

भाकृअनुप-राष्ट्रीय उच्च सुरक्षा पशुरोग संस्थान ICAR-National Institute of High Security Animal Diseases (एवियन इन्फ्लुएंजा ओ.आई.ई. संदर्भ प्रयोगशाला)

(OIE Reference Laboratory for Avian Influenza) आनंद नगर, भोपाल - ४६२०२२ (म.प्र.), भारत Anand Nagar, Bhopal - 462022 (M.P.), India



EPABX Tel. No. 0755-2757542, 2750647, FAX: 0755-2758842, Website: www.nihsad.nic.in

# F. No. 9-151/17-18/NIHSAD (P&S)

Dated: - 15.12.2017

# **TENDER NOTICE**

Online Bids are invited from reputed & interested firms for AMC of Horticulture Work at ICAR Unit, NIHSAD, Bhopal.

1.	Details of Tender Deposits: -		
	Cost of Tender Form	Rs. 1000/- (Rupees One Thousand Only)	
		(in shape of DD Only in favour of ICAR Unit, NIHSAD,	
		Bhopal)	
	Earnest Money Deposit	Rs. 50, 000/- (Rupees Fifty Thousand Only) (DD/FDR)	
	Security Deposit	10% of the total value of the contract (DD/FDR)	

Demand Draft/FDR for earnest money deposit (EMD) and Tender Cost are to be made in favour of ICAR Unit, NIHSAD, Bhopal and may be addressed to Director, ICAR-NIHSAD, Bhopal.

# Tender Schedule (Critical date sheet)

Tender id	
Tender No.	No. 9-151/17-18/NIHSAD (P&S)
Name of Organization	ICAR-National Institute of High Security
	Animal Diseases, Bhopal - 462022
Date and Time for issue/Publishing	15.12.2017 at 6:00 PM
Document Download/Sale Start Date and Time	18.12.2017 at 11:00 AM
Document Download/Sale End Date and Time	09.01.2018 at 5:00 PM
Pre Bid Meeting Date & Time	27.12.2017 at 11:00 AM
Bid Submission Start Date and Time	18.12.2017 at 12:00 Noon
Bid Submission End Date and Time	10.01.2018 at 11:00 AM
Technical Bid Opening Start Date and Time	11.01.2018 at 11:00 AM
Price Bid/BOQ Opening Date and Time	Will be intimated after scrutiny of technical bid
Address for Communication	Director, ICAR-NIHSAD, Anand Nagar,
	Bhopal – 462022 (M.P.)
	Website: - <u>www.nihsad.nic.in</u>

On-line bids should be submitted through e-procurement system of CPP Portal.

The instructions for uploading the tender/quotation may be obtained from the website of CPP portal i.e. <u>http://eprocure.gov.in</u>.

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

Please note that only online bids submitted through CPP Portal will be accepted. Technical Bid and Financial Bid (BOQ) should be uploaded separately.

Adm. Officer ICAR-NIHSAD, Bhopal



भाकृअनुप-राष्ट्रीय उच्च सुरक्षा पशुरोग संस्थान ICAR-National Institute of High Security Animal Diseases (एवियन इन्फ्लूएंजा ओ.आई.ई. संदर्भ प्रयोगशाला) (OIE Reference Laboratory for Avian Influenza) आनंद नगर, भोपाल - ४६२०२२ (म.प्र.), भारत Anand Nagar, Bhopal - 462022 (M.P.), India



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### F. No. 9-151/17-18/NIHSAD (P&S)

#### Dated: - 15.12.2017

INVITATION OF ONLINE TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR HORTICULTURE WORK FOR A PERIOD OF ONE YEAR ON JOB/ WORK CONTRACT BASIS AT ICAR-NIHSAD, BHOPAL.

From: - Director,

ICAR-National Institute of High Security Animal Diseases, Anand Nagar, Bhopal – 462022 (M.P.)

То

Dear Sir(s),

Online Tender are hereby invited on behalf of the Director, ICAR-NIHSAD, Bhopal for HORTICULTURE WORK FOR A PERIOD OF ONE YEAR ON JOB/WORK CONTRACT BASIS AT ICAR-NIHSAD, BHOPAL.

- 1. The terms and conditions of the contract are those contained in the general conditions of contract applicable to the contracts placed by the ICAR-NIHSAD as detailed in the tender forms and its schedules. Please submit your rates in the tenders form if you are in a position to provide the requisite services in accordance with the requirements stated in the attached schedules.
- 2. Online tenders are invited under two-bids systems (containing technical & financial bids) through e-procurement system. Earnest money deposit (EMD) of Rs. 50, 000/- and Rs. 1,000/- as cost of Tender form must be deposited in the form of demand draft/FDR in favour of ICAR Unit, NIHSAD, Bhopal to Director, ICAR-NIHSAD, Bhopal on or before the last date/time of submission. The particulars of the earnest money deposited must also be superscribed on the top of the envelope by including the deemed draft/FDR number and date failing which the bids will not be accepted. Conditional bids shall not be considered. No overwriting or cutting is permitted in the tender documents. Such bids will be rejected outright.
- 3. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resile from his offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulations, the aforesaid amount of EMD will be forfeited by the NIHSAD. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the ICAR-NIHSAD, Bhopal. An undertaking as per Annexure II,

is also required to be submitted by the tendering firm.

- 4. The schedules of the tender form should be uploaded with online bids. In the event of the space provided on the schedule form being insufficient for the required purposes, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases, reference to the additional pages must be made in the tender form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter alongwith the tenders.
- 5. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tenders are not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm of constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
- 6. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related document must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the ICAR-NIHSAD 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 tender and the schedules to the tender and annexure(s), if any, should be signed by the tenderer and should be uploaded alongwith technical bid.
- 7. Tenders will be opened online by the authorized officer(s) on <u>11.01.2018 at 11:00 AM</u>. Bidders have two options to participate in tendering process at the time of opening of Bids. Bidders can come at the place of opening of bids (electronically) as done in the conventional tender process or he can visualize the process online without physically being present at ICAR-NIHSAD.
- 8. The financial bid (BOQ) will be opened for the technically qualified tenderers only. The date of opening of financial bid would be intimated to technically qualified tenderes.
- 9. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on your behalf should be indicated in your tender. Name and address of permanent representative of the tenderer, if any, may also be indicated.
- 10. An amount equivalent to 10% of the total contract value of contract is to be deposited by the selected agency/successful tenderer as Performance Security Deposit only after receiving a communication from the NIHSAD. In the event of non-deposition of the same, the earnest money will be forfeited.
- 11. No interest on security deposit and earnest money deposit shall be paid by the NIHSAD to the tenderer.
- 12. The bid validity period is 180 days from the date of opening of technical bid.
- 13. The amount of basic wages & VDA notified by the Labour Commissioner, Jabalpur (M.P.) effective from 1<sup>st</sup> April 2017 (vide Circular No. J-92(1)/2016 E.S.III dated

14.03.2017) is the minimum base and the tenderers are at liberty to quote any rate above the minimum indicated therein, keeping in view any increase in wages/VDA in April & October each year. The bid of those tenderers shall be summarily rejected who quote less than the minimum wages rate and other statutory payments prescribed by Law. The tendering agency shall be responsible for compliance of all statutory provisions relating to minimum wages, EPF & ESI in respect of personnel deployed by it to this office. All such statutory requirements must be incorporated while quoting the rate.

- 14. The Firm will not charge placement charges or any other account from the manpower deployed with NIHSAD from the payment to be made to the outsourced staff as per quoted rates. The contract is liable to be terminated, security deposit forfeited and the Contractor/Firm will be blacklisted if, at any stage, reports are received that the Contractor/Contracting Firm has charged the manpower on any account.
- 15. Service Charges are to be mentioned separately by the Tendering Firm.
- 16. The GST or any other tax which is as per the rules of the Government shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.
- 17. In accordance with O.M. No. 29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, bids quoting 'Nil' consideration/service charges shall be treated as unresponsive and will not be considered.
- 18. The successful bidder may be asked to provide a breakup of the quote in the format of the scope of work.
- 19. Decision of Director, ICAR-NIHSAD shall be final for any aspect of the contract and binding no all parties. Disputes arising, if any, on the contract will be settled at his 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-NIHSAD. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1967 as amended from time to time.
- 20. Acceptance by the Director, ICAR-NIHSAD will be communicated by fax/express letter or any other form of communication. Formal letter of acceptance and work order of the tenderer will be forwarded as soon as possible, but the earlier instructions in the fax/express letter etc. should be acted upon immediately.
- 21. If a tenderer does not accept the offer, after issue of letter of award by ICAR-NIHSAD within 15 (Fifteen) days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.
- 22. The Director, ICAR-NIHSAD does not pledge itself to accept the lowest or any tenders and also reserve to itself right of accepting the tenders whole or in part keeping in view valid reasons Conditional tenders will not be accepted.
- 23. The Director, ICAR-NIHSAD in its capacity as Principal Employer, reserves the right to modify any of the terms and conditions of the contract as mentioned in the Schedules I & II of this document, at its discretion, in the interest of the job/work.
- 24. The contract shall be for a period of one year. But may be extended upto one more year subject to satisfactory performance at ICAR-NIHSAD on mutual agreement.
- 25. Successful Bidder/tenderer will have to enter into a detailed contract agreement with ICAR-NIHSAD on non-judicial stamp paper of Rs. 500/- (Five Hundred Only) or

appropriate value as per Rules inforce.

- 26. The following documents/vouchers are required to be uploaded with the technical bid (Schedule–I & II): -
- a. Scanned copy of firm's registration.
- b. Scanned copy of PF Registration.
- c. Scanned copy of Proof of two years experience in landscaping, horticulture, Field, Farm, maintenance of lawns/nursery etc. (attach supportive documents)
- d. Scanned copy of DD/FDR of earnest money deposit (EMD) and tender cost form.
- e. Scanned copies of EPF and ESI Certificate issued by the local Government.
- f. Scanned copies of MSEs (Micro & Small Enterprises) in related service/business, if applicable. The MSEs firms are exempted from tender cost as well as EMD subject to submission of their valid registration certificate.
- g. Scanned copy of valid Contractor License
- h. Scanned copy of average minimum annual turnover of the firm not less than Rs. 10, 00, 000/- (Rupees Ten Lakhs Only).
- i. Scanned copies of Income tax and GST registration.
- j. Scanned copies of PAN Number.
- k. Scanned copy of undertaking as per attached Format (Annexure II) duly attested by Notary on a non-judicial stamp paper of value of Rs. 500/- (Rupees Five Hundred Only) regarding their non-blacklisting by any of the Government Departments, Public Sector Undertakings and/or by Central Vigilance commission during the last three years. Original undertaking should be submitted alongwith EMD.

Only those firms who qualify in the technical bid will be considered for financial bid. **Financial bid (BOQ) should be uploaded separately.** 

Yours Sincerely,

Adm. Officer For and on behalf of the Director National Institute of High Security Animal Diseases Anand Nagar, Bhopal – 462 021 (M.P.)

### TENDER FOR THE AMC OF HORTICULTURE WORK ON WORK CONTRACT BASIS

Full Name & Address of the Tenderer in :addition to Post Box No., if any, shouldbe quoted in all communications to thisofficeTelephone No.FAX/Mobile No.E-Mail address

. . . . . . . . . . . . .

From

То

#### The Director,

National Institute of High Security Animal Diseases, Bhopal – 462 021 (M.P.)

I/We have read all the particulars regarding the General information and other terms and conditions of the contract for ...... and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in this Tender and I/we agree to hold this offer open till 180 days. The rates quoted will be valid for a period of one year in the event of award of the Contract.

- 1. I/We shall be bound by a communication acceptance dispatched within the prescribed time.
- 2. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
- 3. The following pages have been added to and from a part of this Tender. The Schedules-I, II and III are accompanied with this Tender.
- 4. Every page so attached with this Tender bears my signature and the office seal.
- 5. DD/FDR No......Dated...... of Rs. ..... drawn in favour of ICAR Unit, NIHSAD, Bhopal and payable at SBI, HET, Piplani Branch, Bhopal enclosed as earnest money required.

Yours faithfully,

Signature & Seal of the Tenderer Telephone No. Office

Name of the Witness\_\_\_\_\_

Resi.

Mobile

Occupation\_\_\_\_(alongwith Address Proof)

Address

Signature of witness to contractor's signature Address:

Name & Signature of Witness: Address:

Signature of the tenderer.....

# <u>SCHEDULE – I</u>

# SCHEDULE TO TENDERS

# Part – I

1.	Name of the Firm/Agency	
2.	Full Address with PIN Code Telephone No. /Mobile No.	
3.	Constitution of the Firm/Agency (Attach copy) Indian Companies Act, 1956 Indian Partnership Act, 1932 (Please give names of partners) Any other Act, if not, the owners	
4. i)	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.	
ii)	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 partners who have signed the Tender to refer dispute concerning business of the partnership to arbitration.	
iii)	If the answer to above point one and two is in 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.	
5.	Name and full address of the Banker	
6.	Permanent Income Tax (PAN) no./Circle/Ward	
7.	Any other relevant information	

Signature of the tenderer.....

# Part – II

8.	Earnest money Deposited:	Yes

# Part – III

9.	Name and Address of the firm's representative and whether the firm would be representing at the opening of the Tenders	
----	--	--

Name of the Permanent Representative visiting NIHSAD, Bhopal regarding the contract	

Date: - \_\_\_\_\_

Place: -\_\_\_\_\_

AUTHORISED SIGNATORY

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# PART – IV

# List of Documents to be submitted by the Bidder in Technical bid

Sr. No.	Documents required	Yes/No	Page No.
1	Cost of Tender Form		
2	EMD in shape of DD/FDR/Banker's Cheque detailed on the envelope		
3	PAN Card in the name of firm/proprietor		
4	ESI Registration No. alongwith valid certified copy thereof		
5	EPF Registration No. alongwith valid certified copy thereof		
6	Firm should be Registered under company act or any other concerned		
	authorities of Central Government/State Government or under company		
	Act or any other Act essential for carrying out similar job work and copy of relevant certificate needs to be submitted		
7	Experience Certificate/List of contract (in this field) of last two years in tabular form. Enclose certified copy of certificate of satisfactory performance. Experience of working with ICAR/GOI/State Government, Autonomous bodies, Public sector undertaking/local bodies only will be preferred & considered.		
8	Minimum average annual turnover of the firm not less than 10 Lakhs (Rupees Ten Lakh Only) during each of the last three financial years as reflected in certified Trading & P&L Account, Certified copies of Trading and P&L Account and Balance Sheet of the firm for last three years of the service contract by the chartered accountant should be furnished.		
9	Other related documents, photocopy of Banker details alongwith name of bank and Account No. and Address proof etc.		
10	GST registration certificate issue by the Government etc.		
11	If any agency is exempted from depositing of the above documents a copy of supporting government orders should be enclosed.		
12	The contractor/agency must have a registration with the relevant shop and Estt. Act. Of Labour Department.		
13	Number of staffs/supervisor registered under ESI/EPF contributions (staff/supervisor) required with ESI/EPF Department		

Signature of the tenderer.....

# Annexure – I

# **Details of the experience (during last 3 years).**

Sr. No.	Name of the Deptt. Organization & Name of	Period		No. of Staff deployed	Remarks
110.	Contact Person with Ph. No.			deployed	
		From	То		
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					

(Authorized Signatory)

# <u>Schedule - II</u>

<u>Scope of work</u> THE DETAILS OF THE HORTICULTURAL WORK TO BE CARRIED OUT AT NIHSAD (institute premises and residential campus).

	ver to be offered	-	Supervisor	-	On	e (1)
1			Trained malies	-		yo (2)
						r Office side & Residential campus
					side	1
			Workers/Labourers	-	То	be deployed simultaneously at atleast
						points amongst those detailed below
						• • •
Sl No.	Item					Quantity or area of work (approx.)
1	Caring (includi	ing	sprinkling of wate	er)	and	d
			vn including replace	mer	nt o	f
			arpet Grass lawns			
1a	Inside Director's	Bung	galow premises.			255 Sq. m
1b	In front of Guest					36 Sq. m
1c	In front of Admin	nistra	tive Block at two locat	ion	s	806 Sq. m
1d	At entrance to la	oorat	ory			12 Sq. m
2	Caring (includi	ing	sprinkling of wate	er)	and	d
	maintenance of	Lav	vn including replaced	mer	nt o	f
	Lawn Grass					
2a	In front of Admin	nistra	tive Block up to Nala A	Are	a	963 Sq. m
2b			ck post (in between ch	eck	pos	t 924.60 sq m
	and lab building)					
2c	In front of SPF b	uildi	ng			9.46 sq m
2d	In front of EM un	nit				146sq m
2e	Children's park i	n col	ony			1350 Sq. m.
2f	Around BSL-2 la	ıb				1000 Sq. m
3	Development, w	ateri	ng/caring & mainten	anc	e o	f 75 sq.mt.
	rose garden cum	dub	a grass lawn in front	of	gues	t
	house extension.					
4	Caring (includi	0	sprinkling of wate		and	· · · · · · · · · · · · · · · · · · ·
			ed trees & shrubs/ he			
			in residential and la		•	
	· · · · · ·		eplacement of damaged	l pla	ant.	
5	Caring (includi	$\mathcal{C}$	sprinkling of wate		and	
			plants (daily) and pai	ntir	ng o	f
	· · ·		July and December)			
6	0 0	-	ity seasonal flowers pl			-
	_		and maintenance in la		-	
		-	premises. Names of		sona	1
	-		ioned in the tender quo			
7	Caring (includi	ing	sprinkling of wate	er)	and	d   295 sq m

	maintenance of planted rose and flower beds,	
	including replacement of damaged plants in	
	laboratory and residential colony premises	
8	Cutting & cleaning of grass, weeds, bushes etc up to	(1507 + 513) = 2020  RM
	6 feet on either side of tar road on laboratory and	
	residential colony premises to maintain it in good	
	condition – once in 15 days during rainy season (1st	
	July to 31st October) and once in a month for the	
	rest of the year.	
9	Caring (including sprinkling of water) and	Teak–1164 Nos.
	maintenance of planted root shoot Hybrid trees in	Guava–55 Nos.
	Lab & Colony side.	Mango–190 nos.
		Awala–1604 Nos.
		<b>Total</b> –3013 Nos.
10	Cutting/ cleaning and removal of weeds, grasses,	Within 45 acre land
	bushes etc. in between planted root shoot hybrid	
	trees (3013 numbers) in lab & colony side – To be	
	carried out at monthly interval	
11	Providing & application of agricultural soil mixed	Total quantity for the year
	with farmyard manure for lawn, pots, flowerbeds,	(a) Agricultural soil – 5000 cu ft.
	root shoot hybrid trees, etc. The soil and manure	(b) Farmyard manure – 2500 cu ft.
	should be supplied <i>in toto</i> in the month of April.	(70 trolleys of approx 100 cuft.
		Each)
12	Supply of uniform, shoes and gum boot to labourers	All workers should be supplied
		with
		2 sets of Uniform,
		one pair of shoes and one pair of
		gum boot each.

- Note:- The Contractor has to mention the manpower to be offered to carry out the above mentioned works [One Supervisor, Two Malies (for Office side & Residential campus side) and workers (to be deployed simultaneously at atleast 12 points amongst those detailed above).
  - The contractor has to quote the rates keeping in view the expected increase in wages during the contract period.
  - Water will be provided in tankers by NIHSAD as & when required for the Horticulture work. The sprinkling/application of water to the required area will be done by the labourers under this contract.
  - All the necessary gardening tools such as rubber hose pipe, lawn mower, sprinklers; fertilizers/manure/pesticides, water, uniform, shoes, gumboot, etc. shall be provided by the contractor. Watering should not be done directly using wide bored hoses from water tankers.

I have gone through the terms & conditions given in the tender document enclosed herewith and the same are acceptable to me.

S1	DD IN FAVOUR OF	D.D. NO. DATE	ISSUING BANK	AMOUNT
No.				

NAME OF FIRM			
POSTAL ADDRESS			
TELEPHONE NO.	OFFICE	RESIDENCE	MOBILE

DATE:

# SIGNATURE OF CONTRACTOR

## **OTHER TERMS & CONDITIONS**

- 1. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt., State Govt. relating to this contract made applicable from time to time.
- 2. The selected agency shall provide the necessary personnel to NIHSAD as per labour acts prevalent as per GOI or M.P. whichever is applicable. The agency shall employ good and reliable service provider/Contractual persons with good health. In case any of the personnel so provided is not found suitable by the NIHSAD, the NIHSAD shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately.
- 3. The persons so provided by the agency under this contract will not be the employee of the NIHSAD and there will be no employer-employee relationship between the NIHSAD and the person so engaged by the contractor in the aforesaid services.
- 4. For this Contract, water and electricity will be provided by the institute. It is presumed that the bidder has assessed all the requirements of manpower/materials/logistics/taxes etc. thoroughly before participating in the tender process and the tender quoted cost is lumpsum in respect of all these items/services and therefore no request for any alteration/hike in the rates once quoted would be entertained within one year from the date of award of tender. None of the other requirements including stationary items would be provided from the institute.
- 5. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time.
- 6. The contractor shall indemnify and keep indemnified the NIHSAD from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, NIHSAD shall be final and binding on the contractor.
- 7. The service provider/contractual staff should have adequate literary knowledge to cope up with the smooth operation of work.
- 8. To have proper coordination in working, the Contractor/Service provider Agency authorities would visit the working areas frequently and contact the concerned In-charge officers/administration for any clarification if required.
- 9. The contractor must employ adult contractual staff (21-58 years) only. Employment of child labour shall lead to termination of the Contract.
- 10. Any change in service provider or contractual worker should be done in consultation with NIHSAD authority. Abrupt and unjustified changes will not be accepted.
- 11. All the Contractual Services Staff should follow strict attendance and alternative arrangements are to be made by the agency to keep all the work points to be in operation by the substitute if any contractual worker leaves the point.
- 12. The shift contractual should not leave their points vacant unless and until the reliever comes for shift duties, supervisor will maintain all the registers, which are kept at concerned Section.
- 13. The contractor shall not sublet the work without prior written permission of the NIHSAD.
- 14. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- 15. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of NIHSAD for the purpose. All complaints should be immediately attended by the Agency.
- 16. All the contractual workers should maintain discipline, punctual and obedience in the campus. Any

misconduct would entail the administration to instruct the contractor to replace the person immediately.

- 17. Payment to the Contractor will be made on monthly basis. The sequence of payment would be as given below:-
- A. Payment to the contractual staff would be done by the contractor through BANK TRANSFER in their account on or before 10<sup>th</sup> of each month, right from the first month.
- B. The contractor then shall submit the claims of such payments to the institute alongwith proof of BANK TRANSFER, payment towards EPF, ESI, Service Tax and other statutory payment etc. The mode of payment and challans etc. should be transparent so as to prove their authenticity.
- C. Upon verification of records as mentioned above and the attendance of contractual persons, the administration would release the payment via BANK TRANSFER in the account of contractor.
- D. In no case, release of payment should be linked to payment to contractual workers which must be done before 10<sup>th</sup> day of each month.
- E. Income Tax (TDS) will be deducted from the payments due for the work done as per rule.
- F. The contractor will have to provide the details of (individual wise) EPF deposition with the concerned department and copy of the detailed list obtained from the EPF department/website should be submitted as a supporting document alongwith the bill of the succeeding month. Similarly, firm should also provide evidence towards depositing the relevant amount towards ESI with details
- G. The contractor will have to give revised minimum wages with other statutory liabilities as and when the minimum wages are revised during the contract. Normally, VDA/Wages are revised during April and October every year. It is expected that the bidder/contractor has taken into account such changes (increase) in the wages and will pay to the labourers/workers such revised wages from the date they become effective. NIHSAD will not pay any extra money to the contractor for such revisions but shall ensure that revised wages are paid to them at stipulated dates.
- H. The Institute will not be responsible either to the Contractor or to its workers deployed at this Institute for any medical assistance/injuries/death or any kind of loss occurred to contractual labours.
- 18. The Director, NIHSAD reserves the right to reject any or all tenders/quotations in whole or in part without assigning any reason thereof. The decision of Director, NIHSAD shall be final and binding on the Contractor/Agency in respect of clause covered under the contract

Signature of tenderer.....

#### **INSTRUCTIONS TO CONTRACTOR FOR STATUTORY COMPLIANCES FOR WORK CONTRACT**

#### 1. <u>Statutory registration and clearances</u>

Contractor shall commence the work only after obtaining valid Labour License, independent provident fund no., ESI Registration no., and Income tax no. and clearance certificate in respect of provident fund, ESI and Income tax from respective enforcement authorities.

#### **IDENTITY CARD**

2. Contractor shall provide to each of his employee an Identity card which shall have his photograph verified by contractor, his name, place of work and name of the contractor.

#### 3. <u>Statutory obligation</u>

- 3.1 Contractor shall engage only adult workers (in the age group of 21 years and 58 years).
- 3.2 Contractor shall observe local laws as far as possible.
- 3.3 In case a contractor deploys women worker obligation under women's law should be followed.

#### 4. **PF & ESI Contribution & Return**

- 4.1 PF & ESI contribution of workers engaged shall be borne by the contractor as per laws/ rules in force & shall produce papers/ records whenever asked to do so.
- 4.2 Contractor shall fully comply all other formalities as per the PF & ESI statutory provisions and submit a copy of the challans etc. to NIHSAD for replying to statutory authorities in case of any complaints.
- 4.3 Verification of the character and antecedents of new workers from police authorities are to be got done by the contractors and should submit to the office before commencement of AMC. In case of old workers, these certificate should be renewed every 3 years.

#### 5. Medical care in case of accident/death

- 5.1 The agency shall agree to get all the staff members insured against any liabilities arising under the workman's compensations act or under the common law. This aspect shall not be a liability on the part of the Institute in any case
- 5.2 It is responsibility of contractor to undertake necessary care and make arrangement for transportation and the treatment of his worker.
- 5.3 Contractor should assist and guide his workers.

#### 6. Supervision

Contractor shall engage adequate number of competent and qualified supervisors to supervise and control his workers at the work spot during execution of work for effective supervision. They will also identify their worker and regulate entry at gate at the time of entering and leaving the premises. Name and address of the Supervisor shall be submitted to the concerned department by the contractor.

#### 7. **Payment of wages**

7.1 Payment shall be made by the contractor to his workers as per their category & nature of work which shall not be less than the rates declared from time to time under Minimum wages Act. By govt. of M.P. or central Govt. whichever is higher.

#### 8. <u>Safety and disciplinary action</u>

8.1 <u>Contractor shall ensure that his workers do not indulge in any unsafe or hazardous activities. They may use safety shoes, dress etc. etc. for day-to-day Horticulture work. All such safety requirements will be provided by the contractor.</u>

#### 9. Records & information to be furnished by contractor

- 9.1 Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities at short notice.
- 9.2 Contractor shall provide full particulars of each worker deployed by him before start of the work from time to time.

# <u>CHECK LIST (TECHNICAL BID)</u> SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sr. No.	Description of requirement	Yes/No	Page No.
1.	Scanned copy of firm's registration.		
2.	Scanned copy of PF Registration.		
3.	Scanned copy of Proof of two years experience in landscaping, horticulture, Field, Farm, maintenance of lawns/nursery etc. (attach supportive documents)		
4.	Scanned copy of DD/FDR of earnest money deposit (EMD) and tender cost form.		
5.	Scanned copies of EPF and ESI Certificate issued by the local Government.		
6.	Scanned copies of MSEs (Micro & Small Enterprises) in related service/business, if applicable. The MSEs firms are exempted from tender cost as well as EMD subject to submission of their valid registration certificate.		
7.	Scanned copy of valid Contractor License		
8.	Scanned copy of average minimum annual turnover of the firm not less than Rs. 10, 00, 000/- (Rupees Ten Lakhs Only).		
9.	Scanned copies of Income tax and GST registration.		
10.	Scanned copies of PAN Number.		
11.	Scanned copy of undertaking as per attached Format (Annexure – II) duly attested by Notary on a non-judicial stamp paper of value of Rs. 500/- (Rupees Five Hundred Only) regarding their non-blacklisting by any of the Government Departments, Public Sector Undertakings and/or by Central Vigilance commission during the last three years. Original undertaking should be submitted alongwith EMD.		
	Only those firms who qualify in the technical bid will be considered for financial bid.		
	Financial bid (BOQ) should be uploaded separately.		
Deale	ration by the Tenderor:		

**Declaration by the Tenderer:** 

This is to certify that I/We signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself ourselves to abide by them.

#### Signature of tenderer

<u>Schedule – III</u>

# Financial Bid (BOQ) should be filled & uploaded separately

То

**The Director,** NIHSAD, Bhopal – 462021 (M.P.)

Sir,

I/We submit our tender with respect to financial bid for work/job contract for AMC of Horticulture Work at NIHSAD, Bhopal and my/our rate is as follows which may be read with reference to Schedule - II: -

Financial Bid (BOQ)								
(For reference purpose only and not to be filled with technical bid)								
	ority: Director, ICAR-NIHSAD, Bhopal							
Name of Work: AMC for Horticulture work								
Contract No: NIHSA	D/9-151/2017-18/P&S							
Name of the Bidder/								
Bidding Firm /								
Company :								
	PRICE SCH	IEDULE						
NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT <mark>#</mark>				
S1.	Item Description	BASIC	TOTAL	TOTAL AMOUNT In				
No.	-	RATE In	AMOUNT	Words				
		Figures To be	in					
		entered by	Rs. P					
		the <b>Bidder</b> in						
		Rs. P						
1	2	7	8	10				
1	Work/Job contract							
1.01	AMC for Horticulture Work (Total		0.00	INR Zero Only				
	cost per month towards providing							
	services as per statutory liabilities,							
	i.e. minimum wages including VDA,							
	EPF, ESI, etc.)							
1.02	Agency service charge per month		0.00	INR Zero Only				
	(Amount in INR)							
1.03	Any other charges per month		0.00	INR Zero Only				
	(Amount in INR)							
1.04	GST per month as applicable		0.00	INR Zero Only				
	(Amount in INR)							
Total in Figures			0.00	INR Zero Only				
Quoted Rate in		INR Zero Only						
Words								

I/We agree to forfeiture of the EMD deposited by me/us in connection with tender if we fail to comply with any of the terms and conditions in whole or in part as paid down in the tender documents. We have carefully read the terms and conditions of the tender and agree to abide by these in letter and sprit.

In other terms and conditions that the tender would like to specify, it will form a part of the schedule.

Signature Name and address of the firm with phone number

# Liquidated Damage Clauses/Penalty Clause

- 1. In case of deficiency of services, Pro-rata deduction of amount on the services not provided or points not attended will be made after due hearing to the contractors explanation by the Director of the Institute.
- 2. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be acceptable and such persons will have to be replaced immediately.

# **RISK CLAUSE: -**

Director, NIHSAD reserve the right to cancel and terminate the contract any time. The Agreement of the contract can be terminated by the service provider with two months notice in advance on technical issues beyond logical solutions. If not, the security deposit will have to the forfeited. However, in case of Service Provider/Contractor issuing notice, the expenses incurred by the Institute due to such breach shall be recovered from the security deposit.

The decision of the Director, NIHSAD, Bhopal (competent authority in the Institute) shall be final and binding on the contractor/agency in respect of any clause covered under the contract and any matter incidental to the contract.

# SEAL & SIGNATURE OF FIRMS REPRESENTATIVE

Full Address.....

Mobile No.....

## Annexure – II

# **UNDERTAKING**

I/We have read and understood General Terms and Conditions contained in the ICAR-NIHSAD's application form for contract. I/We do hereby declare that all the details provided in this application form are true to the best of my/our knowledge and belief and any misrepresentation of facts will render me/us liable to any action as may be deemed fit by ICAR-National Institute of High Security Animal Diseases, Bhopal.

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

I/We undertake to communicate promptly to ICAR-NIHSAD any changes in the condition or working of the firm. It is certified that we have not been blacklisted by any organization of Government of India including Central Vigilance commission (CVC) in the last three years. The undersigned is fully authorized to sign and submit this application form on behalf of the organization, he/she represent. We authorize ICAR-NIHSAD to approach individuals, employees, firms and corporations to verify our competence and general reputation.

Signature:
Name:
Designation:
Address:

Place: - ..... Dated: - .....