidity of the DI of the Driver	
16.	D.L. No. & Validity of the D.L. of the Driver	
17.	Bank Details of the firm/agency	
(i) (ii)	Name of Bank & branch	
(iii)	Account Number  IFSC Code No.	
(iv)	MICR Code No.	
18.	Details of EMD	
(i)	Amount	
(ii)	DD Number & Date	
(iii)	Issuing Bank	
19.	Details of tender document cost	
(i)	Amount	
(ii)	DD Number & Date	
(iii)	Issuing Bank	
20.	Service experience. If providing vehicle to	
	other Govt. organizations (Attach copy) if any.	
<u> </u>	The state of the s	<u> </u>

Certified that the terms and conditions are acceptable to me and I will abide by the rates offered for the period of contract. Further, I declare that the documents and papers submitted with this tender are genuine and if found false, I shall be liable for the decision taken by the competent authority for that reason.

Signature of the Tenderer With Seal

#### **CHECK LIST FOR TECHNICAL BID EVALUATION**

SI. No.	Document required
a.	Firm's Registration/Trade License No.
b.	TIN Number
C.	PAN Number
d.	Registration No. of the vehicle
e.	Type of vehicle
f.	
g.	
h.	
i.	
j.	
k.	GST Registration No.

#### Note:

- 1. The NRRI-RRLRRS will pay the bill inclusive the service tax and the contractor will deposit the service tax and furnish proof of deposit to RRLRRS every month.
- 2. Photocopies of all necessary documents duly self-attested must be attached for the purpose of Technical Evaluation.
- 3. Successful Tenderer will have to enter into a detailed contract agreement with Officer In-Charge, RRLRRS, ICAR -NRRI on non-judicial stamp paper of **Rs.100/-** (Rupees One hundred only).
- 4. Only those firms that qualify the technical bid will be considered for opening the financial bid.

SIGNATURE OF THE TENDERER WITH STAMP

# **SCHEDULE-II**

# **SCHEDULE TO TENDERS:**

a)	Name of the Firm/Agency	:
b)	Full address with Post Box No. e-mail and Telephone No. if any.	:
c)	Constitution of the Firm/Agency(Attached copy) Indian Companies Act, 1956, Indian Partnership Act.1932 (please give names of partners) Any other Act, if not the owners	:
d)	For Partnership firms whether registered under the Indian partnership Act-1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender.	:
	(i) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the Tenders to refer dispute condemning business of the partnership to arbitration.	:
	(ii) If the answer to above is in point one and two the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partners.	:
e)	Name and full Address of your Bankers	:
f)	Your permanent Income Tax No/Circle/Ward	:
g)	Any other relevant information	:

_			
I)	a.	tρ	•

Place:

**AUTHORISED SIGNATORY** 

#### (CERTIFICATE TO BE GIVEN ON LETER HEAD AS PART OF TECHNICAL BID)

To

#### The Officer-In-charge

RRLRRS, ICAR-NRRI, Gerua, Hajo - 781102

Sir,

It is confirmed that I/we have fully understood in the scope of work and all other requirements for job work/service contract for "HIRING OF VEHICLE" at RRLRRS, Gerua, Hajo-781102

- 1. I/ We have understood the total quantum of work by going through the tender document and/by visiting the campuses at NRRI-RRLRRS, Gerua. I/We gathered all information needed to understand the requirement of this service contract as per the given details in the prescribed Annexures of the Tender documents.
- 2. I/We have hereby agree to the Terms and Conditions of the Contract as detailed in the tender documents and if given an opportunity to provide services, then agree to execute an agreement as per prescribed proforma given in **Annexure VII.**
- 3. I/We undertake that the documents enclosed herewith are genuine and no material/facts have been concealed or suppressed.
- 4. I/We undertake that there are not any legal suit/ criminal case pending against our firm for violation of Minimum wages Act or other laws. And there is no criminal/legal suit pending or contemplated against us.
- 5. I/We are not blacklisted by any Government organization in the field of job work/service contract for **"Hiring of Vehicle" etc.**
- 6. We also understand that the contract is liable to be cancelled if found to be obtained through fraudulent means or by concealment of information/facts.

This offer is made to be valid for acceptance by NRRI within **180 days** from the date of opening of the technical bid.

(Signature of authorized representative of the firm)
Stamp/Seal of the firm

#### **FINANCIAL BID**

Last date for receipt of tender : 21.09.2020 up to 3.00 p.m. Date of opening tender (Technical Bid) : 21.09.2020 at 3.30 p.m.

To

# The Officer-In-charge

RRLRRS, ICAR-NRRI, Gerua, Hajo - 781102

Sir,

I/We wish to submit our Tenders for HIRINING OF VEHICLE **AT RRLRRS GERUA, HAJO-781102, Kamrup, Assam** on the following rates.

#### PROFORMA FOR RATE ON MONTHLY BASIS:

No	Particulars	Monthly hire charge to be quoted in Rupees
1.	Rate excluding fuel cost	Rs. (in figure)
		( <b>Rs.</b> in word)
2.	Km run per liter of fuel (Diesel) for A.C	Km/liter
2.	Km run per liter of fuel (Diesel) for Non A.C	Km/liter
3.	Km run per liter lubricant (Mobil)	Km/liter
4.	Driver wage (Skilled work)	Rs.
5.	Night halt charges (fooding & lodging in case of duty out of station)	Rs.
6.	Applicable Service Taxes	%

								Ciar						
by the	ese in letter	and spirit.												
	We have	carefully rea	d the	terms	and	conditions	of	the	Tender	and	are	agreed	to	abide

Signature:
Name & Address of the Firm:
Telephone No /Mobile No:
E- <b>mail:</b>

(Firm's Seal)

#### JOB WORK/ SERVICE CONTRACT FOR PROVIDING "HIRING OF VEHICLE"

#### **DRAFT SPECIMEN AGREEMENT**

This a	agreement is made at	on	day of
	en		
	nstt.) through		
	nees etc. on the first part and		
	rm) which term shall include its author		
	her part.		,
	eas the	(Institut	e) has decided to assign the
	and conditions. Hereinafter contained.		
terris	and conditions, ricicinarter contained.		
NOW	IT IS HEREBY AGREED by and bety	woon the nartice	horoto as follows:
	This agreement shall come into force for a period for one year but can be t month's notice in writing of its intent can be renewed, on mutually agreed to	w.e.f cerminated by cions to terminate	and will remain in force by giving, one calendar
2.	The firm shall be re providing		
3.	Decision of Officer-In-Charge, RRLRR parties.	RS, Gerua, Assam	will be final and binding on all
4.	The contract can be terminated by girnotice required to be served shall be them personally or dispatched by the RRLRRS will have no responsibility for time the services of the firm are not Gerua Assam or the agency is not also	e sufficiently serve the address herein any loss/damage found satisfactory	ed on the parties if delivered to n given under registered post. caused to them. If any point of the Officer In-Charge, RRLRRS,

5. No interest on security deposit and earnest money deposit shall be paid by the Regional Station to the Tenderer.

forfeited

continuous period of 10 days or more. RRLRRS reserves the right to terminate the contract immediately without the notice and in such a case the security deposit will be

- 6. The conditions of the contract which will govern any contract made are those contained in the general conditions of contract applicable to the contracts placed by the ICAR, and the RRLRRS and the special terms and conditions detailed in the tender forms and its schedules.
- 7. Officer-In-Charge, RRLRRS, Gerua 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.
- 8. Decision of the Officer-In-Charge, RRLRRS, Gerua 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/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, ICAR-NRRI, Cuttack. The decision of the sole Arbitrator so appointed shall be final and binding on all the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996. The tenderers will have to submit an undertaking to the effect that they shall agree to the settlement of disputes through such arbitration and they bind their selves/themselves to get by the decision of the arbitrator.

- 9. The contractor shall not sublet the work without prior written permission of the RRLRRS.
- 10. This contract is for a period of 1 year initially and liable to be extended on monthly/yearly basis subject to the satisfactory services/performance and on the approved terms and conditions basis.
- 11. Mileage and time will be counted from RRLRRS, Gerua and back.
- 12. The dead mileage from garage will not be counted for daily mileage.
- 13. Toll tax, parking charges etc. (if any) will be paid initially by the contractor which will be reimbursed by the institute on submission of receipt along with the monthly bill.
- 14. Vehicle should be provided at short notice. Cleanliness of vehicle and its condition should be excellent. The vehicles so requisitioned should be in time.
- 15. If the agency fails to provide vehicle(s) so requisitioned in time after receiving the message/ does not report on time, the office will have a right to hire any other vehicle from the market and the additional cost incurred by the office will be borne by the contractor. The contract is also likely to cancelled, without assigning any reason.
- 16. During the call duty of any vehicle with the RRLRRS, if the vehicle is seized or detained by police, Motor Vehicle authority or any other authorities for not having complied with Motor Vehicles Law / Acts etc or on account of any accident, that will be at Contractor's risk & cost.
- 17. The vehicle must be registered with motor vehicle authority of Assam state. The vehicle provided on hire to the station must be commercially registered in RTO office/three state i.e. Assam, Meghalaya, & Arunachal Pradesh permit and in well maintained condition. Vehicle must be newer one and not more than one years old as on closing date of tender. Vehicle in defective condition will not be accepted. The vehicle should possess all requisite documents(s) like Registration Certificate, Trade License, valid Insurance, Pollution Control Certificate, Service Tax Registration Certificate and valid License.
- 18. The driver should observe all the etiquette and protocol while performing the duty. He should have mobile phone connectivity for which no separate payment shall be made.
- 19. Driver should have a valid driving license issued by any DTO/RTO office with all India validity. Driver must be able to read and write in Hindi/English. He must have at least three year experience of driving such type of vehicle, familiar with path and ways.
- 20. Dedicated vehicles and drivers must be provided and changes will be allowed only in exceptional cases. Frequent change of the vehicles and driver without assigning valid reasons will not be allowed.

- 21. The vehicle shall be properly/Comprehensively insured and should carry necessary fitness certificate from concerned authority including pollution certificate. The vehicle must be run on AC, as per need based for which no extra charge will be paid.
- 22. The agency shall bear all costs on account of fuel, oil, spares, comprehensive insurance, repair and maintenance etc. of the vehicle. The salary/wages and other costs of drivers shall also be borne by the agency.
- 23. The agency should abide by rules laid down by any authority relevant to the deployment of vehicles.
- 24. In case of any breakdown of vehicle on duty, the agency shall make arrangement for providing another vehicle immediately. In such a case, mileage from garage to the point of breakdown would not be paid.
- 25. RRLRRS shall not be responsible for any challan, loss, damage or any accident of the vehicle or to any other vehicles or the driver or to any other third party. The loss or damage or legal expenses on the account shall be borne by the agency.
- 26. Vehicle shall be made available on all days including Saturdays, Sundays, Holidays & late night also as and when required. The seats and vehicle must be properly cleaned/toweled every day.
- 27. No advance payment will be made. The approved firm shall submit the bill (in triplicate) at the end of the month along with duty slip/copy of logbook depicting out meter/in meter; total run in kms and out time/in time; total duty period in hours duly certified by the concerned officer who has used the vehicle. No interest is payable on delayed payment.
- 28. The applicable taxes will be deducted from the bills.
- 29. All disputes will be subject to Guwahati jurisdiction. The contract will govern by the laws of India for the time being in force.
- 30. A separate log sheet shall be maintained by the contractor for each call duty in the format approved by RRLRRS, Gerua, Assam. It is required to obtain the distance of user/authorized officer, in the log sheet with duly filled starting and released date & time and km readings. The same is required to be attached with their respective bills for necessary payment. In case of defective odometer reading, during a small specific period, the distance covered by the vehicle for official purpose shall be assessed by the user/authorized officer whose decision shall be final and binding. However, infrequent service provider may be exempted from the above clause.
- 31. No escalation of tender value with respect to the charges in any form whatsoever will be entertained during the contract period and ICAR-NRRI, RRLRRS, Gerua, Assam shall not be responsible for any other kinds of claims except hiring charges during the period of contract.
- 32. That on taking over the responsibility of providing different kinds of vehicles for hiring, the service provider or his representative shall be bound to follow the directions/instructions of the Officer-In-Charge, RRLRRS, Gerua, Hajo, Assam —or the designated officer.
- 33. Availability of vehicle and driver should be round the clock.

- 34. The vehicle will have to be kept at the disposal of Incharge Vehicle/ Officer In-Charge of the RRLRRS, Gerua, Hajo, Assam.
- 34. Agency should pay the wage to drive the rate following latest minimum rate of wages (skilled) and VDA notified by the Chief Labour Commissioner (Central) time to time. Payment should be made to the workers engaged by taking with account of minimum rate of wages prescribed by the Chief labour Commission (Central) from time to time in the bank account of the workers engaged within 5th of every month irrespective of payment made to the agency by the RRLRRS, Gerua or not. It is mandatory to pay the monthly wages in the workers bank account only within 5th of every month without fail.
- 35. This Institute shall not be responsible for any challan, loss, damage or any accident of the vehicle or to any other vehicles or for the injury to the driver or to any other third party. The loss or damage or legal expenses on this account shall be borne by the agency.
- 36. Maintenance/repair of vehicle will rest with the agency.
- 37. In case of any breakdown of the vehicle on duty, the agency shall make arrangement for providing another vehicle immediately.
- 38. In case of non-availability of vehicles for any particular day penalty of Rs.100/- per day shall be imposed in addition to deduction of hire charges on pro-rata basis for the period.
- 39. Officer-In-Charge, RRLRRS, ICAR-National Rice Research Institute, Gerua, Hajo-781102 reserves all rights to accept or reject any or all the tenders/ Work order without assigning any reasons thereof.
- 40. No interest on Security Deposit and earnest money deposit shall be paid by the ICAR-NRRI, RRLRRS, Gerua, Assam to the tenderer.
- 41. The rates quoted by the Agency shall be fixed for the period of the contract and no request for any change/modification shall be entertained before expiry of the period of the contract.
- 42. It is the obligation of the agency to follow the minimum wages for Driver issued by the appropriate Government under Minimum Wages Act, 1948. The RRLRRS, ICAR-NRRI, Gerua shall have no liability, financial or otherwise, for any harm/damage/injury caused to the manpower/machinery deployed by the firm in the course of performing work of this RRLRRS. Neither the firm nor its workers shall have any claim on RRLRRS, ICAR-NRRI, Gerua for compensation or financial assistance on this account.
- 43. The firm shall be responsible for payment of wages of driver, EPF and ESI and liability under Employees Compensation Act etc. directly to all the workers account maintained by EPFO & ESI as per prevailing Acts/orders of Govt. of India. If any dispute arises between the firm and its manpower in the matter of wages or any service conditions the same will be settled amongst the agency and the workers engaged by it themselves. The RRLRRS, ICAR-NRRI in no case shall be a party to such dispute.
- 44. The service provider shall be responsible for all injury and accident to persons employed by him while on duty. It is desirable that all employees are covered under an insurance cover and as per various acts and laws governing the same.

- 45. The agency is supposed to work on job contract basis and as such there will not be any separate payment for working on Saturdays, Sundays or other gazetted / national holidays etc. and the same is to be included in the monthly charge claim in the tender by the agency.
- 46. All the fuel, consumables, repair and maintenance etc. required for running the vehicle shall be arranged by the agency itself and no extra payment on this account shall be made to the Agency.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

Signature of AAO with seal:
(For the Institute)
Witnesses

Signature:
Name of the Proprietor/ Authorised representative:
Name & Address of the Firm

Seal of the firm

1	. From	Firm/	'Agency	/ with r	name,	address	and	contact	No.	 
2	. From	Office	e side r	name 8	desig	nation				

# **ANNEXURE -VIII**

**Details of the Minimum one year experience/work done:** 

SI.	Name of the Deptt. / Organization	Period		No. of	Remarks
No.	& Name of contract person with	From	То	vehicles	
	phone No.			deployed	