



EPABX Tel. No. 0755-2757542, 2750647, FAX: 0755-2758842, Website: [www.nihsad.nic.in](http://www.nihsad.nic.in)

**F. No. 9-165/21-22/NIHSAD (P&S)**

**Dated: - 21.03.2022**

**TENDER NOTICE**

Online Bids are invited from reputed & interested firms for **AMC of Horticulture Work** at ICAR Unit, NIHSAD, Bhopal for a period of one year, extendable by one more year subject to mutual agreement, as per its requirement. A demand Draft/FDR of Rs. **50, 000/- (Rupees Fifty Thousand Only)** as earnest money deposit (EMD) is to be made in favour of ICAR Unit, NIHSAD, Bhopal and may be addressed to Director, ICAR-NIHSAD, Bhopal.

1.	Details of Tender Deposits: -	
	Earnest Money Deposit	Rs. 50,000/- in shape of DD/FDR in favour of ICAR Unit, NIHSAD, Bhopal
	Security Deposit	3% 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	<b>2022_DARE_679822_1</b>
Tender No.	<b>No. 9-165/21-22/NIHSAD (P&amp;S)</b>
Name of Organization	<b>ICAR-National Institute of High Security Animal Diseases, Bhopal - 462022</b>
Date and Time for issue/Publishing	21.03.2022 on 06:00 PM
Document Download/Sale Start Date and Time	23.03.2022 on 11:00 AM
Pre Bid Meeting Date & Time	<b>05.04.2022 on 11:30 AM</b>
Bid Submission Start Date and Time	23.03.2022 on 11:30 AM
Bid Submission End Date and Time	20.04.2022 on 05:00 PM
Technical Bid Opening Start Date and Time	22.04.2022 on 11:30 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: - <a href="http://www.nihsad.nic.in">www.nihsad.nic.in</a>

**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**



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**F. No. 9-165/21-22/NIHSAD (P&S)**

**Dated: - 21.03.2022**

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.)

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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/-** 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 along with 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 or 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 documents 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 warrant 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 along with technical bid.
  7. Tenders will be opened (Technical bids) online by the authorized officer(s) on **22.04.2022 at 11:30 AM**. 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 tenderers.
  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 current rates of wages and statutory contributions on person's wages as notified by the Central Govt. (Ministry of Labour and employment, Govt. of India; for the employees**

employed in Agriculture; Category B city) will be paid and it will be revised and communicated by ICAR-NIHSAD, Bhopal from the dates of statutory revision in wages and statutory contribution from time to time. While the monthly rates of wages etc. will be considered for total value of the contract, the rates for the same shall not be quoted in the financial bid. Hence, the bidder shall quote 'Any other AMC charges per month (Sr. No. 1.02) and 'Agency service charges' (Sr. No. 1.03) per month only exclusive of GST. There will not be any increase in the service charges/other AMC charges quoted by the firm during the contract period. Wages component of monthly bills will be paid on actual attendance basis.

The successful firm/bidder shall submit a notary affidavit on a stamp paper of appropriate value (Rs. 500/-) to the effect that the firm undertake to pay minimum rates of wages to the persons engaged as per applicable orders of Central Govt. (Ministry of Labour, Govt. of India) and to enhance the rates, as and when it is revised as well as the statutory contributions due w.r.t. VDA, EPF, ESI, etc.

14. One day weekly rest shall be provided to each worker engaged.
15. A substitute shall be provided in case of any manpower absents himself. If substitute is not provided, daily rate of wages etc. shall be deducted from the bill for the month. If the firm fails to provide a substitute within 3 days, a penalty clause will be imposed, besides deduction of daily wages.
16. 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.
17. Service Charges are to be mentioned separately by the Tendering Firm.
18. 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.
19. In accordance with O.M. No. 29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance and order 31/14/1000/2014-GA dated 17.09.2014 issued by Ministry of Commerce & Industry, service charges/administrative charges quoted by the bidder necessarily has to be over and above zero percent of the total value of contract.
20. The successful bidder may be asked to provide a breakup of the quote in the format of the scope of work.
21. Decision of Director, ICAR-NIHSAD shall be final for any aspect of the contract and binding on 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.
22. 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.
23. 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.

24. 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.
  25. 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.
  26. The contract shall be for a period of one year. But may be extended up to one more year subject to satisfactory performance at ICAR-NIHSAD on mutual agreement.
  27. Successful Bidder/tenderer will have to enter into a detailed contract agreement with ICAR-NIHSAD on **non-judicial stamp paper of 0.25% value of Total contract cost (subject to condition that minimum value of stamp will be Rs. 500.00 and maximum value of stamp will be Rs. 25,000/-) or appropriate value as per Rules in force.**
  28. 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 EPF Registration.
    - c. Scanned copy of Proof of required 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 certificates of startups / MSE (Micro & Small Enterprises) in related service/business, if applicable. The Startups & MSE 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 proof of average minimum annual turnover requirement
    - i. Scanned copies of Income tax and GST Registration.
    - j. Scanned copy of PAN card.
    - 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 along with 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, should  
be quoted in all communications to this  
office

TelephoneNo. :  
FAX/MobileNo. :  
E-Mailaddress :

From

To

**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.

Occupation \_\_\_\_\_ (along with Address Proof)

Mobile

Address \_\_\_\_\_

Signature of witness to contractor's signature  
Address:

Name & Signature of Witness:  
Address:

**Signature of the tenderer.....**

**SCHEDULE****-I****SCHEDULE TO TENDERS**

## Part – I

<b>1.</b>	Name of the Firm/Agency	
<b>2.</b>	Full Address with PIN Code Telephone No. /Mobile No.	
<b>3.</b>	<b>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</b>	
<b>4.</b>	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.	
<b>i)</b>		
<b>ii)</b>	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.	
<b>iii)</b>	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.	
<b>5.</b>	Name and full address of the Banker	
<b>6.</b>	Permanent Income Tax (PAN) no./Circle/Ward	
<b>7.</b>	Any other relevant information	

Signature of the tenderer.....



**Part – II**

8.	Earnest money Deposited:	Yes
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**Part – III**

9.	Name and Address of the firm's representative and whether the firm would be representing at the opening of theTenders	
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10.	Name of the Permanent Representative visiting NIHSAD, Bhopal regarding the contract	
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**Date:-**\_\_\_\_\_

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

**AUTHORISED SIGNATORY**

## 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. along with valid certified copy thereof		
5	EPF Registration No. along with 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	Scanned copy of proof of relevant experience. The firm should have experience in landscaping, horticulture, field, farm, maintenance of lawns/nursery etc. evidenced by documents of successfully carrying out at least 3 contracts of one year duration each during the last 6 years. For start-up firms, the experience in the relevant field will be relaxed to 2 works of at least 6 months duration. Experience of working with ICAR/GOI/State Government, Autonomous bodies under GoI, Public sector undertaking only will be preferred & considered. (Attach supportive documents - <b>Experience certificate/performance certificate is required to be submitted. Providing only work orders will not be considered</b> )		
8	Scanned copy of proof of turnover requirement. The minimum average annual turnover of the firm should not be less than 25 lakhs (Rupees twenty five lakhs only) during last three financial years. For startups firms, the minimum annual turnover requirement will be relaxed to 10 lakhs (Rupees ten lakhs only) during the last financial year. <b>(Copies of proof of turnover for last three years duly certified by the chartered accountant should be furnished.)</b>		
9	Other related documents, photocopy of Banker details along with 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	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 5 years).**

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

**(Authorized Signatory)**

**Schedule - II****Scope of work**

THE DETAILS OF THE HORTICULTURAL WORK TO BE CARRIED OUT AT NIHSAD (institute premises and residential campus).

Manpower to be offered	-	Supervisor	-	One (1)
		Trained malies	-	Two (2) (for Office side & Residential campus side)
		Workers/Labourers	-	12 workers (Unskilled)
S. No.	Item			Quantity or area of work (approx.)
1	Caring (including sprinkling of water) and maintenance of Lawn including replacement of damaged areas for Carpet Grass lawns			
1a	Inside Director's Bungalow premises.			255 Sq. m
1b	In front of Guest House circular area –			36 Sq. m
1c	In front of Administrative Block at two locations			806 Sq. m
1d	At entrance to laboratory			12 Sq. m
2	Caring (including sprinkling of water) and maintenance of Lawn including replacement of Lawn Grass			
2a	In front of Administrative Block up to Nala Area			963 Sq. m
2b	Behind punching/check post (in between check post and lab building)			924.60 sq m
2c	In front of SPF building			9.46 sq m
2d	In front of EM unit			146 sq m
2e	Children's park in colony			1350 Sq. m.
2f	Around BSL-2 lab			1000 Sq. m
3	Watering/caring & maintenance of rose garden cum duba grass lawn in front of guest house extension.			75 sq.m.
4	Caring (including sprinkling of water) and maintenance of planted trees & shrubs/ hedges on either side of roads in residential and laboratory campuses including replacement of damaged plant.			(450 RM + 1010 RM) = 1460 RM
5	Caring (including sprinkling of water) and maintenance of pot plants (daily) and painting of pots (twice a year –in July and December)			130 no.
6	Planting of good quality seasonal flowers plants and their watering, care and maintenance in laboratory and residential colony premises. Names of seasonal plants should be mentioned in the tender quote.			315 Sq. m
7	Caring (including sprinkling of water) and maintenance of planted rose and flower beds, including replacement of damaged plants in			295 sq m

	laboratory and residential colony premises	
8	Cutting & cleaning of grass, weeds, bushes etc. up to 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.	(1507 + 513) = 2020 RM
9	Caring (including sprinkling of water) and maintenance of planted trees in Office& Colony side.	Around 6000 trees including Teak, Guava, Mango, Awala, custard apple, Jamun, etc. are present inside the campus
10	Cutting/ cleaning and removal of weeds, grasses, bushes etc. in between planted trees in Office& colony side–To be carried out at monthly interval	Within 90 acre land
11	Application of agricultural soil mixed with farmyard Manure/fertilizers/pesticides for lawn, pots, flowers beds, root shoot hybrid trees, etc.	**
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. <b>In case of non-supply of uniform (including dress, shoes and gumboot etc.) to the deployed workers, the penalty of Rs. 1000/- per uniform/per set will be imposed</b>

Note:-

**\*\* Farmyard manure & agricultural soil, fertilizers and pesticides will be provided by NIHSAD, Bhopal. The application part to the required area will be done by the workers under this contract.**

- The Contractor has to provide One Supervisor, Two Malies (one each for Office side & Residential campus side) and 12 workers to carry out the above mentioned works.**
- 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. Watering should not be done directly using wide bored hoses from water tankers.**
- All the necessary gardening tools such as rubber hose pipe for watering, lawn mower, sprinklers; uniform, shoes, gumboot, etc. shall be provided by the contractor. Bidders should consider all these expenditures before quoting the “other charges” in the BOQ.**

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

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

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 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.
3. 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 lump sum 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.
4. 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.
5. 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.
6. The service provider/contractual staff should have adequate literary knowledge to cope up with the smooth operation of work.
7. 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.
8. The contractor must employ adult security staff preferably 21 to 58 years of age group only. Employment of the child labour shall lead to the termination of the Contract.
9. Any change in service provider or contractual worker should be done in consultation with NIHSAD authority. Abrupt and unjustified changes will not be accepted.
10. 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.
11. 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.
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 before 10<sup>th</sup> of each month, right from the first month onwards.
  - B. The contractor then shall submit the claims of such payments to the institute along with proof of BANK TRANSFER, payment towards EPF (both employees and employer's share), ESI, Service Tax and other statutory payment etc. The mode of payment and challans etc. should be transparent so as to prove their authenticity. In case of quarterly payment such proof shall be submitted in subsequent month.
  - 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 along with 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, wages are revised during April and October every year. NIHSAD will pay any extra money to the contractor for such revisions but shall ensure that revised wages are paid to them at stipulated dates.
18. 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.
19. 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. Statutory registration and clearances**

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. Statutory obligation**

Contractor shall engage only adult workers (in the age group of 21 years and 58 years).

Contractor shall observe local laws as far as possible.

In case a contractor deploys women worker obligation under women's law should be followed.

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

PF & ESI contribution of workers engaged shall be paid by the contractor as per laws/ rules in force & shall produce papers/ records whenever asked to do so.

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.

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**

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

It is responsibility of contractor to undertake necessary care and make arrangement for transportation and the treatment of his worker.

Contractor should assist and guide his workers.

### **6. Supervision**

Contractor shall engage the required 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**

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. Safety and disciplinary action**

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.

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

Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities at short notice.

Contractor shall provide full particulars of each worker deployed by him before start of the work from time to time.

**CHECK LIST (TECHNICAL BID)**  
**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 EPF and ESI Registration certificates.		
3.	Scanned copy of proof of relevant experience. The firm should have experience in landscaping, horticulture, field, farm, maintenance of lawns/nursery etc. evidenced by documents of successfully carrying out at least 3 contracts of one year duration each during the last 6 years. For start-up firms, the experience in the relevant field will be relaxed to 2 works of at least 6 months duration. Experience of working with ICAR/GOI/State Government, Autonomous bodies under GoI, Public sector undertaking only will be preferred & considered. (Attach supportive documents - <b>Experience certificate/performance certificate is required to be submitted. Providing only work orders will not be considered</b> )		
4.	Scanned copy of DD/FDR of earnest money deposit (EMD) and tender cost form.		
5.	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.		
6.	Scanned copy of valid Contractor License		
7.	Scanned copy of proof of turnover requirement. The minimum average annual turnover of the firm should not be less than 25 lakhs (Rupees twenty five lakhs only) during last three financial years. For startups firms, the minimum annual turnover requirement will be relaxed to 10 lakhs (Rupees ten lakhs only) during the last financial year. <b>(Copies of proof of turnover for last three years duly certified by the chartered accountant should be furnished.)</b>		
8.	Scanned copies of Income tax and GST registration.		
9.	Scanned copies of PAN card.		
10.	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 along with EMD.		
11.	Only those firms who qualify in the technical bid will be considered for financial bid.		
	<b>Financial bid (BOQ) should be uploaded separately.</b>		

**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**

**Schedule – III****Financial Bid (BOO) should be filled & uploaded separately**

To

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

Sir,

I/We submit our tender with respect to financial bid for work/job contract for Operation & Maintenance of Office/Laboratory/Engineering Errands Services at NIHSAD, Bhopal and my/our rate is as follows which may be read with reference to Schedule – II: -

<b>Financial Bid (BOQ)</b> <b>(For reference purpose only and not to be filled with technical bid)</b>				
Tender Inviting Authority: Director, ICAR-NIHSAD, Bhopal Name of Work: AMC of Horticulture Works Contract No: NIHSAD/9-165/21-22/P&S				
Name of the Bidder/ Bidding Firm / Company :				
<u>PRICE SCHEDULE</u>				
NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words
1	2	7	8	10
1	Work contract			
1.01	Total monthly rate of wages including statutory contributions as per actuals	<b>Not to Quote</b>	<b>Not to Quote</b>	<b>Not to Quote</b>
1.02	Other charges per month in INR ( <b>Wages and GST not to be quoted here</b> )		0.00	INR Zero Only
1.03	Agency service charges per month exclusive of GST (Amount in INR)		0.00	INR Zero Only
1.04	GST as applicable per month (Amount in INR)	<b>Not to Quote</b>	<b>Not to Quote</b>	<b>Not to Quote</b>
Total in Figures			0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only		

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 spirit.

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**

**Schedule – III (A)****A. Guidelines for filling financial bid and BOQ evaluation criteria:**

- 1. Financial Bid (BOQ) should be filled & uploaded separately**
2. Since the monthly rates of wages including statutory contributions (EPF, ESI, etc.) and applicable GST on the taxable items will be paid as per actual as per the Govt. of India rules and will be same for all, there is no provision in the BOQ for filling the rates for wages and GST. Hence, this wages component need not be quoted in the BOQ.
- 3. Hence, the bidder shall quote ‘Any other charges per month’ (Sr. No. 1.02) and ‘Agency service charges’ (Sr. No. 1.03) per month only exclusive of GST. Such rates quoted by the firm in the financial bid shall commensurate with the scope of work under AMC, administrative & supervisory efforts required for executing the contract.**
- 4. If any firm quotes the ‘Agency service charges’ and ‘other charges’ as Zero/Nil or unfeasible as per the scope of work under contract, it will be treated as an invalid quote and rejected even if the firm/bid is otherwise technically qualified.**
5. The financial bid of the responsive bidders will be evaluated and lowest (L1) bid will be decided on the basis of value of monthly rates of other charges & ‘Agency Service Charges’ only (Sr. No. 1.02 and 1.03 only). However, the monthly rates of wages including statutory contributions and applicable GST etc. will be considered for estimating total value of the contract.
6. In case of a tie in financial evaluation, the firm having more experience/performance of providing horticulture services in Central/State Govt./PSU’s/Autonomous bodies under GoI shall be considered for the award of contract.
7. In case of a tie in experience also, the firm currently having more number of employees registered with EPF/ESI (as evidence by the submitted challans and vouchers) will be considered as L1 bidder for award of contract.
8. The current rates of wages and statutory contributions on person’s wages as notified by the Central Govt. (Ministry of Labour and employment, Govt. of India; for the employees employed in Agriculture; Category B city) will be paid and it will be revised and communicated by ICAR-NIHSAD, Bhopal from the dates of statutory revision in wages and statutory contribution from time to time.

**Liquidated Damage Clauses/Penalty Clause**

1. In case of deficiency of services, pro-rata deduction of amount on the services not provided will be made after due hearing to the contractors explanation by the Director of the Institute.
2. The firm will not charge placement charges on any other account from the manpower deployed with the 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 their manpower on any account.
3. 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.
4. In case of defaults in providing substitute manpower as required, a penalty of Rs. 500/- per worker per day will be deducted from the bill.

**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 be 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: -.....