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Rajendra Nagar,
Hyderabad – 500 030
<http://niphm.gov.in>

Date: 04/05/2013

NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES

Sealed tenders are invited from qualified agencies for providing security services. The method of submission of tender, amount of Earnest money / Security Deposit and General Terms and Conditions applicable to tender, the technical specifications have been given in the Tender document. The proforma for submission of tender has been given in Technical Bid Part-A (Annexure –I) and Financial Bid Part-B (Annexure II) of this Notice Inviting Tender. The schedule of tender is given as under:

Schedule of Tender:

Tender No.	No. 307/3/SS/2013/
Last date and time of receipt of Tender	Up to 3.30 PM on 27/05/2013
Amount of Earnest Money Deposit as per clause 8.2 of N.I.T.	Rs. 10,000/- (Rupees Ten Thousand only). The demand draft from a Nationalised bank/Scheduled Bank should be drawn in favour of 'NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT' payable at Hyderabad-500 030.
Date and time of opening of tender	On 27/05/2013 at 4.00 PM
Venue	National Institute of Plant Health Management, Rajendranagar, HYDERABAD – 500 030. A.P.

The tender document along with terms and conditions can be downloaded from website <http://niphm.gov.in>.

The tender, complete in all respects must in all cases be received in this office before the date and time indicated in the Schedule of tender as above. The tenders received after the scheduled date and time will be rejected outright. All outstation tenders should be sent by Registered/Speed Post. The NIPHM will not be responsible for any delay in receipt of tender for any reason, whatsoever.

**Administrative officer
For Registrar**

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1. Preamble of Tender

National Institute of Plant Health Management, an autonomous Institute under Ministry of Agriculture, Govt. Of India is mandated to promote environmentally sustainable Plant Health Management Practices in diverse and changing agro-climatic conditions and provide policy support to Central and State Government on Plant Health Management, Sanitary and Phyto - sanitary issues and emerging bio-security challenges.

In order to secure the government property NIPHM invites '**Sealed Bids**' under '**two cover system**' providing **security services** from qualified service providers registered **under AP Shops and Establishment Act, 1988 (copy should be invariably enclosed)**.

2. CHECK LIST

BIDDER TO FILL IN THE CHECK LIST GIVEN BELOW

(State YES/NO for each item)

Sl. No.	Details	YES/NO
1.	Whether the Technical Bid (envelope A) and Price Bid (envelop B) are submitted in separate covers and both the covers enclosed in a common envelop.	
2.	Whether Technical Bid (envelope A) contains:	
	a) Earnest Money Deposit (EMD) amount	
	b) Pre-Qualification details as laid down in the Tender under Eligibility Criteria.	
	c) Technical Bid in the original Tender document and other supportive documents	
	d) The filled up and signed Technical Specification. Annexure – I	
	e) Letter of Authorisation for signing the Tender document.- Annexure – III	
	f) Audited Annual reports	
3	Whether Envelope-B contains: Filled up and signed Financial Bid documents – Annexure - II	

NOTE: Please ensure all the relevant boxes are marked YES/NO against each column.

IMPORTANT NOTE: Tenderers must ensure that all the required documents indicated in the Tender documents are submitted without fail. Tenders received without supporting documents for the various requirements mentioned in the tender document are liable to be rejected at the initial stage itself.

3. SALIENT FEATURES OF THE TENDER

TENDER FOR PROVIDING SECURITY SERVICES		
1	Tender inviting Authority , Designation and Address	The Registrar, National Institute of Plant Health Management, Rajendranagar HYDERABAD – 500 030. A.P. Phone No. 24015346/043/374 Telefax No. 24015346 Email : niphm@gov.in ; registrarniphm@nic.in Website : http://niphm.gov.in
2	a)Name of the Work	PROVIDING SECURITY SERVICES
	b)Tender reference	F.No. 307/3/SS/2013/
	c)Place of contract	NIPHM, Rajendranagar, Hyderabad – 500 030. A.P.
	d) Contract Period	The contract period will initially be for one year, extendable on satisfactory performance and mutual consent on the same terms and conditions on half year/yearly basis subject to a maximum period of another two years.
3	Tender documents available place and due date for obtaining tender	On all working days from the date of publication of Tender to 27/05/2013 (upto 3.30 PM) . Tender documents can be downloaded from http://niphm.gov.in at free of cost
4	Earnest Money Deposit (EMD)	<i>The Earnest Money shall be Rs. 10,000/-(Ten Thousand Rupees Only) payable by demand draft from a Nationalised bank/Scheduled Bank or Irrevocable Bank guarantee should be drawn in favour of 'NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT' payable at Hyderabad. Tenders not accompanied by EMD shall be rejected summarily.</i>
6	Due Date, Time and Place of Submission of Tender	Up to 3pm on 27/05/2013 at the address mentioned in (1)
7	Date, Time and Place of Opening of Technical Bid-A	On 27/05/2013 at 4 PM at the address mentioned in (1)

8	<p>Other important criteria specified by the Tender Inviting Authority:</p> <ol style="list-style-type: none"> 1. Eligibility Criteria: <ol style="list-style-type: none"> a) The firm should have been registered under AP Shops & Establishment Act, 1988. b) The firm should have at least 3 years experience in providing security services during the last five years as on 31.03.2013. Of the three years, the tender should have provided security services to Central autonomous /PSU/Govt. Dept., at least for one year. c) The annual gross turnover of the firm should not be less than Rs. 5,00,000/- at least for 3 years out of the last five years. d) The firm should be registered under the Service Tax Rules, 1994. e) The firm should be income tax assessee. f) The firm should be registered under EPF Act. g) The firm should be registered under ESI Act. 2. Two cover System will be followed and the Tenderers are required to submit Technical bid and Price bid / Price Bids in separate sealed covers and both of these covers should be enclosed in a common envelop and submitted to the Tender Inviting Authority.
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4. GENERAL INSTRUCTIONS AND SCOPE OF WORK

4.1 The Tenderers are requested to examine the instructions, terms & conditions and specifications given in the Tender. Failure to furnish all required information in every respect will be at the Tenderer's risk and may result in the rejection of their bid.

4.2 Clarifications in the Tender

- a) A prospective Tenderer requiring any clarification regarding the Tender may address the Tender Inviting Authority by letter or by Fax. NIPHM will respond in writing to any request for clarification in the Tender.
- b) The responses to the clarifications will also be notified on NIPHM's website <http://niphm.gov.in>

4.3 Amendments to the Tender

- a) NIPHM may amend the Tender Conditions up to 2 days prior to the time fixed for receipt of the Tender.
- b) Amendment to the tender, in response to clarifications sought by prospective Tenderers, is solely at the discretion of NIPHM. Such amendments will be notified on NIPHM's website.
- c) NIPHM, at its discretion, may or may not extend the due date and time for the submission of bids on account of amendments. Extension of time will be notified on NIPHM's website.
- d) All the Tenderers are advised to periodically browse NIPHM website <http://niphm.gov.in> for any amendments or corrigenda issued in connection with this

Tender. NIPHM will not be responsible for any misinterpretation of the provisions of this tender document on account of the Tenderers' failure to update the bid documents based on changes announced through the website.

4.4 The tender should be addresses to

The Registrar,
National Institute of Plant Health Management,
Rajendranagar
HYDERABAD – 500 030. A.P.
Phone No. 24015346/043/374 Telefax No. 24015346
Email : niphm@gov.in ; registrarniphm@nic.in ;
Website : <http://niphm.gov.in>

4.5 Any offer made in response to this tender when accepted by NIPHM will constitute a contract between the parties.

4.6 NIPHM NOT BOUND BY ANY PERSONAL REPRESENTATION

The supplier shall not be entitled to any increase in the rates or any other right or claim whatsoever by any reason or any representation, explanation or statement or alleged representation, promise or guarantee given or alleged to have been given to him by any person of the NIPHM.

4.7 MEMBERS OF THE NIPHM NOT INDIVIDUALLY LIABLE

No Director or official or Employee of the NIPHM shall, in any way, be personally bound or liable for his / her acts or obligations of the NIPHM under the contract or answerable for any default or omission in the observance or performance of any acts, matters or things which are herein contained.

4.8 The contractor shall indemnify the principal employer (NIPHM) against any risk and damages arising out of the default on the part of contractor due to his negligence or that of his employee or non compliance of any of the aforesaid rules, regulations etc. laid down by the government and other statutory authorities from time to time.

4.9 In case of any dispute between contractor & workers, it is the responsibility of the contractor to settle them amicably and the Institute will not be a party to them and will not be responsible for any lapses, etc., on the part of the contractor vis-à-vis his workers. If under any circumstances a court awards decree against the Institute in cases relating to the workers employed by the contractor at the Institute, the contractor shall himself make all necessary action in fulfilment of the decree and the Institute as such shall not be liable to take any action. The workers engaged by the contractor will not have any type of claim against NIPHM and the contractor shall be liable and responsible for compliance of all Labour laws.

- 4.10 The contractor will comply with all the provisions regarding licensing, welfare and health, procedure, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation and Abolition) Act 1970 and also orders issued by Govt. of Andhra Pradesh framed there under and for its non compliance, the contractor shall only be responsible for penalties levied by the appropriate Authority under the Act. The contractor shall also be liable to comply with all other labour and industrial laws and such other acts and statutes (including Factories Act, Payment of Bonus Act, Payment of Gratuity Act EPF Act, ESI Act, Minimum Wages Act, workman's compensation Act and Industrial dispute act etc). Depositing of P.F. Contribution as may be applicable is the responsibility of the contractor at his/her own expenses and shall not be reimbursed by NIPHM. Any default in compliance/violation of any loss or contravention of any of the provisions referred to above, the contractor shall alone be held responsible. **The rate quoted will be valid for the period of contract and no hike will be admissible, except for increase in wages to be compliant with the Minimum Wages Act from time to time.**
- 4.11 NIPHM shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the contractor. NIPHM shall also not be liable for breach of any labour laws or any other laws in force by the contractor or the persons deployed on duty. The person or institution to which the contract is given will not be entitled to any other allowances or benefits, which are not included in the contract
- 4.12 The contractor shall have to execute the contract according to the provisions of the Act and Rules made there under. The cost of executing the contract, such as stamp duty, drafting charges etc., shall be borne by the contractor as fixed by NIPHM.
- 4.13 NIPHM reserves the right to forfeit the EMD of bidders on account of (i) premature withdrawal from the bid (ii) non- payment of security deposit (iii) failure to execute the agreement within 07 days of receipt of the letter of award of contract. The decision of the Director General, NIPHM shall be final in this regard.
- 4.14 The agency shall not transfer or assign sub-contract to any other party. The agency shall be absolutely responsible and liable for any personal injuries or death and or property damage or losses suffered to the NIPHM due to negligence of the contract personnel in their performance of the services required under the contract.
- 4.15 **Corrections**, if any, in the tender document must be **attested**. All amounts shall be indicated both in words as well as in figures. Where there is difference between the amount quoted in words and figures, amount quoted in words shall prevail.

5. ELIGIBILITY CRITERIA

The Tenderers should meet the following Eligibility Criteria for quoting the tender and the proof for the Eligibility should be provided in the Technical Bid with index (Page No.).

Sl. No	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility
1	Tenderer should have been registered under AP Shops and Establishment Act, 1988.	The tenderer should produce a copy of valid registration.
2	The firm should have at least 3 years experience in providing Security during the last Five years Services as on 31.03.2013.	Documents to prove that the Company/Firm has provided such services for 3 years.
3	The tenderer's annual gross turn over should be Rs. 5,00,000/- for 3 years during the last five financial years.	Tenderer should enclose the Audited Balance Sheet for the previous five years.
4	The firm should be registered under the Service Tax Rules, 1994.	Self attested copy of the certificate.
5	The firm should be income tax assessee at least for a period of three years.	<i>Self attested copies of the acknowledgement of Income tax returns on behalf of the company or firm PAN Card of the company or firm should be enclosed.</i>
6.	The firm should be registered under EPF Act.	The Tenderer should submit the copy of the certificate to this effect.
7.	The firm should be registered under ESI Act.	The Tenderer should submit the copy of the certificate to this effect.
8	Earnest Money Deposit	<i>The tenderer should enclose demand draft drawn on any scheduled bank for an amount of Rs. 10,000/- or Irrevocable Bank guarantee drawn in favour of "National Institute of Plant Health Management" irrespective of the number of services rendered.</i>

6. Job specifications and Scope of work

- NIPHM is having nearly 16 acres of land, auditorium, hostel block and other laboratories/buildings and also at NIPHM Quarters. NIPHM requires in all 13 Guards (semi-skilled) as detailed below :

	PLACE OF POSTING OF SECURITY GUARD				NFB
	Main gate	Hostels	Quarters	Patrolling at NIPHM	
Shift 1	1	1	1	-	1
Shift 2	1	1	1	-	1

Shift 3	1	1	1	2	-
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2. NIPHM will have every right to increase or decrease the strength of the security points based on the requirements. For such increased number, extra charges will be paid based on the approved rate. The successful tenderer should provide such the services to NIPHM on demand.
3. The agency shall provide the security services round the clock in shifts as directed by the organisation from time to time and should safe guard the property of NIPHM.
4. The duty points to be fixed will be at the sole discretion of NIPHM.
5. It is also the responsibility of security personnel not to allow animals like cows, buffaloes, sheep and dogs etc., in the Campus.
6. The duty hours of the security personnel are 8 hours per day. The contractor has to provide security services till completion of the contract period or till finalization of the new tender whichever is later. The contractor shall provide the total number of security guards as mentioned in job specifications, without any deviation also the contractor shall not engage a single security guard more than one shift a day.
7. The guards should be deployed subject to medical check up before resuming duty for the Institute. They should be able to speak, Telugu and Hindi. The security guard (Semi-skilled) should be able to speak and write Telugu and Hindi and should be at least 10th Standard pass. They should be disciplined with sound character and good service record.
8. Security Guards should be not less than 21 years of age or above 50 years of age. The Security Guards should be trained. The contractor or his authorized representative should invariably meet the Registrar, NIPHM, Hyderabad at least once in a fortnight to have a review on the entire security and other arrangements.
9. The trained Civilian Guard should be strong, stout, intelligent, alert and mentally sound and they will be deployed subject to medical check up before resuming duty at NIPHM.

10. The contractor will have to ensure satisfactory standards of its employee's competence, conduct, cleanliness and integrity. Neglect of duties, undesirable act, misbehaviour and consumption of alcohol while on duty etc., **shall not be condoned.**
11. The firm should ensure that they pay minimum wages, as per the Minimum Wages Act, from time to time to the guards. Failure to pay minimum wages will render termination of the contract.
12. The staff engaged by the person or institution to whom the contract is given shall be deemed to be the servants or employees of the person or institution to whom the contract is given and such staff shall not be considered or deemed to be the employees and servants of the Institute.
13. A person or institution to which the contract is given must inform within seven days of the execution of the contract the names of the persons and staff who have been engaged by that person or institution to the Institute. Such person shall be issued by the contractor a laminated I.C. affixing latest photograph giving details of Name, Age, Ex-designation, Name of the Agency, date of appointment, EPF No., any other details, duly signed by responsible officer of the Institute.
14. The person or institution to whom the contract is given shall ensure that the security personnel wear only that pattern of uniform, which is approved by the Institute. Uniform and uniform kit like whistle, leather shoes, leather belts, lathi, jersey/over coat, rain coat, torches, shoulder badges, caps with monogram will also be supplied to the security personnel by the contractor. In case the person so deployed is found to be "not alert" or "not in proper uniform, dress or commits any indiscipline act or breach of any of the terms and conditions of the contract" the Institute shall have the right to impose any punishment or fine upto Rs.1,000/- (rupees one thousand only) on the contractor. In case of three defaults, the Institute has the right to terminate the contract by giving notice of seven days.
15. In case, the person so deployed by the contractor, is found absent, the Institute shall have the right to treat such person as `absent from duty and deduct the proportionate amount of such person from the bill and also impose fine, as deemed fit.
16. The actual cost on account of loss or damage to the Institute's property because of negligence of the contractor's personnel will be deducted from the bills after conducting proper enquiry.
17. The Institute shall not be liable for any illegal action or omission made by the staff of the contractor. In case of any loss or damage to the Institute on account of any act, omission, negligence on the part of the contractor and/or its staff etc., in handling of the duties/functions entrusted or otherwise or on account of breach, omission, failure or negligence on the part of the contractor or its representatives in the compliance of provisions thereof or in carrying out, executing, doing, performing or fulfilling any of its obligations or operations hereunder, the contractor shall be liable to make good such loss or damage determined by the Institute and shall

not be open to any question by the contractor. The Institute may recover such amount or loss of damage from the contractor's bills. If the amount of such loss or damage is not recovered or paid up by the contractor forthwith on demand, the contractor shall be liable to pay the said amount with interest @18% per annum thereon from the date of demand till the date of actual payment.

18. The contractor shall take liability of Insurance to cover all the persons employed by the contractor and shall produce the documentary evidence in this regard such as the ESI and PF Account numbers of the person (s) deployed at NIPHM.
19. The contractor is required to comply with all the legal liabilities and if the contractor is found failing to comply the provisions of various Acts applicable to the contractor and the contract labourers, the Institute can ask for the records for inspection and the contractor is required to comply with all the liabilities to be discharged and in case of any failure on the part of the contractor, the Institute shall withhold payment of its bill.
20. The Institute shall not be liable to offer legal services for the offence, if any, committed by any staff of the contractor to whom the contract is given.
21. The terms and conditions of this tender shall be part and parcel of the contract executed by the person or institution whose tender is accepted.
22. The person or institution to whom the contract is given is bound to abide by the instructions on security matters issued by the Institute from time to time.
23. The person or institution who submits their offer must have office in the twin cities of Hyderabad and must inform the Registrar, NIPHM about the address of the registered office, telephone numbers etc. All correspondence shall be addressed to that Office and it is deemed to have been received by the person or institution to whom the contract is given.
24. The Institute will have privacy of contract with the contractor only and will give instructions to him and will have nothing to do or be concerned with the conditions of employment of the workers working for the contractor.
25. The Institute shall not be liable for any claim arising out of dismissal or retrenchment or re-employment of the workers engaged/employed by the contractor.
26. In case, the contractor or his workers are allowed to work in the premises of the Institute, the contractor will have no right or lien upon the premises and the contractor and his workers will move out of the premises at the instance of the Institute on expiry of contract.
27. The contractor will be liable not only to pay wages to his employees, but the retrenchment compensation, notice pay, gratuity or bonus as payable and the principal employer will not be held liable for any obligation of the contractor.

28. The Institute will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against the Institute. If any such claim is made against the Institute by any worker or his heirs engaged/employed by the contractor, which the Institute is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at the Institute premises or otherwise, the contractor will be liable to indemnify/reimburse the Institute all the money paid in addition to the expenses incurred by him.
29. The contractor shall give an affidavit and/or undertaking or both in favour of the Registrar, NIPHM every following month to the effect that he has paid wages to his workers and also complied with the provisions of the Employees Provident Fund and Miscellaneous Provisions Act and Employees State Insurance Act.
30. The contract may be terminated even before the stipulated period of the contract by the Institute by giving seven days notice in writing.
31. The bidder should enclose attested copies of testimonials/certificates issued by the previous clients.
32. List of records to be maintained by the Security Agency for operations in NIPHM shall be subject to scrutiny/inspection by the authorized officer of the Institute.
33. The agency should provide only those security guards whose police verification for character and antecedents was strictly done.
34. Director General, NIPHM reserves the right to reject any or all the quotations received without assigning any reason whatsoever.

7. TENDER COST AND EMD

7.1 Cost of Tender Document:

The Tender document can be downloaded from NIPHM website free of cost.

7.2 EMD Amount and Mode of Submission:

A demand draft or irrevocable Bank guarantee for Rs. 10,000/- drawn in favour of "NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT", payable at Hyderabad should be submitted along with technical bid.

- a) "The EMD amount of the unsuccessful Tenderers will be returned after the acceptance of the successful Tenders within a reasonable time.
- b) The EMD amount held by NIPHM till it is returned to the unsuccessful Tenderers will not earn any interest thereof.
- c) The EMD amount of Successful Tenderers will be adjusted as part of the Security Deposit (SD) due for successful execution of the contract.

- d) Tenders **without** EMD amount will be **rejected** by NIPHM as non-responsive. If the tenderer is exempted from submission of EMD, he should enclose the copy of the supporting document / certificate issued by Government along with the Tender.
- e) If a Tenderer withdraws the tender during the period of tender validity specified in the tender (or) in the case of the Successful Tenderers, if the Tenderer fails to sign the contract or to remit Security Deposit, the EMD amount shall be forfeited to the NIPHM.

7.3 COST OF BIDDING

The Tenderer shall bear all costs associated with the preparation and submission of its tender and the NIPHM will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

7.4 RATES AND PRICES

Bidders should quote the rates in the format given Price Bid - Annexure – II. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing or over writings are permissible. Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall require forfeiture of EMD.

8. SUBMISSION OF TENDER

Submission of Tender: Two-cover system will be followed:

8.1 General Instructions:

- a) The Tender invites bids under Two Bid system in 2 Parts viz. **(1) Technical Bid** and **(2) Price Bid**. The first stage enables the NIPHM to know whether the Bidder is technically competent and capable of executing the order. Only those bidders who qualify in the Technical Bid stage would be eligible to take part in the second stage viz. Price Bid stage. The Price Bids of Tenderers who fail in the Technical Bid Evaluation will not be opened.
- b) The bids should be submitted in two envelopes viz.
Envelope-A: Technical Bid / PART – A (Annexure I)
Envelope-B: Price Bid/Price Bids / PART – B (Annexure II)
- c) Both the covers must be sealed separately and superscribed with Tender number, due date and Name of the Envelope on the respective covers. These two covers should be enclosed in a separate cover and addressed to the Inviting Authority i.e., Registrar, NIPHM, Rajendranagar, Hyderabad – 500 030.

8.2 Details to be furnished in the Envelope-A Technical Bid:

- a) Crossed Demand Draft or Irrevocable Bank guarantee towards EMD.
- b) Profile of the Company – stating whether the firm is partnership/registered under the Companies Act along with its necessary enclosures.
- c) Authorisation letter (as per Annexure III) from the Competent Authority of the Company to sign this Tender document. Documents received without such authorisation will not be considered for further processing. This is not applicable if the proprietor signs himself as competent authority.
- d) The Tenderers should furnish the location with addresses and license details of the firm.
- e) The Tenderers shall furnish as part of the bid, documents establishing the Tenderers eligibility to bid and its qualifications to perform the Contract if their tender is accepted.
- f) The Tenderers should have the technical and financial capability necessary to perform the contract.

The documentary evidence of the Tenderer's qualifications shall be established to the satisfaction of NIPHM.

8.3 Signing of Bids

Individual signing the tender or other documents connected with contract must Specify whether he signs as:

- i) A “Sole proprietor” of the concern or constituted attorney of such sole proprietor;***
- ii) A partner of the firm, if it is a partnership firm in which case he must have authority to execute on behalf of the firm.***

- a) The bids shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorised to bind the Tenderer to the Contract. **Tenderers are requested to sign each and every page of the tender document including Annexure(s) attached thereto.**
- b) Any alterations, erasures shall be treated valid only if they are authenticated by full signature by the person or persons authorised to sign the bid. Tender documents should be free from over writing.

(please sign on each page)

8.4 **Details to be furnished in the Envelope-B i.e., Price Bid**

Prices must be quoted only in the Price Bid Form (Please see the “**PART-B- PRICE BID – ANNEXURE II**”.

The prices quoted should be both in figures and words. If there are any variations between the figures and words, price quoted in words only will be considered.

8.5 **Mode of Submission:**

- a) Both the Envelopes viz. **Envelope-A** and **Envelope-B** must be put in a single cover, sealed and must be superscribed “**Tender for PROVIDING SECURITY SERVICE AT NIPHM**”. It shall be addressed to The Registrar, National Institute of Plant Health Management, Rajendranagar, Hyderabad – 500 030. A.P.
- b) The Tender may be dropped in the Tender box kept at NIPHM office.
- c) Alternatively, the Tenders must reach NIPHM on or before the due date and time by registered post/courier. NIPHM will not be liable or responsible for Postal/Courier delay, if any.
- d) The Tenders received after Due Date and Time or Unsealed or incomplete shape or Tenders submitted by Facsimiles (FAX) or by Electronic mail will be summarily rejected.
- e) A Tender once submitted shall not be permitted to be altered or amended.

8.6 **FORCE MAJEURE CONDITIONS**

If at times during the continuance of the Agreement/Contract, it becomes impossible by reason of war or war-like operations, epidemics, pestilence, earthquake, fire, storm or floods, the firm shall during the continuance of such contingencies not be bound to execute the contract as per the agreement/contract.

The work shall be resumed immediately after the contingency/cies has / have ceased or otherwise determined and the Successful Bidder's obligations shall continue to be in force for correspondingly extended period after the resumption of execution. The Successful Bidders shall however inform the NIPHM by registered post/fax about such Act duly certified by the Commissioner of Labour at the beginning and end of the above causes of delay within 10 (ten) days of occurrence and cessation of such Force Majeure conditions.

In the event of delay lasting over one month, if arising out of cause of Force Majeure, the NIPHM reserves the right to cancel the contract without any compensation. Only events of Force Majeure which affects the order progressing at the time of its occurrence shall be taken into cognizance. The NIPHM shall not be liable to pay extra costs due to delayed supplies made under Force Majeure.

8.7 DISPUTES AND ARBITRATION

- a) All matters relation to any dispute which may arise during the execution of the contract shall be referred to Arbitration of an Arbitrator to be mutually agreed upon between the parties. On the whole, provisions of the Arbitration and Conciliation Act,1996 shall prevail.
- b) The venue of such Arbitration shall be at Hyderabad only. Arbitration suits or any other claims filed in any Court of Law outside Hyderabad City will not be binding on NIPHM.

8.8 JURISDICTION

Subject to the above Clause, it is hereby agreed that Hyderabad City have jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with this contract agreement. The contract shall be governed by the Laws of Union of India/Government of Andhra Pradesh in force

8.9 Service of Notice:

Any notice hereunder may be served on the Successful Tenderer by Registered Post at his last known address. Proof of issue of any such notice should be conclusive of the Successful Tenderer having been duly informed.

9. OPENING OF TENDERS

9.1 Tender Opening:

- a) Tenders will be opened at the prescribed date and time in the presence of Tenderers or their representatives who choose to be present. The representatives of Tenderers must bring the authorisation letter from the bidding companies for attending the Tender opening. Not more than two representatives for each Tenderer would be allowed to take part during the bid opening process.
- b) Envelope-A containing Technical Bid would be opened first. Eligibility Criteria such as payment of EMD and compliance with pre-qualification conditions will be checked. The supporting documents would be cross checked wherever required.
- c) Only the Technical Bid will be opened on the due date.
- d) The date, time and venue of opening the Price Bid will be intimated separately. The Financial bids will be opened at the appointed time in the presence of bidders who choose to be present.
- e) Tenders non compliant with any of the tender terms will not be considered for the next stage i.e. for opening of the Price Bid.

10. TENDER EVALUATION CRITERIA:

The evaluation of Tenders will be done by NIPHM as detailed below:

10.1 Technical Bid evaluation :

Tenderers will be eligible for further processing only if they fulfil the following criteria

- a) Payment of EMD.
- b) Compliance with the eligibility Criteria.
- c) Compliance with Technical and capacity requirements.

NIPHM will prepare a list of Tenderers whose bids are substantially responsive with the technical and capacity requirements as given in Tender form. The Tenderers who do not match eligibility criteria or which do not conform to the Technical Specifications / Tender Conditions shall be rejected. The Eligible Tenderers alone will be considered for further evaluation.

10.2 PRICE BID EVALUATION:

Opening of Envelope-B Price Bid:

Tenderers who are qualified in Technical Bid (Envelope-A) only will be called for Price Bid opening. The technically qualified Tenderers alone will be informed about the date and time of opening of the Price Bid and their Price Bids alone will be opened on the due date and time in the presence of the Tenderers or their authorised representatives who choose to be present. The contract will be entrusted to the Tenderer, whose bid has been determined as L1.

*If the lowest tenderer, fails to execute the contract, **NIPHM will have the right to consider 2nd lowest or subsequent quotation or reject/cancel all the tenders without assigning any reason thereof. The decision of NIPHM will be final in this regard.***

11. ACCEPTANCE OF TENDER

- a) The final acceptance of the Tender is entirely vested with NIPHM which reserves the right to accept or reject any or all of the Tenders in full or in part.
- b) After acceptance of the Tender by NIPHM, the Tenderer shall have no right to withdraw his Tender or **claim higher price except for increase in wages to be complaint with Minimum Wages Act from time to time.**
- c) The Tender accepting authority may also reject all the Tenders for reasons such as changes in the scope of work, lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.

- d) After acceptance of the Tender, NIPHM would issue Letter of Acceptance (LOA only to the Successful Bidder(s). The letter of acceptance will include the details along with terms and conditions of the tender.

12. PAYMENT OF SECURITY DEPOSIT (SD):

- a. The Successful Tenderer will be required to remit the Security Deposit of 5% of the total annual value of the contract by Demand Draft or Bank Guarantee. Since the EMD amount will be adjusted towards the security deposit to be paid The successful bidders shall remit the balance security deposit amount due. The security deposit should be paid by way of Demand Draft in favour of NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT payable at Hyderabad or in the form of unconditional and irrevocable Bank Guarantee, which will be valid up to contractual period from the date of agreement.
- b. In case ,the successful Bidders pays the Security Deposit by way of Demand Draft, the security deposit / performance guarantee will be released to the Successful Bidders only after 90 days of Successful Execution of the work order. The Security Deposit held by NIPHM till it is released to the Successful Bidder will not earn any interest thereof.

13. EXECUTION OF AGREEMENT:

- a) The successful Bidder is required to execute enter into an Agreement on non-judicial stamp paper of Rs.100/- for fulfilment of the contract. Along with the Agreement the required Security Deposit shall be remitted.
- b) The successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or Body Corporate for the execution of the contract or any part thereof.

14. Terms of Payment:

The payments will be released on monthly basis within a ten days after receipt of bill, certification by the officers concerned nominated for this purpose stating that the services provided during the months are satisfactory *and after deducting the appropriate income tax.*

15. EXTENSION OF CONTRACT:

The contract period will initially be for a period of one year extendable on satisfactory performance and mutual consent on the same terms and conditions on half year/yearly basis subject to a maximum period of another two years.

PART –A
TECHNICAL BID**16. PROVIDING SECURITY SERVICES**

1. THE FIRM a) Name b) Regd. Address c) Address for correspondence d) Contact Person's i) Name & Designation ii) Address iii) Tel. No. Landline mobile iv) Email ID	
2. Type of Firm	Soloproprietor/Private Ltd/ Partnership/ Cooperative / Public Co. (Pl. tick and enclose copy of Memorandum/Articles of Association/ Certificates of Incorporation)
3. PAN/GIR NO. (please enclose photocopy)	
4. TIN NO. (please enclose photocopy)	
5. Service Tax regn. No. (Please enclose photocopy)	
6. EPF Registration No. (Please enclose photocopy)	
7. ESI Registration No. (Please enclose photocopy)	
8. The annual gross turnover of the firm should be not less than Rs.500,000/- at least for three years during last five years. (Pl. enclose copies of ITR/Audited balance sheet and P&L a/c etc.)	
9. If the Tenderer provided services Central Autonomous/PSU/GOVT. DEPT/ with work orders.(pl. submit the copies of documentary evidence e.g work order, corresponding satisfactory job completion certificates from clients specifying value and period of work order.	
10. Infrastructure details : i) Work force (Nos.) Please give the list giving employee-wise names, PF and ESI nos.	
8. Earnest Money Deposit details	DD NO. Dt. Amount Rs.10,000/- drawn on NIPHM, HYDERABAD.

Signature of authorised signatory
Name : _____
Designation _____

Seal :

PART – II

PRICE BID

17. PROVIDING SECURITY SERVICES

S.No .	Category of Manpower	Number	Monthly rate	Other charges incl. weekly offs	EPF rate	ESI rate	Bonus	Total Cost per person (col.4+5+6+7+8)	Service charges all inclusive	Total monthly cost (col. 9+10) for 13 Nos
1	2	3	4	5	6	7	8	9	10	11
	Semi-skilled	13								
	TOTAL									

Note :

1. Service Tax should be quoted separately.
2. In case of discrepancy between unit price and total price, the unit price shall prevail.
3. The wages quoted should not be less than the “Minimum Wages Act” as prescribed by Assistant Labour Commissioner (Central) Hyderabad, AP.

We are herewith undertaking to provide security services to NIPHM and to abide by the terms and conditions contained in the bid document and also agree to enter into the agreement in the format, as specified by NIPHM.

Signature of authorised signatory

Name : _____

Designation _____

Seal :

UNDERTAKING

- 1. I/We undertake that I/We have carefully studied all the terms and conditions and understood the parameters of the proposed supplies of the NIPHM and shall abide by them.***
- 2. I/We also undertake that I/We have understood “Parameters and Technical Specifications for making the supplies” mentioned in Annexure II of the Tender dated _____ and shall make the supplies strictly as per these “Parameters and Technical Specifications for the supplies”.***
- 3. I/We further undertake that the information given in this tender is true and correct in all respect and we hold the responsibility for the same.***

Dated at

(Dated signature of Tenderer with stamp of the firm)

18. FORMAT FOR AUTHORISATION LETTER

To

The Registrar,
National Institute of Plant Health Management,
Rajendranagar,
HYDERABAD – 500030.
Andhra Pradesh.

Sir,

We hereby authorise _____ to submit a Bid and subsequently participate and sign the contract submitted against the Ref.: _____. We hereby accept his decision taken, if any, in this regard.

(Signature for and on behalf of the Company)

Place:

Date :