

e-TENDER DOCUMENT

Annual Contract for providing Horticulture Services, Housekeeping and Technical Manpower. For the One year for CRC Nellore (Extendable for one more year)

Last Date & Time for Online Submission of Tender Document : 12.11.2020 / 3:00 pm

Date & Time of Opening of Tender Documents (Only Technical Bids) : 13.11.2020 / 3:00 pm

**COMPOSITE REGIONAL CENTRE FOR SKILL DEVELOPMENT,
REHABILITATION AND EMPOWERMENT OF PERSONS WITH DISABILITIES,
NELLORE**

Kanupur Bit-ii, Chavatapalem (P), Venkatachalam Mandal, SPSR Nellore District, AP
PIN:524 320

**NOTICE INVITING TENDER FOR Horticulture Services,
Housekeeping and Technical Manpower.
For the One year
(Extendable for one more year)**

TENDER NO. NIEPID/CRCN/EST/HTS/2020-21

Name of the work	Horticulture Services, Housekeeping and Technical Manpower. For the One year (Extendable for one more year)
Earnest Money Deposit	: Rs. 50,000/- (Rupees Fifty Thousand Only) Din the form of RTGS only
Date & time of closing of Tender	: 12.11.2020 / 3:00 pm
Date & Time for opening of Tender (Technical Bid Only)	: 13.11.2020 / 3:00 pm
Place of opening of the tender	: National Institute for the Empowerment of Persons with Intellectual Disability (Divyangjan) Manovikas Nagar, Secunderabad – 500 009

TENDER DOCUMENT

Technical Bid

PART - I

Section – I & II

Pages from 03 to 18

**Annual Contract for providing Horticulture Services &
Supply of Manpower at CRC Nellore for the year 2020-21
(extendable for one more year)**

SECTION - I

GUIDELINES TO TENDERERS

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01 CHECK LIST OF DOCUMENTS REQUIRED FOR TECHNICAL SCRUTINY

The list of documents required to be enclosed with technical bid for getting eligible to be considered for technical scrutiny: -

- a) Tender documents shall be downloaded from NIEPID website on submission of non-refundable tender cost of Rs.1000/- and Earnest money amounting to **Rs.50,000/-** (Rupees Fifty thousand only) should transferred through RTGS to “NIEPID Institution, A/c No. 3631010100000025, IFSC Code – PUNB0453800, Punjab National Bank, Manovikasnagar, Secunderabad – 500 009 on or before opening of the tender. The detail of UTR No. is required to be uploaded along with the tender document as proof of the payment through RTGS.
- b) Details of successfully executed similar works to be uploaded along with work order copies as mentioned in NIT (Notice Inviting Tenders) [scanned copy]
- c) A copy of registration certificate with contract copy of Sale Tax, ESI, PF and Service Tax, WCT and Income Tax etc., last three years.[scanned copy]
- d) Scanned copy of duly filled in acceptance certificate with signature and seal of the firm / agency.
- e) Solvency certificate from the nationalized / scheduled bank for Rs.5.0 Lakhs. Any solvency certificate other than the said banks will not be considered [scanned copy]. The solvency certificate should not be less than 3 months old as on the date of submission of tender.
- f) Complete copy of tender document duly signed with stamp / seal on all papers [scanned copy].
- g) Details of agency setup and establishment.
- h) Details of existing manpower executing minimum 3 (Three) similar works.
- i) Performance certificate from clients for successfully executing similar works (Last three years) [scanned copy].
- j) Audited financial statement including profit and loss account and balance sheet for last successive three years [scanned copy].

02 INTRODUCTION (DEFINITIONS)

- a) CRC NELLORE means COMPOSITE REGIONAL CENTRE FOR SKILL DEVELOPMENT, REHABILITATION AND EMPOWERMENT OF PERSONS WITH DISABILITIES, NELLORE
- b) “Bidder” means the individual or agency who participates in this tender and submits its bid.
- c) The “Goods” means all the equipments and machinery and other materials including services, which the agency is required to provide for the CRC Nellore under the contract.
- d) “Letter of Intent” means the communication of the intention of the CRC Nellore to the bidder for the award of work read with bid documents.
- e) Work Order means the order placed after issue of letter on intent by the CRC Nellore to the agency signed by the CRC Nellore including all attachments and

appendices thereto and all document incorporated by reference therein along with the letter of intent and bid documents constitutes the contract.

- f) The Contract Price means consideration payable to the agency under the work order for the full and proper performance of its contractual obligations.

03 BIDDER TO BEAR COST OF PURCHASE OF TENDER

The bidder shall bear all costs associated with the preparation and submission of the bid. The CRC Nellore in any case will not be responsible or liable for these costs regardless of the process.

04. BID DOCUMENTS

- 4.1 Bid Documents to be included: -

Notice Inviting Tender
Guidelines to Tenderers
Special conditions of contract
Scope of the work
Price Schedule
Annexures
Checklist for bidder
Acceptance Certificate

- 4.2 Any clarification or communication obtained from the CRC Nellore.

05 AMENDMENT TO BID DOCUMENTS

- 5.1 At any time, prior to the date of submission of bids, the CRC Nellore may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.

- 5.2 The amendments will be published by issuing a corrigendum in the same newspaper / agencies in which the original tender was published extending the due date of tender submission / opening suitably.

06 EXTENSION OF TIME

In order to give prospective bidders required time in which to take the amendments into action in preparing their bid, the CRC Nellore may at its discretion extend the deadline for submission of bid suitably.(**as mentioned at 5.2**)

07 FINANCIAL BID

Only Lumpsum Contractor service charge Price is to be quoted.The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any amount. The bid submitted with a variation clause (unless asked by the CRC Nellore) will be treated as non-responsive and may get rejected.

08 BIDDERS ELIGIBILITY AND QUALIFICATION

Bidder shall furnish as a part of bid documents establishing the bidder's eligibility to provide the services. The bidder shall also submit documentary evidences in the form of work orders and satisfactory completion certificates for similar executed works by them. Non submission of the documents as per the eligibility conditions or if found unsatisfactorily the CRC Nellore has the right to reject the bid of the firm.

09 EARNEST MONEY DEPOSIT

- 9.1 Tender documents shall be downloaded from NIEPID website on submission of non-refundable tender cost of Rs.1000/- and Earnest money amounting to **Rs.50,000/-** (Rupees Fifty thousand only) should transferred through RTGS to "NIEPID Institution, A/c No. 3631010100000025, IFSC Code – PUNB0453800, Punjab National Bank, Manovikasnagar, Secunderabad – 500 009 on or before opening of the tender. The detail of UTR No. is required to be uploaded along with the tender document as proof of the payment through RTGS.
- 9.2 The EMD of the unsuccessful bidder will be discharged / returned as prescribed by the NIEPID without any interest.
- 9.3 The successful bidder's EMD will be discharged upon the bidder's submission of the performance guarantee.
- 9.4 The EMD may be forfeited under the following circumstances:-
- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.
 - b) In case of a successful bidder, if he fails to submit the required security deposit within the time prescribed and the tender is likely to be cancelled at the discretion of the NIEPID.
 - c) If he fails to supply the goods / services in terms of the project.
- 9.5 No interest is payable on EMD.
- 9.6 In case of inadequacy or non-submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.
- 9.7 **NSIC exemption in the tenders**
The units registered under Single Point Registration Scheme of NSIC are eligible to get the benefits under "Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012" as notified by the Government of India, Ministry of Micro Small & Medium Enterprises, New Delhi vide Gazette Notification dated 23.03.2012.
- Issue of the Tender Sets free of cost.
 - Exemption from payment of Earnest Money Deposit (EMD).

10. VALIDITY PERIOD OF BID

Bid shall remain valid for 120 days (One Hundred & Twenty Days) after the date of bid opening. The bid valid for a shorter period shall be rejected by the NIEPID as non-responsive.

In exceptional circumstances, the NIEPID may request the consent of the bidder for an extension to the period of bid validity. A bidder accepting the request and granting extension will not be permitted to modify his bid.

11. FORMAT OF SIGNING OF THE BID

- 11.1 The original copy of the bid shall be typed and shall be signed by the bidder or a person duly authorized by the bidder. The letter of authorization shall be accompanied by a written power of attorney accompanying the bid in case of authorized person signing the bid (Failure to fulfill this condition the tender will be rejected).
- 11.2 All pages of the original bid shall be initialed and stamped with seal by the person signing the bid and duly numbered. Failing which the tender will be rejected.
- 11.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the bidder signing the bid.
- 11.4 The original bid shall be scanned and submitted online with above instructions.

12. DEADLINE FOR SUBMISSION OF BID

Bid must be received by the NIEPID at the address specified and not later than the date and time specified in the NIT.

13. LATE BID

Any bid received late by the NIEPID after the deadline for submission of the bid shall be rejected and returned unopened to the bidder.

14. MODIFICATION AND WITHDRAWAL OF BIDS

- 14.1 The bidder may modify or withdraw his bid, provided that written notice of modification or withdrawal is received by the NIEPID prior to the deadline prescribed for submission of bid.
- 14.2 No bidder is allowed to withdraw bid subsequent to the deadline for submission of bids. If the bid is withdrawn after submission of bid the EMD will be forfeited.

15. OPENING OF TECHNICAL BID (PART – I)

- 15.1 On the date of tender opening only the technical bid (Part – I) shall be opened in the presence of bidder's or their authorized representative. The representative shall have with them the authorization letter from the bidder to attend the technical bid opening without authorization letter the representatives are not allowed for the technical bid opening. The bidder's representatives who are present shall sign the attendance register. Financial bids of only qualified technical bids will be opened at a later date&time.

15.2 A maximum of two representatives on behalf of a bidder shall be permitted and authorized to attend the bid opening (See condition 15.1).

15.3 The date fixed for opening of bids, if subsequently declared as holiday shall be opened on the next working day.

16 CLARIFICATION OF BIDS

16.1 To assist evaluation and comparison of the bids, the NIEPID may ask the bidders for any clarification of the bids. The clarification and response from bidder shall be in writing. (No modification of the bid rates or condition are allowed at this stage)

16.2 The NIEPID does not bind itself to accept the lowest or any tender and reserves to itself the right to accept the whole or any part of the tender and altering the quantities offered and Tenderer shall supply the same at the rate quoted. The NIEPID has the right to cancel all the tenders and rewrite the tenders at a later date.

17 EVALUATION OF TENDERS

17.1 The NIEPID shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The NIEPID shall carry out detailed evaluation of the substantially responsive bids. The NIEPID shall check the bid to determine whether they are complete. Whether any computational errors have been furnished.

17.2 Arithmetical errors shall be rectified on the following basis.

- a) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the NIEPID.
- b) In case of discrepancy words and figures, the amount in words shall prevail.

17.3 A bid determined as subsequently non-responsive shall be rejected by the NIEPID.

17.4 The NIEPID may waive any minor informal omission or non-conformity or irregularity in the bid, which does not constitute a material deviation or cost or work or legal disputes.

17.5 The NIEPID shall evaluate in detail and compare the bids, which are subsequently responsive.

17.6 NIEPID shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

18 NIEPID RIGHT TO VARY QUANTITIES

The NIEPID reserves the right at the time of award of the contract to increase or decrease it by 25% of the quantity of the goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity.

19 NIEPID RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The NIEPID does not bind itself to accept the lowest or any other tender bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reason whatsoever and without thereby incurring any liability any liability to the affected bidder on the grounds for the NIEPID action.

20 NOTIFICATION OF SUCCESSFUL BIDDER

20.1 Upon successful bidder furnishing of performance guarantee, the NIEPID will notify each successful bidder and will discharge its EMD.

21 ISSUE OF LETTER OF INTENT

21.1 The issue of letter of intent shall constitute the intention of the CRC Nellore to place the purchase order / work order with the successful bidder.

21.2 The successful bidder shall within 10 days of issue of letter of intent should give his acceptance along with a security deposit of Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) in the form of DD or Bank Guarantee from any Nationalized /Scheduled Bank drawn in favour of "The Director, CRC Nellore". The security deposit will be returned only after all the PF amount is received by the contract labours and the bidder should see that the validity of the Bank Guarantee shall be three months over and above the contract period. No due certificate from all labours has to be submitted for getting the performance guarantee. In case of any default, the above amount shall be adjusted against the losses/recovery for the Institute.

22 CANCELLATION ON LETTER OF INTENT

Failure of the successful bidder to comply with the requirement of submission of Security Deposit in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the EMD, in which case NIEPID may make the offer to any other bidder at the discretion of the NIEPID or call for new bids.

23 POST BID CLARIFICATION

No post bid clarification at the initiative of the bidder shall be entertained and any effort by the bidders to influence the NIEPID in bid evaluation, bid comparison or award of the work shall result in rejection of the bid.

24 SUBMISSION OF BID

Tender shall be submitted online only.

25 OPENING OF FINANCIAL BID

Financial bid of only those bidders will be opened whose technical bids are found to be qualified and acceptable to NIEPID. Bidders or his representative may attend the financial bid opening provided the representative has the authorized letter from the bidder. Without authorization letter the representative not be allowed to participate. The

qualified parties shall be notified with the date, time and venue of the opening of the financial bid.

END OF SECTION – I

SECTION – II

(TECHNICAL BID) / (PART – I)

**QUESTIONARE TO BE FILLED UP BY THE AGENCY APPLYING FOR TENDER FOR
HORTICULTURE SERVICES & SUPPLY OF MANPOWER AT NIEPID, SECUNDERABAD.**

(Scanned Copies)

1. Name of the organization :
2. Status of Contractor Including partners :
3. Constitution of the Contractor/ Proprietorship/Partnership Private Limited Company/Public Limited Company. :
4. Registration No. of the firm/Agency
5. Bio-Data of key top Officials (please attach) :
6. Details of any Tie-ups with any other Firms if any(please attach) :
7. Experience in automated Data - Management :
8. Copy of IT returns of last Three assessment years (please attach) 2017-18, 2018-19, 2019-20
9. Financial Statement of Bidder and/or his associates including Annual Report of past three years with ROC (registration of Companies receipts duly authenticated by Chartered Accountant. :
10. Current list of 3 clients where 10 or more than personnel of the Contractor are: working (Attach copies of Work Orders)

11. Performance certificate from clients for successfully executing similar works (Last three years) [scanned copy].
12. Name and address of Contractor's Bankers and provide a Solvency Certificate from the Bank for a minimum Amount of Rs. 5.00 Lakhs.
The validity of the solvency certificate should be less than 3 months old as on last date of submission of tender document
12. ESI Registration No. :
Attach a copy of the Registration Certificate / Letter.
13. PF Registration No. Attach a copy of the PF Register letter. :
14. **List of equipments proposed to be used for Horticulture** :
 - **Industrial grass cutter**
 - **Heavy duty electrical tree cutting machine**
 - **Any other items for day to day maintenance work**
15. Income Tax Permanent Account No` :
16. Details of EMD (Provide the RTGS Details) :
17. Details of Tender Fee (Provide the RTGS Details) :

Signature of the Contractor or his
Authorities Signatory with seal of
the Agency /Firm

Date:

Note: The above document as proof should be enclosed along with the technical bid apart from the documents stated in the General Terms and Conditions Compulsorily.

Annexure "A"

1. The Contractor shall depute a minimum of 06 Housekeeping (unskilled)+2 horticulture (Unskilled) + 1 Plumber (skilled) + 1 Electrician (skilled) and Bus Driver (skilled)

2. SCOPE OF WORK

a) The scope of the work consist of 06 cleaning labours, daily cleaning sweeping mopping of all floors, dado, skirting, etc in all rooms and toilets urinals, WCs and WHBS, etc, all heights including staircase, etc., including filling of liquid soaps in all toilets and dusting and cleaning of cobwebs, doors, windows, etc. and dusting office furniture like tables, shelves, carpets, etc, including dusting electrical fixtures, etc, complete at all heights including daily cleaning of other open areas like roads, footpaths scooter sheds, cycle sheds, etc, and time to time cleaning of building terraces, ramp cleaning, open drains, sewage line removal of drainage blockage, periodical cleaning of OHTs of office building and water coolers in the office building, etc, as directed by the Director CRC Nellore, or any representative. The complete work schedule for the year is enclosed and if any changes are required the same shall be issued from time to time enclosed at annexure-"X". The contractor shall maintain a register of the works and obtain the signature of the concerned department after completion of the work failing which no payment shall be considered for the work.

Horticulture:

Care for, manage and develop identified garden areas, including soil cultivation, digging, forking, mulching, watering, raking, weeding, edging, pruning, seed sowing, bed preparation and planting.

Electrician:

- Install and maintain wiring, control, and lighting systems. Identify electrical problems with a variety of testing devices.
- Control and maintain auxiliary equipment, such as pumps, fans, compressors, condensers, feed water heaters, filters, and chlorinators, to supply water, fuel, lubricants, air, and auxiliary power.
- Control generator output to match the phase, frequency, and voltage of electricity supplied to panels.
- Taking care of fire equipment safety, lift, and air conditioners of the building.

Plumber:

- Map layout for pipes, drainage systems, and other plumbing materials.
- Installs pipes and fixtures, such as sinks and toilets, for water, gas, steam, air, or other liquids.
- Installs supports for pipes, equipment, and fixtures prior to installation.
- Maintenance of sump, RO plants in the building.

Driver

- Proper driving of the bus.
- To park bus at CRC premises daily without fail.
- Trouble shooting of maintenance, repairs pertaining to bus.
- Diesel filling at petrol stations after prior approvals.
- Cleaning/maintenance of the bus.
- Responsible for smooth functioning of all gadgets fixed in the bus like TV, AC, CC Camera, hydraulic lift and wheel chair.

- Taking care of children while pick up/drop of Persons with Disabilities.
- a).The Contractor shall take the responsibility and instruct the Contractor Employees to take proper care of the buildings, premises and campus of CRC Nellore and maintain the plants and lawns in good condition.
 - b). Area to be covered for horticulture maintenance work is in the Institute campus at CRC Nellore.
 - c). Periodical cutting of jungle grass and bushes in the entire campus once in three months (four times in a year)Periodical removal of weeds from the lawns.
 - d). Watering the lawns, trees and plants as per the schedule of timings fixed by the Institute.
 - e).Periodical manuring of the plants, Periodical spraying of pesticides/insecticides to keep the plants healthy.
 - f). Periodical cutting of the hedges, creepers, etc in the required shape and pruning the shrubs, plants, trees, etc.,
 - g). Arranging the potted plants in the required pattern for general purpose as well as for special occasion. Propagation of plants. Periodical re-potting.
 - f). All necessary garden tools required for the above day-to-day maintenance works shall provided by the contractor at his own cost.
 - g). In the event of any loss being caused to CRC Nellore on account of negligence/dereliction of duties or performance of their obligations by the Contractor or Contractor employees, the Contractor shall be liable to indemnify CRC Nellore for such loss, out of the Contractor's insurance cover or otherwise, such loss quantified after an inquiry comprising of the representative of CRC Nellore and the Contractors.
 - h). The Contractor shall be held responsible for the damages/sabotage caused to the property of CRC Nellore due to any events of force majeure.
2. Contractor and the contractor Employees shall take day-to-day instruction from the Director CRC Nellore in his absence, from his Deputy.
 3. If the Contractor fails to perform and / or implement the assigned jobs or parts there of or the Standard Operating Procedures annexed at Annexure "A" here to the satisfaction of the CRC Nellore or on any day in any part of the areas assigned, Director CRC Nellore may, without prejudice to its other rights and remedies, levy a charge of Rs.300/- for each day or part thereof, until the Contractor performs that job to the satisfaction of the Director CRC Nellore. The Contractor shall provide an adequate replacement in case any of the Contract Employees are absent for the work. This will be at no additional expenses to CRC Nellore. In case of any shortfall on man days for the particular day, the Contractor shall be levied a fine of Rs.300/- per Contract Employees per day of such absence. This deduction shall be in addition to the penalty for non-implementation of or non-performance as per the Standard Operating Procedures as mentioned above. This will also be in addition to the claim of CRC Nellore as mentioned above.

4. Consolidated rate for providing horticulture services for CRC Nellore includes SI No.1,2,3(a to h).
5. The contractor shall get the work done as per the norms of the Horticulture maintenance schedule and the same to be prepaid by the contractor. The payment shall be made as per actual.
6. None of the Contractor employees shall engage or enter into any kind of private work during their assignment to CRC Nellore for providing Horticulture services, failing which a penalty of Rs.300/- per day per person shall be imposed on the contractor, without giving any notice. The amount of such penalty shall be deposited by the contractor immediately with Director, CRC Nellore failing which such penalty shall be deducted from the payments due to the Contractor.
7. Contractor shall abide by all applicable laws including all Labour and Welfare Laws (ESI, PF, BONUS, Income tax, Service Tax or any other extra taxes levied by the Government), the Companies Act, etc. and shall adopt all required welfare measures for the Contractor employees and discharge all other obligations concerning thereto. The contractor shall furnish adequate proof to CRC Nellore in this regard.

It is again clarified that all such responsibilities and obligations, whether specified herein or not, shall be the exclusive responsibility and obligations of the Contractor, and CRC Nellore shall not be held liable for such responsibilities/obligations manner what-so-ever.

8. The Contractor Employees proposed to be employed by the Contractor for providing Horticulture service envisaged hereunder shall be subject to screening by CRC Nellore, to ascertain their antecedents, suitability and skills. Before deploying any Contractor Employee in CRC Nellore, the Contractor shall furnish complete particulars and obtain written approval of the designated officer of CRC Nellore. CRC Nellore reserves the right to interview the Contractor Employee (s), if considered necessary by it, before giving such approval.
9. CRC Nellore reserves the right to ask and enquire the contractor to remove any Contractor Employee deployed by the Contractor, without assigning any reason/notice therefore.
10. The Contractor shall in no case pay the Contractor Employees wages at a rate less than the statutory minimum rates every month. The payment should be made by cheque/cash and a record of that should be kept in a register which may be examined by the Director of CRC Nellore at any time. In case the contractor fails to make timely and statutory payment of wages and other dues to the Contractor Employees, NIEPID may make such payments to the Contractor Employees directly and suitable deductions in this regard shall be made by NIEPID from the amount to be paid to the contractor.
11. No Contract Employees shall work for not more than 26 days in a month or as specified by applicable Labour legislation.
12. The SD will be released after the successful completion of the contract and till all the PF, ESI are proved to be paid to the contract labour. The SD will be released after obtaining no dues from the contract labourer on the account of PF amount paid.

13. The Contractor will get all the Contractor Employees verified of their antecedents, through Special Branch, Hyderabad police and a certificate to this effect be furnished by the Contractor to NIEPID before deployment of such contractor employees. The contractor should also maintain proper record / documents of the same. The Contractor shall provide identity cards and suitable uniforms to the Contract Employees.
14. Contractor will apply to the Labour Commissioner for obtaining a labour license and will submit a copy of license to Administration Section at CRC Nellore within thirty (30) days from the date of issue of the letter of award of contract to the Contractor failing which NIEPID shall be entitled to terminate the contract with the Contractor and issue the letter of award to any other agency / firm.
15. That no right, much less a legal right shall vest in the Contractor Employees to claim or have employment or otherwise seek absorption in NIEPID nor the contractor Employees shall have any right whatsoever to claim the benefits and /or emoluments that may be permissible or paid to the employees of NIEPID. The Contractor Employees will remain the employees of the Contractor and this should be the sole responsibility of the Contractor to inform and clarify it to the Contractor Employees before deputing them on work at NIEPID.
16. Any legal disputes will be subject to jurisdiction of Hyderabad Courts.
17. The payment shall be made by CRC Nellore for the Contractor Employees actually employed for providing Horticulture Services hereunder. CRC Nellore has the right to reduce/increase the strength of Contractor Employees as per its requirements.
18. The Contractor must pay minimum wages to the Contractor Employees as per the Minimum Wages Act and satisfy all the other applicable statutory requirements.
19. Without limiting generality of the conditions herein, if any of the Contractor Employees prefer claim for employment with CRC Nellore, the Contractor shall, at its own cost, deal with such claim and settle such claims without any obligations on the part of CRC Nellore regarding such claims or settlements thereof.
20. The Contractor shall indemnify CRC Nellore and keep CRC Nellore indemnified against all losses, claims or demands arising out of or due to any acts or things done or purported to be done by the Contractor or the Contractor Employees including but not limited to any claim for employment by the Contractor Employees.

* * *

**ACCEPTANCE CERTIFICATE
FOR TECHNICAL BID**

I.....(designation).....,of
(Name of the Company).....hereby
accept the above mentioned Terms & Conditions for the Annual Contract for
**Horticulture Services, Housekeeping and Technical Manpower.For the One year
for CRC Nellore**

Date:
Place:

Signature & Company Seal

TENDER DOCUMENT

Financial Bid (PART – II)

Section – III, IV, & V

Pages from 19 to 28

**Annual Contract for providing Horticulture Services,
Housekeeping and Technical Manpower.
For the One year for CRC Nellore**

FINANCIAL BID

SECTION – III, &IV

(Pages from 20 to 25)

SPECIAL CONDITIONS OF CONTRACT

- 3.1 Place of rendering Horticultural services
- 3.2 Payment terms
- 3.3 Period of contract
- 3.4 Validity of performance certificate
- 3.5 Deployment of staff
- 3.6 Damage caused to installation
- 3.7 Labour laws
- 3.8 Termination of contract
- 3.9 Force majeure
- 3.10 General line
- 3.11 Sub – Contracting
- 3.12 Arbitration
- 3.13 Resolution of dispute
- 3.14 Termination of default
- 3.15 Right to black list

* * *

SECTION – III

SPECIAL CONDITIONS OF CONTRACT

3.1 PLACE OF RENDERING HORTICULTURAL Services & Supply of Manpower

CRC,Kanupur Bit-2, Chavatapalem Post, Venkatachalam Mandal, Nellore - 524320

3.2 PAYMENT TERMS

a) Generally payment shall be made on monthly basis within 10 days after submission of bills. However in case of delay in any particular month due to valid reason, the contractor should ensure the payment of the workers by 7th of every month.

b) The payment shall only be released on confirmation of disbursement of salaries and other allowances to the labours on or before 7th of every month deployed at site by the agency.

c) The agency will have to enclose the copies of PF, ESI, and challan of previous months for releasing the payment of current month.

3.3 PERIOD OF CONTRACT

CRC Nellore may levy the condition of period of award of contract for three months if required, otherwise the contract shall be initially for a period of one year. However, CRC Nellore at its discretion may extend the contract for a further period of one year under same terms and conditions.

3.4 VALIDITY OF PERFORMANCE CERTIFICATE

90 Days of the expiry of the contract / or up to the final disbursement of PF to the contract labour.

3.5 DEPLOYMENT OF STAFF

3.5.1 The agency shall be fully responsible for any kind of accidents/mis-happening to their staff as well as machineries while attending the work shall be payable by the agency.

3.5.2 Any extra labour of any nature if required, at any time for attending to the work due to shortfall of attendance shall be deployed by the agency at its own cost for Which nothing extra shall be payable.

3.5.3 The staff of the agency has to be courteous and maintain good behavior at site with CRC Nellore authorities. Any person found discourteous or misbehaving shall have to be replaced within 24 hours.

3.5.4 No labour below the age of 18 (Eighteen) years and above 60 years shall be employed at the work site.

- 3.5.5 The agency shall pay to labour employed by him wages not less than fair wages as defined by the Minimum Wages Act (Shops & Establishment) Central or State which ever is higher during the contract period by the agency regulations or as per the provision of the contract labour (Regulation and Abolitions) Act 1970 and the agency labour (Regulation and Abolitions) Act 1971 and payment of wages 1936, minimum wages act 1948, whichever applicable.
- 3.5.6 The agency shall submit the bill by 4th of every month to Director, CRC Nellore a true statement of the preceding month.
- 1.No. of workers employed by him.
 2. Their working hours
 3. The wages paid to workers
 4. Any other related information asked by CRC Nellore.
- 3.5.7 All the employees will have to be covered under insurance against any personal accident and CRC Nellore will not be liable for payment of any compensation on that account.
- 3.5.8 Manpower deployed by the agency at our site for carrying our contracted works is strictly prohibited being associated with any other works in the campus.
- 3.5.9 The agency should issue uniform & identity card to all its employees within 15 days from the date of signing the contract failing which suitable penalty may be imposed by competent authority.
- 3.5.10 All safety equipments and safety rules shall be followed by the August.

3.6 DAMAGE CAUSED TO INSTALLTIONS

In case of any damage caused to the installations due to negligence, carelessness or inefficiency of staff of the agency the agency shall be responsible to make good the loss. Decision of the Director CRC Nellore shall be final & binding on the agency.

3.7 LABOUR LAW

The agency shall abide by all the rules and regulations related to labour laws, accident, workman compensation act, workmen insurance, ESI, PF, Bonus etc,. This will be the sole responsibility of the agency. CRC Nellore will not be a party at any stage in any of the disputes relating to the above. In case, any liability arises due to non-conformance by the agency, under no circumstances CRC Nellore will be liable for the same.

3.8 TERMINATION OF CONTRACT

The Director, CRC Nellore reserves the right to terminate the contract with an advance notice of two months without assigning any reason. The contract can also be terminated at the request of agency, with an advance notice of two months failing which, the agency is liable to pay liquidated damages @ 5% of tendered value besides forfeiture of security deposit.

13.9 FORCE MAJEURE

If any time, during the continuance of this contract, the performance is whole in part either party under obligations as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (herein after referred to eventually) provided notice of happening of any such eventually is given by either party to the other within 21 days of the date of occurrence Thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against other of such non-performance of delay in performance and deliveries under the contract.

The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or cease to exist, In case of any dispute, the decision of Director, CRC Nellore shall be final and conclusive, provided further that if the performance in whole or part of an obligation under the contracts prevented or delayed by reason of any such eventuality for a period exceeding 60days, either partly may at its option, terminate the contract Provided also that if the contract is terminated under this clause the CRC Nellore shall be at liberty to take over from the agency at a price to be fixed by the CRC Nellore, which shall be final, all un used, undamaged and accepted materials.

Bought out components and other stores in the course of manufacture which may be in the possession of the agency at the time of such termination, or such portion thereof as the CRC Nellore may deem, fit except such material, as the agency may, with the concurrence of the CRC Nellore, elect to retain.

3.10 GENERAL LINE

Whenever under this contract any sum of money is recoverable from and payable by the agency, the CRC Nellore shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the agency, if a security is taken from the agency, in the event of the security being insufficient or if no security has been taken from the agency, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the agency or which at any time thereafter may become due the cover the full amount recoverable, the agency shall pay the CRC Nellore on demand the remaining balance due.

3.11 SUB-CONTRACTING

The bidder cannot assign or transfer and sub-contract its interest / obligations / awarded work under the contract without prior written permission of the CRC Nellore.

3.12 ARBITRATION

3.12.1 In the event of any dispute arising between CRC Nellore and the agency in any matter covered by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to the Director, CRC Nellore who may himself act as sole arbitrator or may name as sole arbitrator an officer of CRC Nellore notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Act shall apply to such arbitration . The agency expressly agrees that the arbitration proceedings shall be held at CRC Nellore.

3.12.2 In case any agency wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Nellore shall have the Jurisdiction.

3.13 RESOLUTION OF DISPUTE

3.13.1 In any dispute arises between the parties hereto during the subsistence of thereafter in connection with the validity, interpretation, implementation breach of any provision of the contract or regarding a question, including the questions as to whether the termination if the contract by one party hereto has been legitimate, both parties hereto shall endeavor to settle such disputes amicably. The attempt to bring an amicable settlement is considered to have failed as soon as one of the parties hereto, after, reasonable – attempts which shall continue for not less than 30 days, given 15 days notice thereof to the other party in writing.

3.13.2 The place of the arbitration shall be CRC Nellore.

3.13.3 The arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.

3.13.4 The proceedings of arbitration shall be in English Language.

3.14 TERMINATION FOR DEFAULT

3.14.1 The CRC Nellore may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the agency terminate this contract in whole or in part.

- a) If the agency fails to deliver 50% of the agreed services or more within the time period(s) specified 15 days as or any extension thereof granted by the CRC Nellore.
- b) If the agency fails to perform any other conditions under the contract and.
- c) If the agency, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the CRC Nellore may authorize in writing) after receipt of the default notice from the CRC Nellore.
- d) On a notice period of 30 days.

3.14.2 In the event the CRC Nellore can terminate the contract in whole or in part pursuant to above Para the CRC Nellore may hire the agency at the risk and cost of working under contract, as CRC Nellore deems appropriate. However, the agency shall continue the performance of the contract to the extent not terminated.

3.15 RIGHT TO BLACK LIST

CRC Nellore reserves the right to blacklist a bidder for a suitable period in case he fails to honors his bid without sufficient grounds.

END OF SECTION – III

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SECTION - IV

Annexure “C”

NAME OF WORK:Annual Maintenance Contract for Horticulture Services &Supply Of Manpower at NIEPID, Secunderabad. Price to be quoted online in BOQ chart in Excel format only. Price quoted in technical bid will be rejected.

Tender Inviting Authority: The Director, NIEPID, Secunderabad															
Bidder Name:															
PRICE SCHEDULE															
<p align="center">(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</p>															
Sl. No.	Item Description	Item Code / Make	Qty	Units	Estimated Rate	Basic Price (in. Rs.)	Excise Duty	VAT	Freight Charges (Unloading & Stacking)	Any Other Taxes/ Duties/ Levies	Other Taxes2	Amount In Rs. ()	Illrd Party i.e DGS& D / x	Less for CenvatCredit,if any respect of Supplies Under full Excise Duty Category	Total Amount In Rs. (G8+H8+I8 +J8+K8+L8+N8-O8)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1.00	Unskilled labourers – 8 nos (6 Housekeeping and 2 Horticulture) Only Contractor / Service charges to be quoted on Lumpsum basis per month per person.	item1	1.00	No	0.00							0.00			0.00
2.00	Skilled labourers- 2 nos (1 Plumber and 1 Electrician) Only Contractor / Service charges to be quoted on Lumpsum basis per month per person.	item2	1.00	Nos	0.00							0.00			0.00



Note1: Wages/Salary for personnel employed will comply with the minimum wages Act. Proof of payment of Minimum wages and Statutory benefits like ESIC and PF needs to be attached.

Note2:The Service charges will not increase whenever the wages of the labour are increased as per the minimum wages Act. i.e., The contractors / service charge will remain constant through out the contract period.

Signature Contractor / Firm

ACCEPTANCE CERTIFICATE

FOR FINANCIAL BID

I.....(designation).....,of
(Name of the Company).....hereby
accept the above mentioned Terms & Conditions for the Annual Contract for providing
**Horticulture Services, Housekeeping and Technical Manpower for the One year
for CRC Nellore**

Date:
Place:

Signature & Company Seal