



राष्ट्रीय वनस्पति स्वास्थ्य प्रबंधन संस्थान

National Institute of Plant Health Management

कृषि एवं सहकारिता विभाग, कृषि एवं किसान कल्याण मंत्रालय, भारत सरकार

Department of Agriculture & Cooperation

Ministry of Agriculture & Farmers Welfare, Government of India



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No. NIPHM/Stores/4(4)/Security Services/2014-15/03

Date: 04.04.2016

इ-निविदा सूचना e-TENDER NOTICE

Sub: Invitation of **Online bids through e-procurement system in Two bid for providing Security Services**

Sir/Madam,

National Institute of Plant Health Management (NIPHM) an autonomous Institute under Ministry of Agriculture & Farmers Welfare, Govt. of India invites '**Online bids through e-procurement system (<https://eprocure.gov.in/eprocure/>) for providing Security Services**' in '**Two bid**' from qualified service providers registered under **TS/AP Shops and Establishment Act, 1988 (copy should be invariably enclosed)**. 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 one year.

The schedule of receipt and opening of quotations is as under:-

- 1. Last Date & Time for submission of online bids** 15:00 hrs on 25.04.2016
- 2. Date & Time for Opening online bids (Technical bids)** 16:00 hrs on 25.04.2016

Note:

- Copy of Tender document is available in CPP Portal (URL: <https://eprocure.gov.in/eprocure/>) and NIPHM, Hyderabad website (URL: <https://niphm.gov.in>). Corrigendum/addendum, if any, will be published only in the website and separate communication will not be sent for the same.
- Instructions regarding submission of online bids are available at URL: <https://eprocure.gov.in/eprocure/>
- Bids should be submitted through online only. Manual / physical bids will not be accepted.**
- On submission of online bid, please intimate the same to the e-mail ID: niphm@nic.in

REGISTRAR I/c.

1. SUBMISSION OF TENDER THROUGH ONLINE:

The Tender proposes two stage tender systems viz. (1) **Technical Bid** and (2) **Price Bid**.

I Technical Bid : Bidders are requested to upload the required scanned copies of files as per the following:
(Cover-1)

File-1 : Profile of the Company – stating whether the firm is partnership/registered under the Companies Act along with its necessary enclosures.
Scanned copy of Company Information (filled & signed) as per Annexure – I.

File-2 : **Proofs in support of eligibility criteria as per the tender.**
Scanned copies of the documents / information (filled & signed) as per the 'Eligibility Criteria' Clause – 4.

File-3 : Scanned copy of EMD amount in the form of DD/FDR/BC/BG

File-4 : Authorization letter and undertaking (as per Annexure-III and Annexure-IV) from the Competent Authority of the Company to sign this Tender document. Documents received without such authorization will not be considered for further processing. This is not applicable if the proprietor signs himself as competent authority.
Scanned copy of letters (filled & signed) as per Annexure –

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

I Price Bid : Bidders are requested to upload the required scanned copies of files as per the following:
(Cover-2)

File-1 : Scanned copy of Commercial Bid (filled & signed) as per Annexure – II

Note:

1. The Bidders should furnish the location with addresses and license details of the firm.
2. The Bidders shall furnish as part of the bid, documents establishing the Bidders eligibility to bid and its qualifications to perform the Contract if their tender is accepted.
3. The documentary evidence of the Bidder's qualifications shall be established to the satisfaction of NIPHM. However, the decision of Director General, NIPHM will be final in this regard.

2. GENERAL INSTRUCTIONS:

- a. The Bidders are requested to examine the instructions, terms & conditions and specifications given in the Tender. Failure to furnish requisite information in all respects may result in rejection of the bid.
- b. Any offer made in responses to this tender when accepted by NIPHM will constitute a contract between the parties.

c. **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.

- d. 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.
- e. 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.
- f. 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.**
- g. 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
- h. 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.
- i. 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.
- j. 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.

- k. **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.

3. (I) CLARIFICATIONS IN THE TENDER

- a. A prospective Bidder requiring any clarification regarding the Tender may address the Tender Inviting Authority by letter or by Fax upto 5 days prior to the last date. 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> and <https://eprocure.gov.in/eprocure/>

II Amendments to the Tender

- a. NIPHM may amend the Tender Conditions up to 5 days prior to the time fixed for receipt of the Tender.
- b. Amendment to the tender, in response to clarifications sought by prospective Bidders, is solely at the discretion of NIPHM. Such amendments will be notified on NIPHM's website and CPP Portal <https://eprocure.gov.in/eprocure/>
- 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 and CPP Portal <https://eprocure.gov.in/eprocure/>
- d. All the Bidders are advised to periodically browse NIPHM website <http://niphm.gov.in> and CPP Portal <https://eprocure.gov.in/eprocure/> 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 Bidders' failure to update the bid documents based on changes announced through the website.

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

IV The supplier shall not be entitled to any increase in the rates.

V The agency shall not transfer or assign sub-contract to any other party.

VI The Price should be quoted only in Indian Rupees.

VII 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 representation, explanation or statement or alleged representation, promise or guarantee give or alleged to have been given to him by any person of the NIPHM.

VIII Indemnity: The Contractor shall warrant and be deemed to have warranted that all goods supplied against this contract are free and clean of infringement of any Patent, copy right or trade mark and shall at all times indemnify the Purchaser against all claims which may be made in respect of the goods for infringement of any right protected by patent.

IX The employees of the NIPHM and their near relatives are not entitled to participate in this tender. If it is noticed at a later date that this condition is violated, the agreement in consequence of this tender is liable to be cancelled forthwith apart from legal action.

X Corrupt or Fraudulent Practices: Bidders should observe the highest standard of ethics during the procurement and execution of such contracts.

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution, and

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

NIPHM will reject a proposal for award if it is found that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

4. पात्रता मानदंड/ ELIGIBILITY CRITERIA:

निविदाकारों को निविदा को कोटिंग करने के लिए निम्नलिखित पात्रता मानदंड को पूरा करना होगा एवं खंड-I के अनुसार अपनी पात्रता प्रमाणित करने के लिए स्कैन हुई दस्तावेजों की प्रतियां अपलोड की जानी चाहिए।

The Bidders should meet the following Eligibility Criteria for quoting the tender and the scanned document copies to prove their Eligibility should be uploaded as per the Clause-1.

Sl. No	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility
1	Tenderer should have been registered under TS/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 Services as on 31.12.2015	Documents to prove that the Company/Firm has provided such services for 3 years.
3	The tenderer's annual gross turn over should be atleast Rs. 5,00,000/- for 3 years during the last five financial years ended 31.03.2015.	Tenderer should enclose the Audited Balance Sheet for the previous five years ended 31.03.2015.
4	The firm should be registered under the Service Tax Rules, 1994.	Self attested copy of the certificate to be enclosed.
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 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>Rs. 49,500/- (Rupees forty nine thousand and five hundred only). The demand draft from a Nationalized bank/Scheduled Bank should be drawn in favour of "NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT", payable at Hyderabad-500 030 or it can be in the form of a FDR or Bankers Cheque or Irrevocable Bank Guarantee from any of the Nationalized bank/Scheduled Bank in an acceptable form.</i>

5. Job specifications and Scope of work:

5.1 NIPHM is having nearly 16 acres of land, auditorium, hostel buildings and other laboratories/buildings and also residential buildings at NIPHM Quarters. NIPHM requires in all 15 security Guards as detailed below to monitor the security of the institutes campus (24x7):

Shifts details	PLACE OF POSTING			
	Main gate (NIPHM Office)	M.G Building	Hostels (Old & New)	Quarters (NIPHM)
Shift 1	1	1	2	1
Shift 2	1	1	2	1
Shift 3	1	1	2	1

- 5.2 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.
- 5.3 The agency shall provide the security services round the clock in shifts as directed by the organization from time to time and should safe guard the property of NIPHM.
- 5.4 The duty points to be fixed will be at the sole discretion of NIPHM.
- 5.5 The contractor shall not transfer or assign sub-contract to any other party. The contractor 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.
- 5.6 It is also the responsibility of security personnel not to allow animals like cows, buffaloes, sheep and dogs etc., in the Campus.
- 5.7 NIPHM reserves the right to forfeit the EMD of empanelled bidders on account of (i) premature withdrawal from the bid (ii) non-payment of security deposit. The decision of the Director General, NIPHM shall be final in this regard.
- 5.8 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.
- 5.9 Corrections, if any, 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.
- 5.10 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.
- 5.11 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.
- 5.12 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.
- 5.13 The contractor will have to ensure satisfactory standards of its employee's competence, conduct, cleanliness and integrity. Neglect of duties, undesirable act, misbehavior and consumption of alcohol while on duty etc., **shall not be condoned.**
- 5.14 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. The wages to the staff deployed by the agency must be paid through account payee cheque only.
- 5.15 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.

- 5.16 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.
- 5.17 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.
- 5.18 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.
- 5.19 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.
- 5.20 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.
- 5.21 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.
- 5.22 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.
- 5.23 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.
- 5.24 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.
- 5.25 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.

- 5.26 The person or institution who submits their offer must have office in the twin cities of Hyderabad and must inform the Director General, 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.
- 5.27 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.
- 5.28 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.
- 5.29 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.
- 5.30 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.
- 5.31 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.
- 5.32 The contractor shall give an affidavit and/or undertaking or both in favour of the Director General, 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.
- 5.33 The contract may be terminated even before the stipulated period of the contract by the Institute by giving seven days notice in writing.
- 5.34 The bidder should enclose attested copies of testimonials/certificates issued by the previous clients.
- 5.35 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.
- 5.36 The agency should provide only those security guards whose police verification for character and antecedents was strictly done.
- 5.37 Director General, NIPHM reserves the right to reject any or all the quotations received without assigning any reason whatsoever.
- 5.38 The security guards must be rotated from their deployment at an interval of 6 months.

6. SIGNING OF BIDS

Individual signing the tender or other documents connected with contract must specify whether he / she 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.*
 - iii) *Director or a Principal Officer duly authorized by the Board of Directors of the Company, if it is a Company.*
- a. The bids shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. **Bidders 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.

7. ACCEPTANCE OF TENDER / CONDITIONS OF THE CONTRACT

- 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.

7.1 EMD Amount and Mode of Submission:

A demand draft or irrevocable Bank guarantee for Rs. 49,500/- drawn in favour of "NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT", payable at Hyderabad should be submitted to the office on or before tender closing date & time. If EMD is not received by closing date & time tender should be rejected.

- 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.

8. 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. 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 60 days of Successful Execution of the work order. The Security Deposit held by NIPHM till it is released to the Successful Bidders will not earn any interest thereof.

9. 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 Bidders 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.

10. REJECTION OF TENDER:

NIPHM also reserves the right to reject/cancel the tender without assigning any reason thereof.

11. TERMS OF PAYMENT:

- a. The payments will be released on monthly basis within a fortnight 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.
- b. The NIPHM shall be at liberty to withhold any of the payments in full or in part subject recovery of penalties mentioned in the Tender.

12. EXTENSION OF CONTRACT:

The contract period will initially be for a period of one year and extendable on the same terms and conditions subject to satisfactory performance of the contractor/agency.

13. 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.

13.1 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.

13.2 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

13.3 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.

14. OTHER TERMS & CONDITIONS:

Insolvency etc.,

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified the NIPHM shall have the power to terminate the tender without previous notice.

a. Subletting of Supply Order:

The firm shall not assign or sublet the supply order or any part of it to any other person or party.

b. Precautionary Measures:

- i. *While observing the economy in costs in his own interest the supplier must be careful that quality of the goods is maintained as well as time schedule prescribed etc., should not be disturbed.*
- ii. *The supplier must take every care to see that the entire supply or any portion thereof does not fall into unauthorized hands. Care should be taken to execute the supply order under proper security conditions and no spare item of goods should be retained/sold or otherwise made over by the supplier or any of his staff member to any person other than the person(s) authorized by the NIPHM.*

PART –A
TECHNICAL BID**15. 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.5,00,000/- at least for three years during last five years ended 31.03.2015. (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.49,500/- drawn on NIPHM, HYDERABAD.

Signature of authorised signatory

Name : _____

Designation _____

Seal :

PART – II**PRICE BID****16. 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)
1	2	3	4	5	6	7	8	9	10	11
1	Manpower Supply (for engagement in watch & ward services (Without Arms))	15								
	TOTAL									

For above manpower supply, kindly quote as per notification no: 2288 (E) dated 18th Sept, 2012 read with **order No. 1/15(7)/2015-LS-II dated 30.09.2015** (i.e. wages for workers engaged in **Employment of Watch and Ward (Without Arms)**).

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, T.S/AP.
4. If the quote includes NIL charges/consideration, the bid shall be treated as nonresponsive and will not be considered (Service Charges).

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 :

i. प्राधिकार पत्र हेतु प्रपत्र/FORMAT FOR AUTHORISATION LETTER

सेवा में/To,

रजिस्ट्रार/ The Registrar,

राष्ट्रीय वनस्पति स्वास्थ्य प्रबंधन संस्थान

National Institute of Plant Health Management,

राजेन्द्रनगर/ Rajendranagar,

हैदराबाद/Hyderabad-500 030.

तेलंगाना /Telangana,

महोदय/महोदया

Sir/Madam,

हम एतद्वारा ----- को बोली(बिड)
प्रस्तुत करने एवं भाग लेने हेतु तथा प्रस्तुत किए गए संविदा संदर्भ ----- पर हस्ताक्षर
करने के लिए प्राधिकृत करते हैं। इस संबंध में उनके द्वारा लिया गया कोई भी निर्णय हमें स्वीकृत है।

We hereby authorize _____ 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.

(प्रतिनिधि के तौर पर एवं कंपनी की ओर से हस्ताक्षर)

(Signature for and on behalf of the Company)

स्थान/Place:

दिनांक/Date :

ii. **FORMAT FOR UNDER TAKING**

UNDERTAKING

- a. मैं/हम वचन देता हूं /देते हैं कि मैंने/हमने सभी निबंधन एवं शर्तों को सावधानीपूर्वक अध्ययन कर लिया है एवं रावस्वाप्रसं (एनआईपीएचएम) के प्रस्तावित आपूर्ति संबंधी मानदण्डों को समझ लिया है तथा उल्लिखित सभी मानदंडों का अनुपालन करूंगा/करेंगे।

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.

- b. मैं/हम यह भी वचन देता हूं/देते हैं कि मैंने/हमने दिनांक----- के निविदा के संलग्नक-IIमें उल्लिखित आपूर्ति करने संबंधी मानदण्डों एवं तकनीकी विनिर्देशन विशिष्टि” को समझ लिया है एवं “आपूर्ति संबंधी मानदण्डों एवं विनिर्देशन विशिष्टि’ के अनुसार आपूर्ति करूंगा/करेंगे” ।

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”.

- c. मैं/हम आगे यह भी वचन देता हूं
/देते हैं कि इस निविदा में सभी संदर्भों में दी गई सूचनाएं मेरी अधिकतम जानकारी के अनुसार सही और सत्य हैं एवं मैं/हम इसके प्रति पूरी जिम्मेदारी लेता हूं /लेते हैं।

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.

दिनांक : (कंपनी के मोहर सहित निविदाकार के हस्ताक्षर एवं दिनांक)

Dated at (Dated signature of Bidder with stamp of the firm)

Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION :

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click **here to Enroll**" on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address **and** mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sift' / TCS / nCode / eMudhraetc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS :

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS :

1) Bidder should log into the e-procure website well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable **and** enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the while coloured (unprotected) cells with their respective financial quotes and other details(such as name of the bidder). No other cells should be changed. Once the

Details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.