



ICAR – INDIAN INSTITUTE OF SOIL SCIENCE

NABI BAGH, BERASIA ROAD, BHOPAL - 462038

TENDER DOCUMENT

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING TENDER FOR HIRING OF VEHICLE AT ICAR-IISS, BHOPAL.

Contact Details

**SENIOR ADMINISTRATIVE OFFICER
ICAR – INDIAN INSTITUTE OF SOIL SCIENCE,
NABI BAGH, BERASIA ROAD, BHOPAL - 462038, MADHYA PRADESH
TEL. NO. (0755) 2747375 (EXT. NO. 233 & 262) FAX. NO. (0755) 2733310
Website.... <http://www.iiss.nic.in>**

ICAR – INDIAN INSTITUTE OF SOIL SCIENCE

NABI BAGH, BERASIA ROAD, BHOPAL - 462038

File No. 2-33/2019-20/Veh/IISS

Date : 09/09/2019

E Tender Notice

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING TENDER FOR HIRING OF VEHICLE AT ICAR-IISS, BHOPAL – 462038.

The ICAR-IISS invites **online** OPEN TENDER IN TWO BIDS (TECHNICAL AND FINANCIAL) through e-tendering from reputed firms with adequate experience and financial capability for **TENDER FOR HIRING OF VEHICLE AT ICAR-IISS, NABI BAGH, BERASIA ROAD, BHOPAL-462038**

The open tender enquiry document contains the following:-

CRITICAL DATA SHEET

TENDER NUMBER	F.No.2-33/2018-19/Veh/IISS
DESCRIPTION OF WORK	TENDER FOR HIRING OF VEHICLE AT ICAR-IISS, NABI BAGH, BERASIA ROAD, BHOPAL-462038
TYPE OF TENDER	Two Bid System (Technical & Financial)
BID SUBMISSION START	09.09.2019 11:30 AM onward
BID SUBMISSION END DATE	09.10.2019 upto 02.00 PM
DATE AND TIME OF OPENING OF TENDERS (TECHNICAL BID)	10.10.2019 at 3:00 PM
PRE-BID MEETING	NO
DATE AND TIME OF OPENING OF TENDERS (FINANCIAL BID)	To be notified later only to those firms who qualify in the Technical bid process.
OPENING OF BIDS	ICAR-INDIAN INSTITUTE OF SOIL SCIENC NABI BAGH, BERASIA ROAD, BHOPAL-462038
BID VALIDITY	120 days from the date of Technical Bid opening

EMD	Rs. 10,000/- (Rupees Ten Thousand Only) through Demand Draft drawn in favour of “ICAR UNIT- IISS, BHOPAL” .
SECURITY DEPOSIT	Rs. 20,000/- (Rupees Twenty Thousand Only) through Demand Draft drawn in favour of “ICAR UNIT- IISS, BHOPAL” .
VALIDITY OF SD/PB	60 days after the expiry of the contract
SUBMISSION OF BIDS	Online bids (Technical & Financial) uploaded on CPP Portal (www.eprocure.gov.in/eprocure/app) from 09.09.2019 to 09.10.2019 upto 02.00 PM. Hard Copy of the EMD to be submitted to ICAR – before the closing date and time of the tender i.e 09.10.2019 upto 2:00 PM.
Details of tender	Tender Document and Notice is also available on ICAR- IISS website www.iiss.nic.in

IMPORTANT NOTES:-

1. Tender Document can be downloaded from ICAR-IISS website www.iiss.nic.in or from Central/Public Procurement Portal www.eprocure.gov.in. Bidders should enroll / register in the e- procurement module of Central Public Procurement Portal through the website: www.eprocure.gov.in. Bidders should also possess a valid Digital Signature Certificate (DSC) for online submission of bids.
2. **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.**
3. ICAR-IISS reserves the right to accept / reject any /all tenders in part /full without assigning any reason thereof.
4. ICAR-IISS will not be responsible for any delay in enrolment / registration as bidder or submitting/uploading the offer on e-tender portal. Hence, bidders are advised to register in e-tendering website www.eprocure.gov.in and enrol their Digital Signature Certificate (DSC) and upload their quotation well in advance.
5. Any changes / corrigendum/ extension of opening date in respect of this tender shall be issued through websites only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit our website for updates.

NOTE :

1. The Director, ICAR-IISS may at his discretion, extend this date by a fortnight and such extension shall be binding on Tenderers. If the date up to which the Tenders is open for acceptance is declared to be a holiday the Tenders shall be deemed to remain open for acceptance till the next working day
2. All communications must be addressed to The Director, ICAR-Indian Institute of Soil Science, Bhopal.

Sr. Admn. Officer
FOR DIRECTOR



भा.कृ.अनु.प.—भारतीय मृदा विज्ञान संस्थान

नबीबाग, बैरसिया रोड, भोपाल – 462038

ICAR-Indian Institute of Soil Science

Nabibagh, Berasia Road, Bhopal – 462 038 (M.P.)

Tel. No.(0755)2730970/2734221 (Ext. No. 252 & 256) Fax. No. (0755) 2733310

F.No.2-33/2019-20/Veh/IISS

Dated: 08/08/2019

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING TENDER FOR HIRING OF VEHICLE AT ICAR-IISS, BHOPAL.

SPECIAL CONDITIONS OF CONTRACT

1. The Contractor shall provide the vehicles along with drivers, so as to ensure twenty four (24) hour availability of drivers and vehicles on all seven days during a week. However, the normal running of vehicle will be about 8-12 hours per day. The vehicles so hired will occasionally be required to travel out of Bhopal on official tours also.
 - i. The vehicle should be self-starting and in good condition
 - ii. Model of the vehicle should not be prior to 2015. In case condition of vehicles is not found to be satisfactory and of acceptable standards, the offer is liable to be rejected.
 - iii. The vehicle should be registered as a commercial vehicle with road transport office and contractor should submit relevant papers of registration of vehicle before starting the work.
2. Contractor will be required to provide vehicles as detailed in the Financial bid.
3. The duty point would be ICAR-IISS, Bhopal or any other place intimated by the Institute from time to time and not from garage to garage.
4. The period of Contract (for hiring) will be ONE YEAR extendable if required for further period of two years (total 3 years) on year to year basis.
5. The Drivers:-
 - (i) Should be experienced.
 - (ii) Should possess an appropriate and valid Driving License.
 - (iii) Should report for duty in presentable form.
 - (iv) Should be courteous and well mannered.
 - (v) Will be required to maintain a Duty Slip/Logbook, which will be signed by the officer using the vehicle or any other persons authorized by institute.
 - (vi) The drivers should be provided with a mobile phone by the contractor.
 - (vii) Should have a valid PUC.
 - (viii) The vehicle must be cleaned daily and maintain the interiors in presentable form always.
6. The vehicle provided by the Contractor should have proper clean seat covers etc.

7. The cost of hiring quoted by tenderer should include salary of driver, cost of diesel/petrol and other consumables, all repair and maintenance costs, all taxes applicable on hired vehicles by road transport authorities (like registration charges, insurance charges etc.), mobile phone for driver etc. for which nothing extra will be payable by the institute.
8. The vehicles provided by contractor will be required to ply on all kinds of roads and surfaces, in all kinds of weather conditions. If required, the vehicles along with driver may have to stay out of station, as per requirement.
9. Since the officer may be required to move out in any emergency in any case at odd hours in the night, when petrol pumps remain closed, the fuel in the fuel tanks must never be below the half way mark. The contractor must ensure availability of diesel at any given time, equal to half the capacity of the fuel tank. When the fuel tank reaches the half way mark, it should immediately be arranged to be filled to full capacity, by the contractor.
10. Nothing extra will be paid to the contractor due to fluctuation in cost of diesel or any other consumable items, registration charges etc. during the period of contract.
11. In case the vehicle breaks down or is required to be taken under repair, another vehicle of similar type will have to be provided by the contractor as replacement.
12. Necessary Registration Certificate, insurance of the vehicles should be valid and complete in all respects.
13. All the taxes and duties what-so-ever leviable by the Government (State or Central) or any body, shall be borne by the contractor and will be deducted from his account bill.
14. Subject to any deduction or recoveries which the Institute/Council may be entitled to make under the contract, the income tax, surcharge on income tax and sale tax (trade tax)/GST as applicable from time to time by the government shall be deducted from his bill.
15. Contractor has to submit power of attorney/affidavit in favour of one who is authorized to sign various documents, bills, MB, contract agreement etc. to enter into contract agreement & submit partnership deed if any.
16. Vehicles are to be supplied and work has to be executed strictly as per the tender schedule and specifications given by the Council.
17. Payment shall be made through NEFT/RTGS only.
18. ICAR-IISS administration shall not be responsible for any accident, damage etc. to the vehicle during the period of hire.
19. The vehicle must have fire extinguisher, Deodoriser, tools & other accessories etc..
20. Toll / Parking charges will be paid on production of valid vouchers/receipts.
21. ICAR-IISS, Bhopal reserves the right to discontinue all vehicles or any vehicle or to discontinue the contract, at any stage/time, after giving a one month's notice.
22. Pre receipt of EMD refund may be enclosed.

Non-compliance with any of the above conditions is liable to rejection of tender.

Submission of Essential Documents (For Technical Bid Evaluation): The following documents are required to be uploaded along with tender form which are essential to qualify in the technical bid:-

1. Name of the firm/Company/Agency (A) Name of the contract person (B) Mobile Nos.
2. Address of the firm/Company/Agency
3. Telephone/Mobile No.
4. E-mail.
5. Whether EMD of the Rs.10,000/- is enclosed in the form of Bank Draft/Pay order.
6. GST No. (Attached Photocopy)
7. PAN No. of the firm/Individual (Attached Photocopy)
8. Name of the Deptt./Offices/Ministries/Organisation where at present vehicles are engaged on regular/monthly basis (Self certified stamp copies of contract letter be attached).
9. Satisfactory service certificate from the office/Govt. deptt/Company etc. where firm is providing vehicle on hire basis must be attached.
10. Income Tax Return of the firm for the last 2 financial years must be attached.
11. Schedule – I & II must be attached with signature and seal of the firm / agency
12. Certificate of Not blacklisting as per format given below:

"It is certified that our firm M/S..... has not been blacklisted/debarred from providing hiring of vehicle by any of the Central/State Government Departments/ Universities/ Government Undertaking /PSU etc. It is f u r t h e r certified that this statement is true and based on facts. If it is found false at any stage, I/we shall be liable to be responsible for the same and action as deemed fit may be taken against me/our agency."

TERMS/CONDITIONS OF THE CONTRACT RELATING TO HIRING OF VEHICLE

1. The vehicle to be supplied should be (Commercial Vehicle) registered in the name of the firm or attached with the firm and in excellent condition mechanically as well as get up wise i.e. out body/upholstery etc. should be decent looking and should have permit to go to any where in India. **The vehicle should be 2015 or above model.** The selected vendor has to get the vehicles approved before deployment and it has to be ensured that the cleaning of vehicles/upholstery is done on regular basis. Any deviation to this shall entail cancellation of the contract prematurely/without notice.
2. The duty point would be ICAR-IISS, Bhopal or any other place intimated by the Institute from time to time and not from garage to garage.
3. The firm has to provide vehicle on all working days and on call basis on holidays and nothing extra will be paid for the same.
4. The drivers should be presentable/well behaved & of good character and should wear clean uniforms/name badges and fully conversant with the routes of in and around Bhopal.
5. The firm shall have to provide standby taxi in case of any break down immediately. The firm should be able to provide taxis at odd hours and holidays also without any extra charges.
6. All expenses are to be borne by the firm in case of breakdown of the vehicle supplied. The taxi charges from the point of breakdown to the destination are to be borne by the firm to complete the trip. An immediate replacement of the break down vehicle has to be provided.
7. The firm should be available on its direct mobile telephone round the clock to attend to calls for vehicle in emergent cases.
8. The compensation, connected expenses and legal disputes between the firm and staff deployed and any unforeseen casualty shall be borne/paid/settled by the firm and ICAR-IISS in no way shall be party to the dispute and will have no liability on this account.
9. Decision of Director, ICAR – Indian Institute of Soil Science, Bhopal 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, Indian Institute of Soil Science, Bhopal. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.
10. In case vehicles do not report in time/do not report at all, ICAR-IISS has a right to hire a vehicle from the market and impose a fine of Rs.500/- for each default if considered justified and recovery of additional expenditure on this account will be made from firm's bills. The vehicles provided shall be inspected at random and if any vehicles does not satisfy the requirements of the Institute, the vehicles will be sent back and the hire charges for such vehicles for that will not be paid.
11. A daily record indicating time and mileage for each vehicle shall be maintained in a Slip Book/Log Book. No payment will be made without submission/verification of Slip Book/Log Book verified by user/officer or the authorized signatory.
12. The payment against the contract shall be made on monthly basis.

13. A performance security/Security deposit i.e. Rs. 20,000/- (Rs. Twenty thousand only) shall have to be deposited by the successful tenderer in the form of FDR/DD of any nationalized Bank in favour of **“ICAR UNIT- IISS, BHOPAL”** for the period of contract. The performance security will be forfeited for breach of the any of terms/conditions of our tender and if it is found at any time during the contract period that the services provided by the firm are poor/defective/unsatisfactory. The decision of the ICAR-IISS in this regard shall be final and binding on the firm.
14. The Successful bidder will have to sign the agreement on Non-judicial Stamp paper of Rs.1,000/- and submit it within 07 days as per enclosed proforma from the date of the issue of the letter of acceptance of the tender. Also if the firm does not initiate the work as work order, the EMD is liable to be forfeited.
15. The agreement is terminable with one month notice on either side.
16. The contractor shall not sublet the work contract without prior written permission of the ICAR-IISS.
17. No request for alteration in the rates once quoted will be permitted.
18. In case any deployed driver of the Agency suffer by any type of injury or hurt third party or passenger or property while performing duty, the Agency will be wholly and solely responsible. Agency will meet the claims made by such driver for medical expenditure and or expenditure incurred for rehabilitation and IISS would have no liability towards damages claimed by individual. Agency will provide and maintain first aid box in each vehicle.
19. The Agency will depute the Driver with valid driving licence.
20. Risk Clause: IISS 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 S.D. or pending bills or by raising a separate claim.
21. Secrecy of the office must be maintained by the Driver and agency.
22. The annual job work contract will be awarded for a period of 1 year extendable on year to year basis for a further period of 2 years (total 3 years) subject to satisfactory services and on the same rates, terms and conditions. The Director, IISS, Bhopal reserves the right to reduce or terminate the period of contract in case the services are not found to be satisfactory by giving notice of not less than one month to this effect.

SCHEDULE TO TENDER

PART – I

1. Name of the Firm/Agency
2. Full address with Post Box No. and Telephone No. if any
3. Constitution of the Firm/Agency (Attached copy)
 - Indian Companies Act, 1956
 - Indian Partnership Act, 1932(Please give names of partners)
 - Any other Act, if not, the owners
4. For Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender.
 - i) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the Tenders to refer dispute condemning business of the partnership to arbitration.
 - ii) If the answer to above is in point one and two is affirmative, please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partner.
5. Any act, if not, who are the owner. Please give
(Given full name and addresses)
6. Here state specifically :
 - i) whether the price tendered by you is to the best of your knowledge and belief not more than the price usually charged by you for work of same nature / class or description to any private purchaser, if not state the reasons thereof, if any also indicate the margin of difference.
 - ii) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price and if the price quoted exceeds the controlled price, the reasons there of should be stated.
1. State whether business dealings with you have been banned by Deptt.
Of supply / GOI /ICAR
2. Please confirm that you have read all the instructions carefully and have complied with accordingly.
9. Name and Full Address of your Banker :
10. Your Permanent A/C No./Circle/Ward
11. Any other relevant information

PART - II

12. Earnest Money Deposited: Yes/No

PART – III

13. Name and Address of the firm’s representative and whether the firm would be representing at the opening of the Tenders
14. Name of the Permanent Representative to be visiting IISS, Bhopal regarding the contract

Date: _____
Place: _____

AUTHORIZED SIGNATORY

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



भा.कृ.अनु.प.—भारतीय मृदा विज्ञान संस्थान
नबीबाग, बैरसिया रोड, भोपाल – 462038
ICAR-Indian Institute of Soil Science

Nabibagh, Berasia Road, Bhopal – 462 038 (M.P.)
Tel. No.(0755)2730970/2734221 (Ext. No. 252 & 256) Fax. No. (0755) 2733310

SCHEDULE-II

TECHNICAL BID

	Information required	Information to be submitted by the Firm / agency	Page No. of attachment
1	Name of the firm /Company/Agency (A) Name of the contact person (B) Mobile Nos.		
2	Address of the firm/Company / Agency		
3	Telephone / Mobile No.		
4	E-mail		
5	Whether EMD of Rs. 10000/- is enclosed in the form of Bank Draft / pay Order	Bank Draft/Pay Order No. Dated : Bank name :	
6	GST No. (attach photocopy)		
7	PAN No. of the firm/individual(attach photocopy)		
8	Name and address of the deptt / Offices / Ministries / organization where at present vehicles are engaged on regular / monthly basis (self certified stamp copies of contract letter be attached)	Information must be given in enclosed proforma	
9	Satisfactory service Certificate from the Office / Govt. Deptt / Company etc. where firm is providing vehicle on hire basis must be attached		
10	Income Tax Return of the firm for the last 02 Financial years must be attached.		
11	Schedule – I & II must be attached with signature and seal of the firm / agency		
12	Certificate of Not Blacklisting as per format		

Documentary proof in respect of above particulars must be enclosed.

Place :
Date :

Name & Signature of the authorized person
with seal

To be attached with 'Technical Bid ' Annexure - A

Year-wise detail of last 3 years experience/ work done only related to providing of vehicle on hire basis to different organization / offices etc.

S.No.	Name of the Govt. office / undertaking / where VEHICLE HAS BEEN PROVIDED ON HIRE BASIS during last 3 years (Indicate turn-over amount also)	Period From ---- To -----	Total No. OF VEHICLE PROVIDED BY THE FIRM	Remarks, If any

Signature and stamp of the firm / company / agency

Online Bid Submission Details

Online Bid Submission:

The Online bids (complete in all respect) must be uploaded online in Two Covers as explained below:-

COVER - I (Following documents to be provided as PDF file)			
Sl. No.	Documents	<u>Particulars</u>	File types
1.	Technical Bid	Scan copy of EMD and Tender Fees	.PDF
2.		GST No. (attach photocopy)	.PDF
3.		PAN No. (attach photocopy)	.PDF
4.		Schedule – I & II must be attached with signature and seal of the firm / agency	.PDF
5.		Balance sheet of the firm for the last 3 financial years must be attached (to be attested by CA)	.PDF
6.		Undertaking on firm / agency / company's letter head that the firm has not been blacklisted/ debarred from providing hiring of vehicle by any Govt. Department/undertaking as per format given given at page 06	.PDF
7.		Name and address of the deptt / Offices / Ministries / organization where at present vehicles are engaged on regular / monthly basis (self certified stamp copies of contract letter be attached) Information must be given in attached enclosed proforma	.PDF
8.		Satisfactory service Certificate from any three Office / Govt. Deptt / Company etc. where firm is providing vehicle on hire basis must be attached	.PDF
COVER - II			
1.	Financial Bid	Price bid (BOQ)	.XLS

All the documents and BOQ has to be digitally signed by the bidder.

Sr. Admn. Officer
FOR DIRECTOR

Final Vehicle Tender document

S.no	Particular			Indigo-ECS or equivalents (04+01 Seater) Small Vehicle		Zest/Swift-Dzire or equivalents (04+01 Seater)		Bolero/xylo/Tavera or equivalents (06+01 Seater)		SCORPIO/INNOVA OR equivalents (06+01 Seater)		Mini bus/Bus with following seating capacity		
				AC	Non AC	AC	Non AC	AC	Non AC	AC	Non AC	18-20	21-30	31-50
	Local	HRS	KM											
1	Half day	4	40											
2		5	50											
3		6	60											
4	Full Day	8	80											
5	Full Day	10	100											
6	Full Day	12	120											
7	Full Day	12	200											
8	Extra per Km													
9	Extra per Hr													
10	Night charges after 10 PM upto 6 AM													
11	Rate for out station (200 KM per day)													
12	Rate for outstation extra per KM													
13	Rate for Night detention													

(S.K.Gupta)
Sr. Administrative Officer

AGREEMENT

This agreement is entered into this day ----- between the Indian Institute of Soil Science, Nabibagh, Berasia Road, Bhopal – 462 038 which is an Institute of Indian Council of Agricultural Research, New Delhi (a society registered under the society's Registration (Act XXI 1860) and having its office at Indian Council of Agricultural Research, Krishi Bhawan, New Delhi – 110 001) hereinafter called 'IISS, Bhopal' (which term shall where the context society its successor and/or assign &) through the Institute namely Indian Institute of Soil Science Bhopal one part (The party of the first part) and M/s -----) hereinafter called 'The CONTRACTOR' (Which terms shall where the context permits include their executor, administrator of assign the partners for the time being of the said firm) of the OTHER PART (the party of the IInd part).

WHEREAS the Indian Institute of Soil Science, the party of the first part is desirous to getting services of vehicles to Indian Institute of Soil Science, Nabibagh farm on contract basis as per tender No. -----.

M/s Darshan Travels, Bhopal, the party on the IInd part, accepts to undertake to provide vehicles to the IISS as per the terms and conditions here in set forth. The contract will be valid initially for a period of one year starting w.e.f. ----- which can be extended/curtailed further.

Commencing from ----- the contract may be extended/curtailed on instruction of the party of the first part on the same terms and conditions, if the services are found satisfactory/unsatisfactory respectively. The party of the second part undertake to provide the vehicles in time as per requirement of the Institute and comply the terms and conditions mentioned in the contract letter no. ----- as given below:-

13. The vehicle to be supplied should be (Commercial Vehicle) registered in the name of the firm or attached with the firm and in excellent condition mechanically as well as get up wise i.e. out body/upholstery etc. should be decent looking and should have permit to go anywhere in India. The vehicle should be 2015 or above model. The selected vendor has to get the vehicles approved before deployment and it has to be ensured that the cleaning of vehicles/upholstery is done on regular basis. Any deviation to this shall entail cancellation of the contract prematurely/without notice.
14. The duty point would be ICAR-IISS, Bhopal or any other place intimated by the Institute from time to time and not from garage to garage.
15. The firm has to provide vehicle on all working days and on call basis on holidays and nothing extra will be paid for the same.
16. The drivers should be presentable/well behaved & of good character and should wear clean uniforms/name badges and fully conversant with the routes of in and around Bhopal.
17. The firm shall have to provide standby taxi in case of any break down immediately. The firm should be able to provide taxis at odd hours and holidays also without any extra charges.
18. All expenses are to be borne by the firm in case of breakdown of the vehicle supplied. The taxi charges from the point of breakdown to the destination are to be borne by the firm to complete the trip. An immediate replacement of the break down vehicle has to be provided.

cont.....

19. The firm should be available on its direct mobile telephone round the clock to attend to calls for vehicle in emergent cases.
20. The compensation, connected expenses and legal disputes between the firm and staff deployed and any unforeseen casualty shall be borne/paid/settled by the firm and ICAR-IISS in no way shall be party to the dispute and will have no liability on this account.
21. Decision of Director, ICAR – Indian Institute of Soil Science, Bhopal 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, Indian Institute of Soil Science, Bhopal. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.
22. In case vehicles do not report in time/do not report at all, ICAR-IISS has a right to hire a vehicle from the market and impose a fine of Rs.500/- for each default if considered justified and recovery of additional expenditure on this account will be made from firm's bills. The vehicles provided shall be inspected at random and if any vehicle does not satisfy the requirements of the Institute, the vehicles will be sent back and the hire charges for such vehicles for that period will not be paid.
23. A daily record indicating time and mileage for each vehicle shall be maintained in a Slip Book/Log Book. No payment will be made without submission/verification of Slip Book/Log Book verified by user/officer or the authorized signatory.
24. The payment against the contract shall be made on monthly basis.
23. The agreement is terminable with one month notice on either side.
24. The contractor shall not sublet the work contract without prior written permission of the ICAR-IISS.
25. No request for alteration in the rates once quoted will be permitted.
26. In case any deployed driver of the Agency suffer by any type of injury or hurt third party or passenger or property while performing duty, the Agency will be wholly and solely responsible. Agency will meet the claims made by such driver for medical expenditure and or expenditure incurred for rehabilitation and IISS would have no liability towards damages claimed by individual. Agency will provide and maintain first aid box in each vehicle.
27. The Agency will depute driver with valid driving licence.
28. Risk Clause: IISS 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 S.D. or pending bills or by raising a separate claim.
29. Secrecy of the office must be maintained by the Driver and agency.
30. The annual job work contract will be awarded for a period of 1 year extendable on year to year basis for a further period of 2 years (total 3 years) subject to satisfactory services and on

cont.....

the same rates, terms and conditions. The Director, IISS, Bhopal reserves the right to reduce or terminate the period of contract in case the services are not found to be satisfactory by giving notice of not less than one month to this effect.

Any difference of opinion with regard to interpretation or otherwise arising out of this contract will be referred to sole arbitrator viz Director General, Indian Council of Agricultural Research, New Delhi whose decision will be binding on both parties.

Signed by the said contractor, the party of the second part with consent of acceptance in the presence of:

Witness:

Sl. No.	Name & address	Signature
1.	-----	
2.	-----	

Signature of the Contractor
Second Party

Signed by or on behalf of the party of the first part.

In the presence of :

Witness:

Sl. No.	Name & address	Signature
1.	-----	
2.	-----	

Signature of the Director
First Party