

# भाकृअनुप . राष्ट्रीय उच्च सुरक्षा पशुरोग संस्थान ICAR-National Institute of High Security Animal Diseases

आनंद नगर भोपाल - 46022 म. प्र. भारत Anand Nagar, Bhopal - 462022 (M.P.), India Website: www.nihsad.nic.in



F. No. 9-159/20-21/NIHSAD (P&S)

#### **TENDER NOTICE**

Dated: - 29.01.2021

Online Bids are invited from reputed & interested firms for Work/Job Contract for **AMC** of Watch & Ward Services 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. 2,00,000/- 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. 2,00,000/- (Two Lakhs Only)       |
|    | Security Deposit              | 3% of the total value of the contract |

#### **Tender Schedule** (Critical date sheet)

| Tender id                                  | 2021_DARE_612788_1                                |
|--|---|
| Tender No.                                 | F. No. 9-159/20-21/NIHSAD (P&S)                   |
| Name of Organization                       | ICAR-National Institute of High Security          |
|  | Animal Diseases, Bhopal – 462022                  |
| Date and Time for issue/Publishing         | 30.01.2021 at 06:00 PM                            |
| Document Download/Sale Start Date and Time | 01.02.2021 at 10:00 AM                            |
| Pre Bid Meeting Date & Time                | 04.02.2020 at 11:30 AM                            |
| Bid Submission Start Date and Time         | 01.02.2021 at 11:00 AM                            |
| Bid Submission End Date and Time           | 27.02.2021 at 05:00 PM                            |
| Technical Bid Opening Start Date and Time  | 01.03.2021 at 11:30 AM                            |
| Price Bid Opening Start Date and Time      | Will be intimated after scrutiny of technical bid |
| Address for Communication                  | Director, ICAR-NIHSAD, Anand Nagar,               |
|  | Bhopal – 462022 (M.P.)                            |
|  | Website: - www.nihsad.nic.in                      |

On-line bids are invited under two-bid system (containing technical bid & financial bid) through e-procurement system of CPPP from registered/well-established /reputed firms for a period of one year and extendable by one more year subject to satisfactory performance at ICAR-NIHSAD, Bhopal.

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

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.

(PS Sunil Kumar) Adm. Officer ICAR-NIHSAD, Bhopal Phone No. 0755-2754672



# भाकृअनुप . राष्ट्रीय उच्च सुरक्षा पशुरोग संस्थान ICAR-National Institute of High Security Animal Diseases

आनंद नगर भोपाल - 46022 म. प्र. भारत Anand Nagar, Bhopal - 462022 (M.P.), India Website: www.nihsad.nic.in



Dated: - 29.01.2021

F.No. 9-159/20-21/NIHSAD (P&S)

INVITATION TO ONLINE TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR AMC OF WATCH & WARD SERVICES FOR A PERIOD OF ONE YEAR ON JOB/ WORK CONTRACT BASIS AT ICAR-NIHSAD, BHOPAL AND EXTENDABLE BY ONE MORE YEAR SUBJECT TO SATISFACTORY PERFORMANCE OF THE VENDOR AND MUTUAL AGREEMENT.

| From: - | Director, ICAR-National Institute of High Security Animal Diseases Anand Nagar, Phone 1 462022 (M.P.) |
|---------|---|
| То      | Bhopal – 462022 (M.P.)  |
|         |   |

Dear Sir(s),

Online Tender are hereby invited on behalf of the Director, ICAR-NIHSAD, Bhopal for AMC of WATCH & WARD SERVICS FOR A PERIOD OF ONE YEAR ON JOB/WORK CONTRACT BASIS AT ICAR-NIHSAD, BHOPAL AND EXTENDABLE BY ONE MORE YEAR SUBJECT TO SATISFACTORY PERFORMANCE OF THE VENDOR AND MUTUAL AGREEMENT.

- 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 furnish the requisite services in accordance with the requirements stated in the attached schedules.
- 2. Earnest money of Rs. 2,00,000/- must be deposited in the form of demand draft/FDR to ICAR Unit, NIHSAD, Bhopal in person 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 demand 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 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 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. 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.
- 7. 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.
- 8. Online tenders are invited under two-bids systems through e-procurement system. EMD must be deposited with Director, ICAR-NIHSAD during working hours i.e. 10:00AM to 5:00 PM on all working days (except Saturday, Sunday and Gazetted Holidays) before the last date/time for submission of bids, failing which bids will not be accepted. EMD must be in the form of Demand draft/FDR in favour of ICAR Unit, NIHSAD, Bhopal.
- 9. Tenders will be opened online by the authorized officer(s) on **01.03.2021 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.
- 10. 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 tenders.
- 11. 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.
- 12. An amount equivalent to 3% 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.
- 13. No interest on security deposit and earnest money deposit shall be paid by the NIHSAD to the tenderer.
- 14. The bid validity period is 180 days from the date of opening of technical bid.
- 15. The current rates of wages and statutory contributions on person's wages as notified by the Central Govt. (Ministry of Labour, Govt. of India) will be paid and it will be further revised and communicated by ICAR-NIHSAD, Bhopal from the dates of statutory revision in wages and statutory contribution from time to time. However, there will not be any increase in the service charges quoted by the firm during the contract period. 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.
- 16. 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.
- 17. Any liability regarding payment of wages to the persons arising due to non compliance with any provisions of the Labour laws or due to any human loss/injury during the course of work will be the sole responsibility of the contractor.
- 18. Monthly payment to the firm will be based on the payment of wages etc. as per actuals as per manpower provided, agency service charge, and GST as applicable. No other amount is to be retained by the service provider out of the minimum wages, EPF, ESI etc. as mandated by the statutory provisions on the subject.
- 19. The Goods & 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.
- 20. Weekly rest shall be provided to each worker engaged. 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.
- 21. The firm should be registered with EPF, ESI, GST, Labour License & PAN with the concerned authorities & shall comply with all relevant laws & the rules made there under viz. Income tax, ESI Act, PF Act, Factory Act and Contract Labour act.
- 22. The Firm will not charge placement charges or any other charges 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 from the manpower on any account.
- 23. Income Tax (TDS) which is as per the rules of the GOI shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.
- 24. 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 17.9.2014 issued by Ministry of Commerce & Industry, bids quoting 'Nil' consideration/service charges shall be treated as unresponsive and will not be considered.
- 25. 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, 196 as amended from time to time.
- 26. Acceptance by the Director, ICAR-NIHSAD will be communicated by fax/express letter/mail 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/mail etc. should be acted upon immediately.
- 27. 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.
- 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 tender.

- 29. Successful Bidder/tenderer will have to enter into a detailed contract agreement with ICAR-NIHSAD on **non-judicial stamp paper worth Rs. 500.00** or appropriate value as per Rules inforce.
- 30 The firm should have local office at Bhopal for direct communication.
- 31. The following documents/vouchers are required to be uploaded with the technical bid (Schedule–I & II): -
- a. Scanned copy of DD/FDR of earnest money deposit (EMD) or its exemption (MSME/NSIC etc.) if any.
- b. Scanned copy of the valid License for operating Security Service in Madhya Pradesh as per Private Security Agencies Act (PSARA) Rules 2005 and 2009.
- c. Scanned copy of Registration Certificate of the firm as per Indian companies Act, 1956 or Indian Partnership Act, 1932.
- d. Scanned copy of License under the Contract Labour (Registration & Abolition) Act, 1970.
- e. Scanned copies of EPF and ESI Certificate issued by the local Government.
- f. Scanned copy of numbers of Staff registered under ESI & EPF separately. Documentary proof of vouchers may be attached.
- g. Scanned copies of MSME/NSIC (in related service/business), if applicable. The MSME/NSIC firms are exempted from EMD subject to submission of their valid registration certificate.
- h. Scanned copy of experience of providing AMC services for Watch & Ward Services in Central Govt./Autonomous bodies/Corporations/State Govt./PSUs/Reputed public organizations for at least 3 works of one year duration each in last 5 years (2015-2020) in Govt./PSU/autonomous bodies/reputed private organizations. (Scanned copy of experience certificates to be uploaded)
- i. Scanned copy of audited balance sheet of the firm to fulfill the requirement of minimum average turnover of the firm not less than Rs. 55, 00, 000/- (Rupees Fifty Five Lakhs Only) for 3 years in the last five years.
- j. Scanned copy of Income tax and GST registration certificates.
- k. Scanned copy of Audited Balance Sheet of the firm for 3 years in last five financial years by the Chartered Accountant.
- 1. Scanned copies of PAN Number.
- m. Scanned copy of an 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**.
- n. Only those firms who qualify in the technical bid will be considered for financial bid.
- o. 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 – 462 022 (M.P.)

# TENDER FOR THE AMC OF WATCH & WARD SERVICES 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   |  |
| Telephone No. :  |  |
| FAX/Mobile No.   |  |
| E-Mail address :<br>From   |  |
| То   |  |
| <b>The Director,</b> National Institute of High Security Animal Dise Bhopal – 462 022 (M.P.) | eases,   |
| I/We have read all the particulars regarding the conditions of the contract for              | and agree to provide the services as ereof as you may specify in the acceptance of the and I/we agree to hold this offer open till 120 days in the event of award of the Contract. The dispatched within the prescribed time. For the contract and shall provide the best services in a part of this Tender. The Schedules-I, II and II signature and the office seal. |
|  | Signature & Seal of the Tenderer<br>Telephone No. Office   |
| Name of the Witness  |  |
|  | Resi.  |
| Occupation(alongwith Address Proof)  |  |
| Address  | Mobile   |
| Signature of witness to contractor's signature Address:                                      |  |
| Name & Signature of Witness:   |  |
| Address:   | Signature of the tenderer  |
|  |  |

# $\underline{SCHEDULE-I}$

# **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)<br>Indian Companies Act, 1956 Indian<br>Partnership Act, 1932 (Please give names of<br>partners) Any other Act, if not, the owners  |  |
| 4.<br>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.       | Your Permanent Income Tax (PAN) no./Circle/Ward   |  |
| 7.       | Any other relevant information  |  |

| <b>Signature</b> | of | the | tender | er |  |
|------------------|----|-----|--------|----|--|
|                  |    |     |        |    |  |

|             | Part – I   | I   |
|-------------|--|-----|
| 8.          | Earnest money Deposited:   | Yes |
|             | Part – II  | П   |
| 9.          | Name and Address of the firm's representative and whether the firm would be representing at the opening of the Tenders |     |
| 10.         | Name of the Permanent Representative visiting NIHSAD, Bhopal regarding the contract                                    |     |
| Dat<br>Plac |  |     |

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**AUTHORISED SIGNATORY** 

# PART – IV

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

| Sr. | Documents required   | Yes/No | Page No. |
|-----|--|--------|----------|
| 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 three 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 should not be less than 55         |        |          |
|     | Lakhs (Rupees Fifty Five Lakh Only) during 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 |  |
|--------------|--------------|--|
| Signature or | me temaerer  |  |

# Annexure – I

Details of the experience of three completed years (during last 5 years).

|     | <u>Details of the experience of three completed years (during last 5 years).</u> |      |     |              |         |
|-----|--|------|-----|--------------|---------|
| Sr. | Name of the Deptt.   | Per  | iod | No. of Staff | Remarks |
| No. | Organization & Name of   |      |     | deployed     |         |
|     | Contact Person with Ph. No.  |      |     |              |         |
|     |  | From | To  |              |         |
| 1.  |  |      |     |              |         |
| 2.  |  |      |     |              |         |
| 3.  |  |      |     |              |         |
| 4.  |  |      |     |              |         |
| 5.  |  |      |     |              |         |
| 6.  |  |      |     |              |         |
| 7.  |  |      |     |              |         |
| 8.  |  |      |     |              |         |
| 9.  |  |      |     |              |         |
| 10. |  |      |     |              |         |
| 11. |  |      |     |              |         |
| 12. |  |      |     |              |         |
| 13. |  |      |     |              |         |

| (  | Authorized | Signatory)  |
|----|------------|-------------|
| ١, | Aumonizcu  | Digitator v |

| 1.        | Buildings and their locations: ICAR –National Institute of High Security Animal Diseases, Hathai kheda Road, Anand Nagar, Bhopal -462022. The Watch and Ward (Security) Security Like Contract in a principal to a few and the grant of ICAR NILISAR |                                  |                               |  |  |  |
|-----------|--|----------------------------------|-------------------------------|--|--|--|
|           | (Security) Services Job Contract is required to safe guard the properties of ICAR-NIHSAD   |                                  |                               |  |  |  |
|           | Campus at present.   |                                  |                               |  |  |  |
|           | (Security Agencies are requested to visit and survey the Institute campus for estimating the security check places)  |                                  |                               |  |  |  |
| 2.        | Services Required  | <i>(S)</i>                       |                               |  |  |  |
| 2.        | <u> </u>   | out owns skilled) or             | non detail below one to be    |  |  |  |
|           | Security personnel services (without arms skilled), as per detail below are to be manned as per the important Security/check posts:-   |                                  |                               |  |  |  |
| C .       |  | -                                | NI Cala I and Am              |  |  |  |
| Sr.       | Security Places  | Requirement                      | No. of check points           |  |  |  |
| No        | Main Gate entrance   | Round-the-clock                  | 1 for each shift              |  |  |  |
| 1.<br>2.  |  | Round-the-clock  Round-the-clock | 1 for each shift              |  |  |  |
| 3.        | Main Institute/Laboratory Building Institute Boundaries (Patrolling)   | Round-the-clock                  | 1 for each shift              |  |  |  |
| <b>4.</b> | Residential Gate   | Round-the-clock                  | 1 for each shift              |  |  |  |
| <b>5.</b> |  |                                  |                               |  |  |  |
| <b>6.</b> | Residential Area Round-the-clock 1 for each shift  Guest House Round-the-clock 1 for each shift  |                                  |                               |  |  |  |
| U.        | i.e. 6 Points x 3 Shift = 18   |                                  |                               |  |  |  |
|           | & Supervision $= 1$  |                                  |                               |  |  |  |
|           | $\frac{\text{Counts}}{\text{Total (Points)}} = 19$   |                                  |                               |  |  |  |
|           | The entire open area and the built up area will have to be maintained from security angles.  |                                  |                               |  |  |  |
|           | Complete security of the Campus (Laboratory and Residential Premises), Buildings and its   |                                  |                               |  |  |  |
|           | properties shall be responsibility of the approved contractor who shall be held accountable  |                                  |                               |  |  |  |
|           | for any loss of property/material etc. from within the building/campus as per the details  |                                  |                               |  |  |  |
|           | given below: -   |                                  |                               |  |  |  |
| a.        | The selected agency shall provide necessary persons for Security Services, Job Contract at   |                                  |                               |  |  |  |
|           | the institute strictly as per the <b>cha</b>   |                                  |                               |  |  |  |
|           | mentioned in the tender form. The  | 0                                | 1 0                           |  |  |  |
|           | shall be followed. The agency shall  | 1 0                              | *                             |  |  |  |
|           | records, preferably within the age gro   | oup of 21 to 50 years to         | carry out the job contract.   |  |  |  |
| i         | The guard should be atleast 8 <sup>th</sup> cla  | acc pacc and able to c           | ommunicate in Hindi read and  |  |  |  |
| 1.        | understand basic English.  | iss pass and able to c           | ommunicate in Timor, read and |  |  |  |
| ii.       | Preference should be given to Ex-ser   | viceman or from equiva           | alent services                |  |  |  |
| iii.      | Should have undergone basic train  |                                  |                               |  |  |  |
| iv.       | He should have minimum security se   |                                  |                               |  |  |  |
| v.        | The guard should have sound health   |                                  |                               |  |  |  |
| b.        | In case any of the personnel so engag  |                                  |                               |  |  |  |
|           | the Institute shall have the right to ask for its replacement without giving any reason there of   |                                  |                               |  |  |  |

|    | and the accuracy shall have to maile as such managers immediately.                              |
|----|---|
|    | and the agency shall have to replace such persons immediately.                                  |
| c. | Necessary enlisting/police verification of the firm and its workers is also required.           |
| d. | The personnel engaged by the agency for this job contract will not be employee of the           |
|    | Institute and there will be no employer-employee relationship between the institute and the     |
|    | personnel so engaged by the contractor.   |
| e. | The agency shall be wholly responsible for making payment of monthly wages and other            |
|    | admissible allowances to the personnel. Minimum wages & VDA, as prescribed by the               |
|    | Deputy Chief Labour Commissioner (Central), Jabalpur Division, Ministry of Labour &             |
|    | Employment, Government of India, from time to time shall be payable to the personnel            |
|    | deployed on job contract to this institute by the Selected Agency.                              |
| f. | The guard should perform one shift per day, double duties are not allowed. The maximum          |
|    | working hours for a guard should not exceed 12 per day and 60 hrs a week.                       |
| g. | One reliever has to be employed over 6 persons employed to permit one compulsory weekly         |
|    | off to the staff employed, accordingly appropriate provision of number of relievers to be       |
|    | included.   |
| h. | The shift in-charge will maintain all the registers which are kept at main gate and other       |
|    | points.   |
| i. | The Institute shall not directly or indirectly engage any personnel of the agency during the    |
| _  | period of contract.   |
| j. | The contractor will discharge all his legal obligations in respect of the workers/supervisors   |
|    | to be 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. The contractor shall indemnify and      |
|    | keep indemnified the Institute 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. The     |
|    | security/allied services staff should follow strict attendance and alternative arrangements are |
|    | to be made by the agency whenever anyone of staff is to go on leave under intimation to         |
|    | Security Incharge of the institute. No security guard will be replaced/changed without the      |
|    | consent/intimation of NIHSAD Authority.   |
| k. | All the personnel deployed will perform their duty in proper uniform and will maintain a        |
|    | smart turn out.   |
| 1. | The agency shall, at its own cost, provide suitable uniforms with shoes (with additional        |
|    | seasonal requirement like overcoat in winters and raincoats in rainy season) to the personnel   |
|    | with identity cards. Logo and name of the firm should be clearly embroidered on uniform.        |
|    | Also, the guards should be provided with whistle, 4 cell torch, lathi, gumboots etc.            |
| m. | The agency shall provide Communication Facilities, Metal Detector and Vehicle Mirror for        |
|    | smooth functioning of Security Services Job Contract.   |
| n. | The visitors should be provided with wearable visitor cards during his visit in the campus.     |
| 0. | Additional guards have to be deployed during the important meetings/seminars/visits of          |
|    | dignitaries as and when required.   |
| p. | The tenderer will also have to furnish particulars relating to Income Tax clearance             |
|    | certificates, turnover, infrastructure status etc.  |

| q. | The Contractor shall not sub-let the contract.   |  |  |
|----|--|--|--|
| r. | If the number of guards /supervisor(s) are found less than the minimum required under the      |  |  |
|    | contract a penalty of Rs 2000/- per guard/supervisor per shift will be deducted from the bill. |  |  |
| s. | The agency shall have to provide a working Telephone number which can be attended              |  |  |
|    | anytime in 24 hours for contact  |  |  |
| '  | LOSSAND/ORDAMAGES:-  |  |  |
|    | In case of any loss or damaged one to the property of the Institute by the personnel provided  |  |  |
|    | by the agency for security duties at entire campus, full damages will be recovered from the    |  |  |
|    | Agency and decision of the Director, NIHSAD shall be a binding on agency.                      |  |  |

# CHARTER OF DUTIES FOR SECURITY SERVICES JOB CONTRACT AT ICAR-NIHSAD, BHOPAL DETAILS

| report to shift incharge or officer concerned.  (b) Ensure that non authorized persons or vehicle get entry into the guarded premises in a irregular manner.  (c) Any visitor should be allowed inside the campus only after permission from the NIHSAE staff for entry. Compulsory entry of the identities of the visitors should be made in visitors registers and visitors card should be issued to them at the time of entry. It should be ensured that visitors are wearing visitor's card all the time during their stay in premises.  (d) Ensures safe custody of keys  (e) Proper entries are to be made while handing over keys to any staff of NIHSAD and whil taking over too.  (f) Regulate traffic and ensure proper parking of vehicles.  (g) Conduct continuous patrolling of the entire institute campus, including residential area an boundaries along the specified beats and its surrounding area.  (h) No stray cattle/dogs get access to the guarded area. It is duty of security guards to keep ther away front he premises. If fail to do so, penalty clause may be imposed.  (i) Should be vigilant all the time and check pilferage and implementation theft measures.  (j) Guards should not give lenient or casual impressions in the duties and they should be alert and attentive all the times.  (k) Guards should maintain proper decorum, good behavior and discipline for performing their duty and dealing with guests/visitors and officers/staff of the institute.  (l) Check and keep the record of all out going material through gate pass signed by the Security incharge or authorized officials of the Institute.  (n) Check/control search staff/manpower engaged by any other contract or person having access to the building.  (o) Allow no unauthorized persons, hawkers and vendors in residential buildings, guest house and hostels.  (p) Be conversant with the location of fire alarm switches and hydrant and fire extinguisher an operate the min case of need and assist the fire brigade in their operation.  (q) Allow no unauthorized persons except the staff memb           |     | DETAILS  |  |  |
|--|-----|--|--|--|
| <ul> <li>(b) Ensure that non authorized persons or vehicle get entry into the guarded premises in a irregular manner.</li> <li>(c) Any visitor should be allowed inside the campus only after permission from the NIHSAD staff for entry. Compulsory entry of the identities of the visitors should be made in visitors registers and visitors card should be issued to them at the time of entry. It should be ensured that visitors are wearing visitor's card all the time during their stay in premises.</li> <li>(d) Ensures safe custody of keys</li> <li>(e) Proper entries are to be made while handing over keys to any staff of NIHSAD and while taking over too.</li> <li>(f) Regulate traffic and ensure proper parking of vehicles.</li> <li>(g) Conduct continuous patrolling of the entire institute campus, including residential area an boundaries along the specified beats and its surrounding area.</li> <li>(h) No stray cattle/dogs get access to the guarded area. It is duty of security guards to keep ther away front he premises. If fail to do so, penalty clause may be imposed.</li> <li>(i) Should be vigilant all the time and check pilferage and implementation theft measures.</li> <li>(j) Guards should not give lenient or casual impressions in the duties and they should be alert and attentive all the times.</li> <li>(k) Guards should maintain proper decorum, good behavior and discipline for performing their duty and dealing with guests/visitors and officers/staff of the institute.</li> <li>(l) Check and keep the record of all out going material through gate pass signed by the Securit incharge or authorized officials of the Institute.</li> <li>(n) Check/control search staff/manpower engaged by any other contract or person having access to the building.</li> <li>(o) Allow no unauthorized persons, hawkers and vendors in residential buildings, guest house and hostels.</li> <li>(p) Be conversant with the location of fire alarm switches and hydrant and fire extinguisher an operate the min case of need and assist the fire brigade in their op</li></ul> | (a) | Ensure Proper locking/unlocking of all rooms, labs, auditorium, doors and windows and  |  |  |
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|  | (r) |  |  |  |
| \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\   | (s) | To report unusual events in suspicious circumstances occurring in the area of premises.  |  |  |

| (t) | To keep record of staff members who are required to it beyond office hours or attend office  |
|-----|--|
|     | on Saturdays/Sundays and Closed Holidays in a register.                                      |
| (u) | Security guards should not leave their point unless and until the reliever comes for shift   |
|     | duties, shift incharge will maintain all the registers, which are kept at concerned Section. |
| (v) | The security staff should follow codal formalities of security system while on duty.         |
| (w) | Any other items of work assigned with the approval of competent authority.                   |

#### **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 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.
- 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 50 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 or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- 14. 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.
- 15. 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.
- 16. 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, GST 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 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, 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.
- 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.
- 17. 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 security personnel (preferably in the age group of 21 to 50 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 borne 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

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 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

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. The agency shall, at its own cost, provide suitable uniforms with shoes (with additional seasonal requirement like overcoat in winters and raincoats in rainy season) to the personnel with identity cards. Logo and name of the firm should be clearly embroidered on uniform. Also, the guards should be provided with whistle, 4 cell torch, lathi, gumboots etc. This cost incurred for uniform and other accessories should be borne by the Security Agency. All such safety requirements will be provided by the contractor.

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

Contractor shall maintain neatly, completely and legible 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.      | Eligibility of the contractors: -   |        | <u> </u> |
|         | i. Scanned copy of experience of providing AMC services for Watch &             |        |          |
|         | Ward Services in Central Govt./Autonomous bodies/Corporations/State             |        |          |
|         | Govt./PSUs/Reputed public organizations for at least 3 works of one year        |        |          |
|         | duration each in last 5 years (2015-2020) in Govt./PSU/autonomous               |        |          |
|         | bodies/reputed private organizations.   |        |          |
|         | ii. The firm should have average minimum annual turnover of 55 Lakhs for        |        |          |
|         | 3 years during the last 5 financial years (Scanned copy).                       |        |          |
|         | iii. The firm should have valid Labour License, Firm Registration Certificate,  |        |          |
|         | EPF, ESI Registration Certificate, Income Tax & GST                             |        |          |
|         | Registration Certificate etc. (Scanned copy).                                   |        |          |
| 2.      | Scanned copy of the valid license for operating Security Services in Madhya     |        |          |
|         | Pradesh as per Private Security Agencies Act (PSARA) Rules 2005 and 2009.       |        |          |
| 3.      | Scanned copy of DD/FDR of earnest money deposit (EMD).                          |        |          |
|         |   |        |          |
| 4.      | Scanned copy of Registration Certificate of the firm as per Indian companies    |        |          |
|         | Act, 1956 or Indian Partnership Act, 1932.                                      |        |          |
| 5.      | Scanned copy of License under the Contract Labour (Registration &               |        |          |
|         | Abolition) Act, 1970.   |        |          |
| 6.      | Scanned copies of EPF and ESI Certificate issued by the local Government.       |        |          |
| 7.      | Scanned copy of numbers of Staff registered under ESI & EPF separately.         |        |          |
|         | Documentary proof of vouchers may be attached.                                  |        |          |
| 8.      | Scanned copies of MSME/NSIC (in related service/business), if applicable.       |        |          |
|         | The MSME/NSIC firms are exempted from EMD                                       |        |          |
|         | subject to submission of their valid registration certificate                   |        |          |
| 9.      | Scanned copy of valid Contractor License  |        |          |
| 10.     | Scanned copy of audited balance sheet of the firm to fulfill the requirement of |        |          |
|         | minimum average turnover of the firm not less than Rs. 55, 00, 000/- (Rupees    |        |          |
|         | Fifty Five Lakhs Only) for 3 years during the last five years.                  |        |          |
| 11.     | Scanned copies of Income tax and GST registration certificates.                 |        |          |
| 12.     | Scanned copy of Income Tax Returns and Audited Balance Sheet of the firm        |        |          |
|         | for last three financial year by the Chartered Accountant.                      |        |          |
| 13.     | Scanned copy of PAN Number.   |        |          |
| 14.     | 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.                              |        |          |

#### **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

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

To

The Director,

NIHSAD,

Bhopal -462022(M.P.)

Sir,

I/We submit our tender with respect to financial bid for work/job contract for AMC of Watch & Ward Services 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) |  |   |                              |                             |  |
|--|--|---|------------------------------|-----------------------------|--|
|  | ty: Director, ICAR-NIHSAD, Bhopal<br>or Watch & Ward Services<br>9-159/20-21/P&S |   |                              |                             |  |
| Name of the Bidder/<br>Bidding Firm /<br>Company:  | Bidding Firm /   |   |                              |                             |  |
|  | PRICE SCHEDULE   |   |                              |                             |  |
| NUMBER#  | TEXT #   | NUMBER#   | NUMBER#                      | TEXT #                      |  |
| Sl.<br>No.   | Item Description   | BASIC<br>RATE In<br>Figures To be<br>entered by the<br>Bidder in<br>Rs. P | Total amount in figure (Rs.) | Total amount in words (Rs.) |  |
| 1  | 2  | 7   | 8                            | 10                          |  |
| 1  | Work contract  |   |                              |                             |  |
| 1.01   | Agency service charge per month exclusive of GST(Amount in INR)                  |   |                              |                             |  |
| Total (in Figures)   |  |   |                              |                             |  |
| Quoted Rate<br>(in 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

Schedule – III (A)

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

#### A. Guidelines for filling Financial bid and BOQ evaluation criteria:

- 1. 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.
- 2. Hence, the bidder shall quote the Agency service charges (Sr. No. 1.01) per month only exclusive of GST. Such rates quoted by the firm in the financial bid shall be commensurate with the scope of work under AMC, administrative & supervisory efforts required for executing the contract.
- 3. If any firm quotes the Agency service charges as Zero/Nil or unfeasible as per the scope of work under contract, it will be treated as a invalid quote and rejected even though the firm/bid is otherwise technically qualified.
- **4.** The financial bid of the responsive bidders will be evaluated and L1 bid will be decided on the basis of value of monthly rates of Agency Service Charges only. However, the monthly rates of wages including statutory contributions and applicable GST etc. will be considered for estimating total value of the contract.
- **5.** In case of a tie in financial evaluation, the firm having more experience/Performance of supplying similar services in Central/State Govt./PSU's/Autonomous bodies shall be considered for award of contract.
- **6.** As per current rate of wages notified by Ministry of labour, Govt. of India, the currently applicable rates of wages and statutory contribution will be paid and it will be revised & communicated subsequently by ICAR-NIHSAD, Bhopal whenever it is revised & notified by Ministry of Labour, Govt. of India during the contract period.

# **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. In addition, 10% penalty would be charged after giving 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 the 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. If the number of guards /supervisor(s) are found less than the minimum required under the contract a penalty of Rs 2000/- per guard/supervisor per shift will be deducted from the bill.

#### **RISK CLAUSE: -**

The Agreement of the contract can be terminated with two month notice from either side on the technical issues beyond logical solutions. However, in case of Service Provider/Contractor issuing notice, the expenses incurring due to such breach shall be recovered from the security deposit or pending bills or by raising a separate claim.

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.

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

The Director, ICAR-NIHSAD reserves the right to reject any or all tenders in whole or in part assigning reasons therefore. The decision of Director, ICAR-NIHSAD shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

|    | Signature                    | Signature           |
|----|------------------------------|---------------------|
|    | (Name & Address of the firm) | (For the Institute) |
|    | Witness:-                    |                     |
| 1. |                              |                     |
|    |                              |                     |
| 2. |                              |                     |
|    |                              |                     |

#### 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: |              |