



भाकृअनुप - राष्ट्रीय अजैविक स्ट्रेस प्रबंधन संस्थान
ICAR - NATIONAL INSTITUTE OF ABIOTIC STRESS MANAGEMENT
(समतुल्य विश्वविद्यालय / Deemed to be University)
भारतीयकृषिअनुसंधानपरिषद, कृषि अनुसंधान एवं शिक्षा विभाग
Indian Council of Agricultural Research, Department of Agricultural Research & Education
कृषि एवं किसान कल्याण मंत्रालय, भारत सरकार
MINISTRY OF AGRICULTURE & FARMERS WELFARE, GOVERNMENT OF INDIA
मालेगांव, बारामती, पुणे - 413 115, महाराष्ट्र, भारत
Malegaon, Baramati- 413115, Pune, Maharashtra, India



Tender No.2-58/2017-18

Date: 24-04-2017

TENDER DOCUMENT

FOR

Job / Work contract of “Security (Watch & Ward)
Services”

PART – I TECHNICAL BID



ICAR–National Institute of Abiotic Stress Management

(Deemed University)

Malegaon KH, GAT-35, BARAMATI, PUNE-413 115, M.S

Phone No- 02112-254057/58, Fax No.02112- 254056

www.niam.res.in

TENDER FOR
Job / Work contract of “Security (Watch & Ward) Services”

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Sign. of the Bidder

Sd/-
Officer In-charge



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Malegaon, Baramati- 413115, Pune, Maharashtra, India



Tender No.2-58/2017-18

Date: 24-04-2017

NOTICE INVITING TENDER

Tender form/documents for job/work contract of Security (Watch & Ward) Services at ICAR-NIASM Malegaon, Baramati for the year 2017- 18.

E-tender ID: 2017_DARE_196656_1

Tender Document

- 1.1 Total No. of pages: 20 nos.(including Tender Notice)
- 1.2 Cost of Tender: **Rs.1000/-**
- 1.3 Earnest Money Deposited (EMD): **Rs.60,000/-**
2. **Submission and opening of Tender Form**
 - 2.1 Tender to be addressed to: **Director, ICAR-NIASM Malegaon, Baramati.**
 - 2.2 **Pre-bid meeting: 09-05-2017 at 2.30 P.M.**
 - 2.3 Last date of sale of tender form: **16-05-2017 up to 1.00 p.m.**
 - 2.4 Last date and time for submission: **16-05-2017 up to 2.00 p.m.**
 - 2.5 Date & time of opening Technical bid: **17-05-2017 at 02.30 p.m.**
 - 2.6 Date & time of opening financial bid: Will be conveyed after opening of technical bid.
 - 2.6 Validity of tender: 90 days from the date of opening Financial Bid.

Note:

1. Tender Documents can be downloaded from ICAR-NIASM website www.niam.res.in or from Central Public Procurement Portal www.eprocure.gov.in. Bidders should enroll / register in the e-procurement module of Central Public Procurement Portal through the website: www.eprocure.gov.in. Bidders should also possess a valid DSC for online submission of bids.
2. Bids received on e-tendering portal only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.
3. ICAR-NIASM, Baramati reserves the right to accept/reject any/all tenders in part /full without assigning any reason thereof.

4. ICAR-NIASM will not be responsible for any delay in enrollment/registration as bidder or submitting/uploading the offer on e-tender portal. Hence, bidders are advised to register in e- tendering website www.eprocure.gov.in
5. Any changes/corrigendum/ extension of opening date in respect of this tender shall be issued through websites only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit our website for updates.
6. The Director, ICAR-NIASM Malegaon, Baramati may at his discretion, extends this date by a week and such extension shall be binding on Tenders.
7. If the date of acceptance/opening of tenders is declared to be a public holiday, the tenders shall be accepted/opened on the next working day. However, there will be no change in the time of acceptance/opening as indicated above.
8. The intending firms/agencies are advised to attend pre-bid meeting on the above scheduled date and time to know about the details of work to be done & eligibility criterion for the contractors.

Sd/-
I/c Senior Administrative Officer

CHECK LIST FOR EVALUATION OF TECHNICAL BID

Note: Bidders are instructed to organize the Technical Bid along with all requisite annexures/enclosures/supporting documents in the sequence of eligibility criteria given below, and put page number for every document enclosed. Also ensure that all the documents or their photocopies must be clearly legible.

S. No.	Eligibility Criteria	Details	Page No.
1	Tender Document: All pages of the Tender document including Annexures should be signed and stamped.		
2	Cost of tender form: Rs. 1000/- (Provide details of DD No. or Center's cash receipt No. and date, name of the Bank, etc.) <i>(It should reach the institute before last date for submission of tender form)</i>		
3	Details of Earnest Money Deposit (EMD): Rs. 60,000/- (Provide details of DD No. and date, name of the Bank, etc.) <i>(It should reach the institute before last date for submission of tender form)</i>		
4	Registration certificate of the firm		
5	Turnover of the Firm/Agency: (Please enclose Turnover of the Company/Agency in the last 3 years duly certified by a Chartered Accountant).		
6	Income Tax Return and balance sheet: (please enclose last 3 Years' IT returns and balance sheets).		
7	Copy of the Work Orders: (Enclose at least 3 Work / Supply orders in last 5 years)		
8	Experience Certificate: (Please enclose 3 Year's experience certificate from Central Govt. ICAR organization / Quasi / State Govt. / PSU / University etc.)		
9	PAN Card: (Please enclose a copy of PAN card)		
10	EPF Registration No.: (Please enclose a copy of EPF registration)		
11	WCP/ESI Registration No.: (Please enclose a copy of WCP/ESI registration)		

12	Service Tax (ST) Registration: (Pl. enclose copy of the ST registration)		
13	Bank Solvency Certificate: (Please attach solvency certificate for at least 30 lakhs from reputed banks)		
14	The contractor/agency must have a registration with the Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the labour licence under this Act.		
15	Payroll of the employees working in different categories with the Firm in last 6 months of latest work order.		
16	Legal or Criminal cases against the firm: (please provide details of legal or criminal cases pending against the firm if any Otherwise submit your declaration or affidavit that no case is against the firm)		
17	Certificate of Non Black listing		
18	The firm should be registered with “ Pune District Security Guard Board ” <i>(Attach documentary proof for the same)</i>		

Signature and Seal of the Firm

ANNEXURE – I

ICAR – NATIONAL INSTITUTE OF ABIOTIC STRESS MANAGEMENT, MALEGAON KH, BARAMATI, PUNE, MAHARASHTRA.

A. GENERAL TERMS AND CONDITIONS

1. In case the contractor deploys 20 or more persons in a day, contractor/contract agency will have to obtain the license from the prescribed authority under contract labour (Regulation & Abolition) Act 1970.
2. For the period the contract agency/contractor fails to operate to maintain the service either through wilful absence of his staff, negligence, incompetence, failure or otherwise, ICAR-NIASM, Baramati will recover from the contractor/contract agency such amount of expenditure it has incurred to rectify the lapse or deduct the necessary amount for the lapse it deems fit which shall not be less than 1000/- or twice the amount paid by the Institute whichever is more.
3. It will be the responsibility of the contractor to ensure timely payment of wages, PF deduction etc. to maintain proper record with respect to such payment. The payment of the wages of the workmen by contractor shall be made at the designated place.
4. The Institute will deduct Income tax/Service tax at source, if any applicable under Income Tax Act.
5. The contractor/contract Agency will discharge all their legal obligation of their worker in respect of their wages and other service conditions and shall also comply with all the rules and regulation and provision of law in force that may be applicable to them from time to time viz. Statutory obligation under Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act, Workmen's Compensation Act, EPF etc. The contractor shall at the time of disbursement of wages to the workers submit the following records for verification to the designated officer in compliance to the contract labour (Regulation & Abolition) Act 1970:
 - i) Register of workman employed by the contractor (Rule 75)
 - ii) Register of wages cum Muster Roll (Rule 78(i)(a)(ii))
 - iii) Register of deduction for damages or loss (Rule 78(i)(a)(ii))
 - iv) Register of advances to workman (Rule 78(i)(a)(ii))
 - v) Register of overtime (rule 78(i)(a)(iii))
6. The worker/staff members or the workmen/ employees, the contractor/contract agency will be treated, regarded or considered or deemed to be the employees of the contractor/contract agency and he shall be responsible for their remuneration, wages to their benefits and service condition of all the workers deployed by the contractor/contract agency. Change of workman if any shall be immediately intimated to the Institute in writing.
7. The contractor or the staff engaged shall not at any stage cause or permit any nuisance at the premises of ICAR-NIASM, Baramati or do anything which may cause un-necessary disturbance or inconvenience to ICAR-NIASM, Baramati staff on duty.
8. The persons of the contractor shall be in uniform of the firm and will carry identity cards issued by the contractor.

Sd/-
I/c Senior Administrative Officer

B. INSTRUCTIONS TO BIDDERS

1. The guard should be healthy, desirable physique and proper experience and may be shuffled from time to time
2. The guard should be able to communicate in Hindi and also in English if possible.
3. The guard should perform one shift per day, double duties are not allowed.
4. The guard should not develop social relationship with ICAR staff.
5. The guard should be provided with uniforms, whistle, torch, lathi, Shoes etc.
6. The guard should wear neat uniform while on duty along with identity card.
7. They should not leave the point unless and until the reliever comes for shift duties.
8. The security supervisor will maintain all the registers which are kept at main gate and other points.
9. They have to verify all the office buildings, rooms after 5.00 P.M. to ensure as to whether all buildings rooms are locked properly.
10. From 10.00 P.M. to 6.00 A.M. one Head Guard must be on patrolling duty in the campus by rotation and while patrolling he should check all the building locks including pump houses.
11. They should not give lenient or casual impressions in the duties and they should be alert and attentive.
12. They should observe movement of all the staff, labourers and visitors and stopping the entry of stray animals.
13. They should not allow anybody with vehicles inside the campus without proper entry in the visitors registers.
14. All the vehicles are to be parked in the parking place only. The vehicle should be checked by the Security Guard on duty while coming inside and while going out also.
15. Proper entries are to be made while handing over keys to any staff of ICAR and while taking over too.
16. The security personnel should follow strict attendance and alternative arrangements are to be made by the agency whenever any Head Guard/Security guards going on leave under intimation to this office.
17. Changing of Head Guard/Security Guards should be intimated to the Security Officer
18. Patrolling to the identified points to be carried out every hour in the night.
19. The security staff should follow the codal formalities of Security System while on duty.
20. The security personnel should ensure that proper gate pass has been issued by the Competent Officers for the items taken out of the campus. In case of any doubts, they should immediately contact Security Officer.
21. Provision of weekly paid holiday (min. 4 days/month) should be made to all security staff.

Sd/-
I/c Senior Administrative Officer

C. Technical requirement for the bidder.

1. The firm should be registered with the **Registrar of Companies and registered in the State under Private Security Agency Regulation Act 2005**. The registration should be valid for the whole of contract period.
2. The firm should submit duly certified copy of its account from the **Chartered Accountant** for the last year and copy of **PAN No., EPF No., ESI registration detail**.
3. The firm should be registered with **“Pune District Security Guard Board”** and should **follow the guidelines and wage conditions of it so as to safeguard the welfare of the staff**.

Sd/-
I/c Senior Administrative Officer

**D. TENDERS FOR JOB WORK CONTRACT FOR PROVIDING SECURITY (WATCH & WARD)
SERVICESAT ICAR- National Institute of Abiotic Stress Management, Malegaon (Kh), Baramati**

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/Cellular No. :

E-Mail address :

Employees EPF Registration Number :

Employees ESI Registration Number :

PAN number :

Registration number with the Contract Labour
(Regulation and Abolition) Act, 1970 :

To,
The Director,
ICAR-NIASM,
Malegaon (Kh), Baramati.

Sir,
I/We have read all the particulars regarding the General information and other terms and conditions of the contract for **THE JOB WORK CONTRACT FOR PROVIDING SECURITY (WATCH & WARD) SERVICES, at ICAR-NIASM, Malegaon (Kh), Baramati** and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in Schedule-I to this Tender and I/we agree to hold this offer open till 90 days. The rates quoted will be valid for a period of one year in the event of award of the Contract.

1. I/We shall be bound by a communication acceptance dispatched within the prescribed time.
2. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
3. Every page so attached with this Tender bears my signature and the office seal.
4. DD No. _____ of Rs. _____ (Rupees _____) drawn in favour of ICAR UNIT NIASM payable at Baramati is enclosed as earnest money required.

Yours faithfully

Witness: _____
Address: _____

Signature & Seal of the Tenderer
Telephone No.
Res.:
Mob.

ANNEXURE – II

ICAR–National Institute of Abiotic Stress Management
(Deemed University)

Malegaon KH, GAT-35, BARAMATI, PUNE-413 115, M.S

Phone No- 02112-254057/58, Fax No. 02112-254056

DETAILS OF EXPERIENCE/SERVICE PROVIDED DURING THE LAST THREE YEARS:

Sl. No.	Name of the Deptt./ Organization Phone No.	Period	No. of /Head guards/ Supervisors / Guards deployed	Enclose performance certificate issued, if any, by the deptt.

Signature of Contractor with seal Full address

ANNEXURE – III

CERTIFICATE FOR NON BLACK LISTING

(On non - judicial stamp paper worth Rs. 50 or More)

We.....(name of the firm) certify that our company/ firm has not been black listed by any Government Department/ Government Educational Institutions/ Research Institutes during the last three years.

Authorized signatory of Bidder with Seal

Name.....

Designation.....

SCHEDULE TO TENDERS**SCHEDULE –I****PART-I**

1	Name of the Firm/Agency :	
2	Full address with Post Box No. And Telephone No. if any :	
3	Constitution of the Firm/ Agency (Attached copy) Indian Companies Act, 1956 Indian Partnership Act, 1932 (Please give names of partners) Any other Act, if not, the owners:	
4	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. : 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 partner who has signed the Tenders to refer dispute condemning business of the partnership to arbitration. : If the answer to above is in point one and two 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 your Banker's :	
6	Your Bank account number, Branch & IFSC Code :	
7	Your Permanent Income Tax No./Circle/Ward :	
8	Any other relevant information :	

PART II

9	Earnest Money Deposited :	Yes/No
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PART III

10	Name of the Permanent Representative to be visiting ICAR–NIASM, Malegaon (Kh), Baramati regarding the contract :	
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Date: _____

Place: _____

AUTHORISED SIGNATORY

Please add supplementary pages to be numbered wherever needed by the Tenderer.

**SCHEDULE-II : GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE
CONTRACT FOR SECURITY (WATCH & WARD) SERVICES.**

SCOPE OF WORK :

I. Sufficient Head Guards & Security guards should be provided to watch and safe guard the following Properties.

SL. N O.	POINT	Description	Hours	Total
1	Main Gate[1]	Opening and closing of gate, registration of visitors/guest/vehicles, issue and receipt of entry pass to visitors, proper checking of vehicles/items going out of campus with proper gate pass, watch and ward and any other related work assigned by the Security Officer. *Three Guards as Head Guards.	00-08 08-16 16-24	1+1* 1+1* 1+1*
2	Administrative cum office Building [2]	Opening & Closing of the Gate as per guidelines and complete watch & ward of main building, Generator/power rooms, vehicles in parking, lawn area [including plants and flower pots] any other related works	00-08 08-16 16-24	2 2 2
3.	Director Residence (Type VII)	Complete watch and ward of Directors residence and any other related work assigned by Director / Security Officer.	00-08 08-16 16-24	1 1 1
4.	Farm office cum back gate, South side farm including Fish pond & Animal shed	Complete watch and ward [including patrolling] of animal shed indoor/outdoor, farm stores, feed/fodder stores. Reporting to Security Officer immediately if any sickness/foaling observed in Farm Animals and other related work assigned by the Security Officer	00-08 08-16 16-24	2 2 2
5	Remand Home Land at Malad	Complete watch and ward [including patrolling] of registration of visitors / guest / vehicles and any other related work assigned by Security Officer	00-08 08-16 16-24	1 1 1
6	Guest house, Student hostels, School Buildings and Type IV quarters	Complete watch and ward [including patrolling] of Guest house and residential complex; any other related work assigned by Security Officer	00-08 08-16 16-24	2 2 2

II. To maintain necessary records of Visitors, Vehicles Entry passes, Articles taken out of the Institute premises, case of theft/loss, damage to Institute property etc.

III. (a) Providing round the clock security guards at above mentioned properties.

- i) Patrolling of main campus round the clock.
- ii) Providing Head Guard round the clock for 24 hrs.

Instructions for Bidders

1. The supporting/allied services staff should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave under intimation to this office.
2. Changing of Staff/Supervisor should be intimated to the Security Officer, ICAR –NIASM, Malegaon (Kh), Baramati.
3. The Director, ICAR–NIASM, Malegaon (Kh), Baramati reserves the right to reject any or all quotations in whole or in part without assigning any reason therefore. The decision of the Director, ICAR-NIASM, Malegaon (Kh), Baramati shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.
4. The staff provided should also maintain secrecy and discipline in the premises of Institute.
5. The staff provided should be capable of reading and writing Hindi and English with a minimum qualification of Middle Standard.
6. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized Officer of Institute for the purpose. All complaints should be immediately attended to by the Agency.
7. Uniform with Shoes, Cane Lathi, LED Torch along with colour specifications and pattern approved by Institute should be supplied by the contractor to the workers at his own cost and it should be ensured that the working staff etc., are in proper uniform with photo identity card while on duty.
8. The agreement is terminable with one month notice on either Side.
9. The contractor shall not sublet the work without prior written permission of the Institute.
10. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
11. The selected agency shall provide the necessary personnels at ICAR-NIASM, Malegaon (Kh), Baramati and other units which are located in/attached with the Complex, as per labour acts prevalent in the State. The agency shall deploy reliable persons with robust health and clean record with the age group of 20 to 50 years. In case any of the personnel so provided is not found suitable by the Institute, the Institute 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 personnel immediately.

12. The persons so provided by the agency under this contract will not be the employee of the Institute and there will be no employer-employee relationship between the Institute and the person so engaged by the contractor in the aforesaid services.
13. Payment for service contract will be made monthly upon submission of pre receipted bill.
14. After physical inspection of the site, a very detailed assessment/requirements of personnel for providing job work contract for security on watch & wards services at the ICAR-NIASM, Malegaon (Kh), Baramati shall have to be furnished along with the Tender. However, the Tenders should indicate only the lump-sum amount in respect of all the services covered under this contract and that rates should not be proposed on the basis of manpower to be deployed under the contract. No request for alteration in the rates once quoted will be permitted within one year.
15. The rates to be quoted should include cost of each and every item including transportation cost, manpower cost and taxes etc. The Institute shall not bear any extra charge on any account whatsoever i.e. EPF contribution, Uniform, OTA etc.
16. 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. 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 the Secretary, ICAR shall be final and binding on the contractor.
17. Income Tax will be deducted from the payments due for the work done as per rule.
18. They should not leave their points unless and until the reliever comes for shift duties, Supervisor should maintain all the registers, which are kept at concerned Section.
19. The Contractor must employ adult labour only Employment of child labour may lead to the termination of the Contract.
20. 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.
21. Security Agency may provide extra Security Guards on prior notice for the Institute, as and when required on Prorata basis.

22. PAYMENT TO WORKERS SHOULD BE MADE Before 7th of every month irrespective of the payment of bill received from ICAR-NIASM.
23. An earnest money of **Rs. 60,000/- (Rupees Fifty thousand only)** must be deposited in the form of demand draft/pay order payable to “**ICAR-UNIT NIASM**”, payable at **Baramati** & should reach this institute before last of receipt of the tender. The particulars of the earnest money deposited must also be super scribed on the top of the envelope by indicating the draft/pay order number and date, failing which the tenders will not be opened. The tenders will not be considered if earnest money is not deposited with the tenders. **However, EMD is exempted for agencies registered with NSIC.**
24. **Risk Clause:** Institute reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by rising a separate claim. Also it should be noted that, **if the firm leaves the tender contract in between, its security deposit will be forfeited automatically.**

General Conditions

1. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resale from his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the Institute. 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 Institute.
2. The tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of 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.
3. If tenderer does not accept the offer, after issue of letter of award by Institute within 07 days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.
4. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other

related documents must be signed by every partner of the firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the Institute 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 tenders and the schedules to the tenders and annexure, if any, should be signed by the tenderer.

5. The Institute is not bound to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders in whole or in part. You are however at liberty to tenders for the whole or any portion or to state in the tenders that the rates quoted shall apply only if the tenders are considered fully. Other conditional Tenders will not be accepted.

6. The successful tenderer has to deposit 10% of the total annual value of the contract in shape of DD/FDR in favour of "ICAR UNIT NIASM" for the contract after receiving a communication from the Institute, within a period of one week before taking over charge of the contract. In the event of non-deposition of the same, the earnest money will be forfeited.

7. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.

8. Service tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and Institute will not entertain any claim whatsoever in this respect. However the service taxes or any other tax which is as per the rules of the Govt., shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.

9. Director, ICAR-NIASM, Baramati reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons, not mandatory to be communicated to the tenderer.

10. Decision of the Director, ICAR-NIASM, Baramati shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any on the contract will be settled at his/her 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 of the Institute. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.

11. Acceptance by the Institute will be communicated by FAX/Express letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the FAX/Express letter etc. should be accepted upon immediately.

12. The following documents/vouchers are required to be enclosed with the tender form which are the terms and conditions of the tender's document :-

- a) Registration certificate of the firm under the work contract of the Govt. of India/ State Govt.
- b) **Minimum annual turnover of the firm not less than (Rs.50.00 lakhs) (Rs. Fifty lakhs) during the last 3 Financial years (2013-14, 2014-15, 2015-16)**
- c) **Last three years continuous experience of the firm in the field of providing such services in Central Govt. establishments/Autonomous bodies of Govt. of India/ Corporations of Govt. of India/reputed public or private organizations' provide the details in enclosed tabular form.**
- d) Certified Balance Sheet of the firm for last year of the service contract by the Chartered Accountant.
- e) Duly certified copies of the satisfactory services where the Tenderer is providing the services for the last three years.
- f) Employee EPF registration certificate issued by State Govt. etc.
- g) Employee ESI registration certificate issued by State Govt. etc.
- h) The contractor/agency must have a registration with the Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the labour licence under this Act.
- i) Number of staff/supervisors registered under ESI & EPF separately. Minimum 50 nos. (Staff/Supervisors) required with their ESI & EPF contributions. Documentary proof of vouchers to be required and may be attached.
- j) Service tax registration certificate issued by Govt. etc.
- k) Successful Tenderer will have to enter into a detailed contract agreement deed with ICAR on non-judicial stamp paper of appropriate value before commencement of work.

Note: The technical bids and financial bids should be submitted in separate envelopes to be sealed and put in a main cover.

Sd/-

Senior Administrative Officer

ICAR-National Institute of Abiotic Stress Management,
Malegaon (Kh), Baramati.

LIQUIDATED DAMAGES CLAUSE:

1. An amount equivalent to two days of contract amount subject to a minimum of Rs.1000/- (Rupees one thousand only) will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the firm by Institute and if no action is taken within **one hour** liquidated damages clause will be invoked.
2. In case of any occurrence & theft incident during the period of contract or the deployed person of the contractor during the course of their duty damages, destroy, defaces or spoils any of the properties of ICAR-NIASM, Malegaon (Kh), Baramati, the contractor will be held responsible for the same to the extent of financial liability and the same shall be recovered from the contractor's bill or Security deposit.
3. Any misconduct/misbehaviour on the part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.
4. The Director, ICAR-NIASM, Malegaon (Kh), Baramati reserves the right to reject any or all Tenders in whole or in part without assigning any reasons therefore. The decision of Director shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

Sign. & Seal of the firm