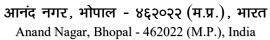


भाकृअनुप-राष्ट्रीय उच्च सुरक्षा पशुरोग संस्थान ICAR-National Institute of High Security Animal Diseases

(एवियन इन्फ्लूएंजा ओ.आई.ई. संदर्भ प्रयोगशाला) (OIE Reference Laboratory for Avian Influenza)





Dated: - 15.06.2023

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

F. No. 9-295/22-23/NIHSAD (P&S)

TENDER NOTICE

Online Bids are invited from reputed & interested firms for Work/Job Contract for **Supply of Water in Tankers** at ICAR Unit, NIHSAD, Bhopal for a period of one year.

1.	Details of Tender Deposits: -	
	Earnest Money Deposit	Rs. 20,000/- (Rupees Twenty Thousand Only) in shape of DD/FDR/BG
	Security Deposit	5% of the total value of the contract (DD/FDR/BG)

Tender Schedule (Critical date sheet)

Tender id	2023_DARE_757887_1
Tender No.	No. 9-295/22-23/NIHSAD (P&S)
Name of Organization	ICAR-National Institute of High Security
	Animal Diseases, Bhopal - 462022
Date and Time for issue/Publishing	15/06/2023 on 06:00 PM
Document Download/Sale Start Date and Time	16/06/2023 on 11:00 AM
Bid Submission Start Date and Time	16/06/2023 on 11:30 AM
Bid Submission End Date and Time	17/07/2023 on 05:00 PM
Technical Bid Opening Start Date and Time	19/07/2023 on 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: - <u>www.nihsad.nic.in</u>

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

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

(Ashish Chobey) Administrative Officer ICAR-NIHSAD, Bhopal Phone No. 0755-2754672



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

(एवियन इन्फ्लूएंजा ओ.आई.ई. संदर्भ प्रयोगशाला) (OIE Reference Laboratory for Avian Influenza)

आनंद नगर, भोपाल - ४६२०२२ (म.प्र.), भारत Anand Nagar, Bhopal - 462022 (M.P.), India



Dated: - 15.06.2023

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

F. No. 9-295/22-23/NIHSAD (P&S)

INVITATION OF ONLINE TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR SUPPLY OF WATER IN TANKERS TO NIHSAD ON JOB/ WORK CONTRACT BASIS AT ICAR-NIHSAD, BHOPAL.

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

Dear Sir(s),

Online Tender are hereby invited on behalf of the Director, ICAR-NIHSAD, Bhopal for SUPPLY OF WATER IN TANKERS TO NIHSAD 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 furnish the requisite services in accordance with the requirements stated in the attached schedules.
- 2. Earnest money of Rs. 20,000/- must be deposited in form of Demand draft/FDR/Bank Guarantee 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 alongwith the tenders.

- 5. The schedules of the tender form should be uploaded with online bids. In the event of the space provided on the schedule form being insufficient for the required purposes, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases, reference to the additional pages must be made in the tender form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter alongwith the tenders.
- 6. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tenders are not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm of constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
- 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. Tenders will be opened online by the authorized officer(s) on 19/07/2023 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.
- 9. The financial bid (BOQ) will be opened for the technically qualified tenderers only. The date of opening of financial bid would be intimated to technically qualified tenderes.
- 10. 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.
- 11. An amount equivalent to 5% 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.
- 12. No interest on security deposit and earnest money deposit shall be paid by the NIHSAD to the tenderer.
- 13. The bid validity period is 180 days from the date of opening of technical bid.
- 14. Service Charges are to be mentioned separately by the Tendering Firm.
- 15. Applicable taxes shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.
- 16. If a successful tenderer does not accept the offer, after issue of letter of award by ICAR-NIHSAD within 20 (Twenty) days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.
- 17. Decision of Director, ICAR-NIHSAD shall be final for any aspect of the contract and binding no all parties. Disputes arising, if any, on the contract will be settled at his level by mutual consultation and in case of failure of settlement, dispute shall be referred to the sole arbitrator to be appointed by the Director, ICAR-NIHSAD. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceeding shall be governed by the

- Arbitration & Conciliation Act, 1967 as amended from time to time.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. Successful Bidder/tenderer will have to enter into a detailed contract agreement with ICAR-NIHSAD on non-judicial stamp paper of Rs. 500/- (Five Hundred Only) or appropriate value as per Rules inforce.
- 22. 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 if any.
- b. Scanned copy of at least one year experience in the field of providing water in tankers to Reputed organizations.
- c. Scanned copies of Income tax and GST registration.
- d. Scanned copies of PAN Number.
- e. 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 years. **Original undertaking should be submitted alongwith EMD**. Only those firms who qualify in the technical bid will be considered for financial bid.
- f. In case of tie in the quoted rate for the lowest bid, the firm having more experience in supplying water to reputed organization will be given preference.

Financial bid (BOQ) should be uploaded separately.

Yours Sincerely,

(Ashish Chobey)

Administrative Officer

For and on behalf of the Director

National Institute of High Security Animal Diseases

Anand Nagar, Bhopal – 462 021 (M.P.)

Phone No. 0755-2754672

TENDER FOR THE SUPPLY OF WATER IN TANKERS ON CONTRACT BASIS

Name & Signature of Witness: Address:	Signature of the tenderer
Signature of witness to contractor's signature Address:	
Address	Mobile
Name of the Witness Occupation(alongwith Address Proof)	Resi.
	Signature & Seal of the Tenderer Telephone No. Office
The Director, National Institute of High Security Animal Diseases, Bhopal – 462 022 (M.P.) I/We have read all the particulars regarding the General information and other terms conditions of the contract for	
E-Mail address :	
Telephone No. : FAX/Mobile No. :	
office	
be quoted in all communications to this	
Full Name & Address of the Tenderer in: addition to Post Box No., if any, should	
TO 11 NT O A 1.1 C.1 TO 1	

$\underline{SCHEDULE-I}$

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) Indian Companies Act, 1956 Indian Partnership Act, 1932 (Please give names of partners) Any other Act, if not, the owners	
4. i)	For partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender.	
ii)	If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partners who have signed the Tender to refer dispute concerning business of the partnership to arbitration.	
iii)	If the answer to above point one and two is in the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partners.	
5.	Name and full address of the Banker	
6.	Permanent Income Tax (PAN) no./Circle/Ward	
7.	Any other relevant information	

Part – II

8.	Earnest money Deposited:	Yes
	Part – II	I
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	

Date: - _____

Place: - _____

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	EMD in shape of DD/FDR/Banker's Cheque detailed on the envelope		
2	PAN Card in the name of firm/proprietor		
3	Experience Certificate in the field of providing water in tankers to Reputed		
	organizations.		
4	Other related documents, photocopy of Banker details alongwith name of		
	bank and Account No. and Address proof etc.		
5	GST registration certificate issue by the Government etc.		
6	If any agency is exempted from depositing of the above documents a copy		
	of supporting government orders should be enclosed.		

Signatura	of the	tenderer
Signature	or the	tenderer

Annexure – I

Details of the experience

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

(Authorized Signatory)

Schedule - II

GENERAL INFORMATION AND OTHER TERMS & CONDITIONS OF THE CONTRACT OF NIHSAD CAMPUS

Scope of Work and Terms and Conditions

- Name of the service: "Annual contract for supply of water in tankers to ICAR-NIHSAD, Bhopal for a period of one year from the date of work order"
- The supply of water to ICAR-NIHSAD, Bhopal will be on actual requirement basis only. (Approximate expected quantity is between 2300 and 2500 tankers per year). The bidders should quote per tanker rates.
- The supplier should agree to provide additional tankers (more than the upper limit of the indicated expected quantity) at the same cost, if required by the institute, within the tender period.
- Transportation and supply of the water to NIHSAD should be made in water tankers of a capacity of 5000 litres per tanker. Size/capacity of the tanker should be displayed on the tanker clearly.
- Tanker shall be filled properly to the full capacity of tank.
- The water is mainly intended for horticulture work which needs to be sprinkled/applied to the plants at various locations of the institute. It may be used for other purposes also whenever necessary. Hence, the quality of water should be good and clean.
- The water tanker should be fitted with suitable motor pump, pipes and adaptors to enable sprinkling/spreading of water. The supplier should not ask for any additional requirement from the institute for operation of the pump or vehicle.
- All the expenditure related to maintenance/ repair of tanker or motor pump or the vehicle shall have to be borne by the supplier. NIHSAD will not take any responsibility in this regard.
- The supply of water in tankers should be made during a time convenient to NIHSAD. The supplier should be ready to supply even on holidays, if required.
- Water has to be supplied only as per the need of the institute which will be decided by the designated officer/in-charge. It should be noted that the requirements (number of tankers) will vary based on the season, rainfall, etc.
- The firm should be capable of supplying water on urgent basis on short notice, as and when required, within two hours of receiving the telephonic call.
- The acknowledgement of supply trips shall be signed duly by the contractor and handed over to departmental representatives / security at receipt point located at various storage tanks. Original delivery challan shall be handed over to the departmental representative.
- No extra payment will be made for waiting and unloading time. The tanker is basically required for the sprinkling/spreading of water for horticulture work or other purposes in NIHSAD. Tanker and motor pump has to be operated by the supplier and taken from different locations within the campuses of NIHSAD for the sprinkling/spreading of water. No extra claims shall be entertained on account of above factors. The actual sprinkling/spreading of water will be done by personnel provided by NIHSAD.
- The driver/helper operating the tanker should be disciplined and well behaved.

- The supply of required quantity of clean water at short notice is the essence of this contract. In case of any water shortage / difficulty with the contractor for supply of water in time, the supplying firm should make necessary alternative arrangement for the same so that water supply to NIHSAD is not hampered.
- The Successful bidder i.e. the service provider has to submit an amount of *5% total contract value) in shape of DD, FDR as a performance security deposit to the NIHSAD for the work awarded and it will be released after completing the contract satisfactorily. No interest will be paid on the security deposit.
- ICAR-NIHSAD will reserve the rights to forfeit the security deposit during the validity of contract if there is any breach of service / contract from the service provider viz., non supply of water in time, less quantity of water in tankers etc.
- Pre-receipted bill for water supply should be submitted on monthly basis duly signed and rubber stamped by the service provider to NIHSAD supported with invoices, statement of gate pass etc., and be duly certified by authorized representative of NIHSAD. Payment will be made only to the actual quantity (no. of tankers) supplied each month.
- The contract/service will be valid for a period of one year. Tenure of the contract/service may be extended upon the mutually agreed terms and conditions between the service provider and NIHSAD, if necessary.
- NIHSAD will reserve the right to terminate the contract / service by giving a notice of
 one month to the Service Provider, in case the service is found unsatisfactory or any other
 reason.
- In case of delay in supplying of water or any deficiency in the service as per our demand, a penalty can be imposed by NIHSAD.
- Proper care should be taken to provide adequate protection to the existing structures and cables (telephone, computer, etc) all such installations against any damage. Any damage / defect to existing structures of NIHSAD arising due to the faulty operation of tanker/vehicle shall have to be rectified forthwith as directed to the satisfaction of the institute at the Contractor's risk and expense.
- The firm should have at least one year experience of supplying water in tankers to reputed organizations and should submit necessary proof for that.

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 service.
- 3. For this Contract, 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 driver/helper 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 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 staff as per relevant laws. Employment of child labour shall lead to termination of the Contract.
- 9. In case any of the personnel provided for operation of tankers 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.
- 10. The contractor shall not sublet the work without prior written permission of the NIHSAD.
- 11. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- 12. 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 requirements/complaints should be immediately attended by the Agency.
- 13. Payment to the Contractor will be made on monthly basis. Pre-receipted bill for water supply should be submitted on monthly basis duly signed and rubber stamped by the service provider to NIHSAD supported with invoices, statement of gate pass etc., and be duly certified by authorized representative of NIHSAD. Payment will be made only to the actual quantity (no. of tankers) supplied each month.
- 14. 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

$\frac{\textbf{INSTRUCTIONS TO CONTRACTOR FOR STATUTORY COMPLIANCES FOR WORK}}{\textbf{CONTRACT}}$

1. **IDENTITY CARD**

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.

- 2. Statutory obligation
- 2.1 Contractor shall engage only adult workers.
- 2.2 Contractor shall observe local laws as far as possible.
- 2.3 In case a contractor deploys women worker obligation under women's law should be followed.
- 3. In case of accident or death.
- 3.1 The agency shall agree to get all the staff members insured against any liabilities arising under the workman's compensations act or under the common law. This aspect shall not be a liability on the part of the Institute in any case
- 3.2 It is responsibility of contractor to undertake necessary care and make arrangement for transportation and the treatment of his worker.
- 3.3 Contractor should assist and guide his workers.
- 4. Supervision
- 4.1 If required, Contractor shall engage competent and qualified supervisor to supervise and control his worker(s) at the work spot during execution of work for effective supervision.
- 5. Safety and discipline
- 5.1 Contractor shall ensure that his workers do not indulge in any unsafe or hazardous activities.
- 6. Records & information to be furnished by contractor
- 6.1 Contractor shall maintain neatly, completely and legible registers, records, reports and returns for inspection by various authorities at short notice.
- 6.2 Contractor shall provide full particulars of workers deployed by him before start of the work from time to time.

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

Sr. No.	Description of requirement	Yes/No	Page No.
1.	Eligibility of the contractors: -		
	The firm should have at least one year experience of supplying water in		
	tankers to reputed organizations and should submit experience		
	certificate.		
2.	Scanned copy of DD/FDR/BG of earnest money deposit (EMD).		
3.	Scanned copies of Income tax and GST registration.		
4.	Scanned copies of PAN Number.		
5.	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 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

Schedule – III

Financial Bid (BOQ) 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 AMC of supply of water in tankers 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)					
Tender Inviting Authority: Director, ICAR-NIHSAD, Bhopal Name of Work: AMC for supply of water in tankers at NIHSAD, Bhopal Contract No: F. No. 9-295/22-23/NIHSAD (P&S)					
Name of the Bidder/ Bidding Firm / Company:					
PRICE SCHEDULE					
NUMBER #	TEXT #	NUMBER#	NUMBER#	TEXT #	
SI. No.	Item Description	Cost per tanker 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	Cost of Supplying of water in tankers to NIHSAD (cost per tanker)		0.00	INR Zero Only	
1.02	GST as applicable (Amount in INR)		0.00	INR Zero Only	
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 sprit.

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

Signature Name and address of the firm with phone number

Liquidated Damage Clauses/Penalty Clause

- 1. In case of deficiency in service, i.e. failure to supply water within 6 hours of request from NIHSAD, a penalty equivalent to 25% of the cost of requested number of the tankers will be imposed. The penalty shall be recoverable from the monthly bills to the contractor or by adjusting from the security deposit, at the discretion of NIHSAD Director.
- 2. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be acceptable and such persons will have to be replaced immediately.

RISK CLAUSE: -

Director, NIHSAD reserves 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 on technical issues beyond logical solutions. If not, the security deposit will have to the forfeited.

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 the 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:	