

राष्ट्रीय प्रतिरक्षाविज्ञान संस्थान

**NATIONAL INSTITUTE OF
IMMUNOLOGY**

Aruna Asaf Ali Marg, New Delhi 110067

**TENDER DOCUMENT
FOR
“HORTICULTURE WORKS
At NII, New Delhi”**

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NATIONAL INSTITUTE OF IMMUNOLOGY

Aruna Asaf Ali Marg, New Delhi 110067

NII/EE/Civil/Hort./NIT/17-18/

Date

NOTICE INVITING TENDER

Sealed tenders are invited in two parts, (I -Technical Bid and II - Price Bid) on behalf of the Director, NII for the work “**Horticulture works at NII, New Delhi**” from specialized, reputed & financially sound Agencies/Firms only in the area of Horticulture situated within National Capital Territory of Delhi/NCR or having their regional office in NCT of Delhi/NCR, fulfilling the pre- qualification criteria, scope of work and General Terms & Conditions. Tender document is available on the Institute’s website **www.nii.res.in** and **CPPP**.

(Executive Engineer, NII)

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Sealed tenders are hereby invited in two parts, (I –Technical Bid and II - Price Bid) on behalf of the Director, NII, Aruna Asaf Ali Marg, JNU Campus, New Delhi-110067 for the work “**Horticulture works at NII, New Delhi**” from specialized, reputed & financially sound Agencies/Firms only in the area of Horticulture situated within National Capital Territory of Delhi/NCR or having their regional office in NCT of Delhi/NCR, fulfilling the pre- qualification criteria, scope of work and General Terms & Conditions. Tender document is available on the Institute’s website **www.nii.res.in & CPPP**

Name of Work : - **Horticulture works at NII, New Delhi**

- 1- **Estimated Cost** : - **Rs. 39,78,000/-**
- 2- **Earnest Money** : - Rs. 1,00,000/- (No exemption on EMD)
- 3- **Last Date of downloading of tender** : - 05-09-2017
- 4- **Last date of receipt of tender** : - 07-09-2017(up to 3:00 PM)
(Both Technical & Price Bids)
- 5- **Date of opening of tender** : - 07-09-2017 (at 3:30 PM)
(Technical Bid only)
- 6- **Cost of tender document** : - Rs. 1,000/- (**Non- refundable** & No exemption)

Note- Any change /corrigendum/extension of opening date in respect of this tender will be issued through this institute’s website only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit our website for updates.

7- **Prequalification criteria:**

- a) Tenderer must be specialized, reputed & financially sound Agencies/Firms for having seven years of experience in horticulture works and a proof in this regard is required to be attached along with technical bid. Experience for having provided **similar Horticulture Works (as specified in scope of work)** in reputed organizations including at least one work in Govt. Deptt./ PSU/Autonomous research Institution during the last Seven years and at least one single work valuing not less than 80% of the estimated cost; i.e. Rs 31.82 lakhs ; or two works of each valuing not less than 50% of estimated cost; i.e. Rs 19.89 lakhs; or three works of each valuing not less than 40% of estimated cost; i.e. Rs 15.91 lakhs. Self attested photo copies as

documentary proof for executed above works with relevant satisfactory job completion certificates issued by concerned competent authority along with the award of work with value/ schedule of work are required to be submitted.

- b) Photo copy of the balance sheet / profit and loss account for last three years ending 31 March 2017 submitted with income tax/ROC/Registration of companies. Average annual turnover for the last three years, ending 31st march 2017 of the previous each financial year should not be less than Rs 25 lakhs per year
- c- No subletting or subcontracting of the work will be permitted.
- d- **An affidavit on e-stamp paper of Rs. 50/- duly notarized to the effect that the bidder undertakes that the documents submitted by him are genuine and undisputable and in the event of it coming to notice at a later date that the documents are not genuine the bidder shall be liable for criminal action and such compensation payable to NII as may be decided by its competent authority.**
- e- **An affidavit on e-stamp paper of Rs. 50/- (duly notarized) has to be submitted by the bidder with following undertaking that :**
- i) **The Tenderer/Bidder will not withdraw his/their Tender after opening of technical bid and if done so; his/their EMD may be forfeited.**
 - ii) **The Bidder has not been black listed by any of the Govt. Deptts./Govt . Institutions etc.**
 - iii) **There is no complaint against the Tenderer/ Bidder such as ‘delayed supply, non-supply/ non-completion of work , non- submission of performance bank guarantee and refusal of supply etc. and for which ‘no punishment of any type’ has been given by any of the Govt. Deptts./ Govt. Institution etc.**
 - iv) **Give the Names of “companies/firms” where the bidder is the ‘promoter / director / partner / proprietor’ and also authorized to operate their bank accounts. Fill up the following Performa, if applicable, otherwise mention as ‘not applicable’:**

S.No.	Name of Agency/ Company address thereof	Bank account No. & Name of Bank	Name of Authorized person with operating its bank account(also copy of identification of such person)
1			
2			
3			
4			

Copy of all documents of pre-qualification criteria and as asked for in the tender may please be attached with the Technical Bid ONLY. In case of short fall of any documents/cost of tender/EMD/fake documents etc. tender will summarily be rejected and no queries will be entertained in this regard. Decision of the NII authority shall be final in this regards. ALL DOCUMENTS PERTAINING TO THE REQUIREMENT OF THE PREQUALIFICATION CRITERIA ARE TO BE FURNISHED IN THE TECHNICAL BID ENVELOPE ONLY.

The offer shall remain open for at least 120 days from the date of opening of Price Bids. The Cost of tender and Earnest money shall be accepted only in the form of demand draft/Pay order drawn in favour of the Director, NII & payable at New Delhi, failing which the bid will summarily be rejected.

(Executive Engineer, NII)

Filling up and submission of Tenders

SUB: HORTICULTURE WORKS AT NII, New Delhi-110067

A- ENVELOPE-1: PART-I (TECHNICAL BID)

{In separate sealed Cover-I super scribed as Technical Bid- (PART-I)}

Technical Bid of Tender Document:

1. The Tenderer/Bidder shall have at least 07 years experience in this fields and shall submit the **self attested copies** of the following documents along with the tender documents:
 - a) EPF Registration with concerned Authority.
 - b) ESI Registration with concerned Authority.
 - c) Valid Licence issued in respect of previous employers by Regional Labour Commissioner (Under labour Department of **Govt. of NCT of Delhi**).
 - d) Details of works of similar nature carried out in Central/State Govt. Bodies / Department/PSUs/Autonomous Research Institutions/Similar organization having campus area of minimum 17 acres of land during the last 7 years ending on 31 March 2017.
 - e) Copies of abridged balance sheet and Profit & Loss A/c of previous three financial years ending 31 March 2017 submitted to Income tax/ROC/ Registration of society.
 - f) List of Arbitration cases (if any)**
 - g) Copy of GST Registration in the name of Agency/Firm.
 - h) Copy of PAN Card in the name of Agency/Firm.
 - i) Details of managerial, supervisory and other staff.
 - j) Undertaking of the Firm/Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment at NII, New Delhi.
2. **The scope of work under this contract is given in Annex-I.**
3. Tenderer/bidder shall submit details of organizations, where they have undertaken such similar services as per **Annex-II**.
4. The bidder should have an office in the NCT of Delhi.
5. There should be no case pending with the police against the firm/Agency/partner. **The firm should give such an undertaking with their bid on their letter pad.**

6. The bidder shall pay Bid Security (EMD) of Rs.1,00,000/-(Rupees One Lakh only) along with the technical bid by acceptable mode of payment through D.D. as prescribed in the NIT in favour of Director, NII drawn on any Nationalized bank and payable at New Delhi. **Bids received without Earnest Money deposit (EMD) shall stand rejected** and thus shall not be considered for evaluation at any stage. The bid security without interest shall be returned to the unsuccessful bidders after finalization of contract.
7. Counter Terms & conditions will not be accepted as also any additions / deletions or change in our format will not be allowed.
8. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
9. The sealed tender should be dropped in the Tender Box kept in the Reception, NII at New Delhi.
10. Tenders received late (including postal delay)/in open condition/without EMD/not meeting the tender condition/incomplete in any respect are liable to be rejected.
11. Bidders are advised to study carefully the tender documents and the conditions before quoting their bid. **All the pages of the tender form should be signed by the bidder as a token of acceptance.**
12. The rates should be indicated both in words and figures. In case of discrepancy between the figure(number) and words, the rates given in the words only will be taken as authenticate and no further clarification will be sought from the bidder.
13. No party shall be permitted to tender for work in the NII at New Delhi in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the NII. Any violation of this condition which comes to the Notice of the NII after the contract is awarded will entitle the NII to treat the Agencies/Firms as having committed a breach of contract and to exercise all the rights and remedies available to the NII on account thereof.
14. The Earnest Money is liable for forfeiture in the event of: (a) withdrawal of offer during the validity period of the offer, (b) Non-acceptance of orders, if order placed, or (c) No confirmation of acceptance of orders within the stipulated time after placement of offer.(d) Any unilateral revision made by the bidder during the validity period of the offer.

B- ENVELOPE-2: PART-II (PRICE BID)
{In separate sealed Cover-2 super scribed as Price Bid- (PART-II)}

Price bid Contents:

- 1- Schedule of work
- 2- Analysis of Rate

C- ENVELOPE-3:

{In separate sealed Cover-3 super scribed as Tender document for
“Horticulture work at NII, New Delhi” , Due date -----}

Envelope -3 contents:

- 1- Envelope-1 {Part-I (Technical bid)}
- 2- Envelope-2 {Part-II (Price bid)}

(Executive Engineer, NII)

CERTIFICATE FOR SITE INSPECTION

Certified that we have visited the site on.....and assessed the nature and amount of work involved before submitting our offer. We will be able to provide the Healthy /Satisfactory Horticulture services as per need & as per the Institute's requirement.

ENGINEER-IN-CHARGE, NII

BIDDER

Declaration by the Tenderer

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encls:

1. DD/Pay Order No.....
2. Terms & conditions (**each page must be signed and stamped with the seal**)
3. Financial Bid.

(Signature of Tenderer with seal)

Name:

Seal:

Address:

Date: Phone No (O):

NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the documents above will render the bid to be rejected.

SCOPE OF WORK

Details of Work required to be undertaken under this contract at NII, New Delhi

(Note: Before quoting the rates, the firms/ Companies should inspect the office premise of NII for estimation and should note that all consumables for Horticulture work will be provided to the NII, New Delhi on monthly basis).

HORTICULTURE WORKS:

- 1. The purpose of horticulture work is that the whole campus (NII, New Delhi) must look rich with lush green lawns and parks and beautiful flowers so as to provide an excellent ambience of work-environment and at the same time makes the office premises environmental friendly and to make a good impression on the visitors and public who visit here for various purposes. The contractor has to undertake all such jobs/activities required to maintain the office premises in a presentable condition and in above mentioned spirit at all the time whether such activities are elaborated hereunder or not.** While undertaking this work, the contractor will develop the parks and lawns at the open space at the backyard of office premises in consultation with the designated officer and then simultaneously maintain all the existing as well as the developed lawns/parks. Agency will also develop a nursery for seasonal and perennial type of flowers and plants. Agency will maintain flower pots in the room(s) of senior officers in consultation with designated officer and ensure that the flowers and plants in those pots do not die or suffer in any manner and that he will change them periodically for their good maintenance. Agency **will also arrange to keep flower pots with seasonal/perennial flowers on the desks of identified officers on all working days.** Agency will also ensure that due to closure of office on weekend days the plants and flowers in the pots kept in the officers' room do not suffer in any way. The other normal job in this regard would be:
 - (a) To maintain all the trees, plants, shrubs, hedges and lawn as are existing on the date of start of contract and any other lawn/park/plants developed thereafter.
 - (b) To plant trees, shrubs etc by excavation/digging as and when required in the interest of the beautiful maintenance of the ambience/park/lawn of NII, New Delhi.
 - (c) To prepare and maintain flower beds, seasonal and perennial both.
 - (d) To prepare and maintain flowers and plant pots with flowers and plants both indoor and outdoor at designated places to be decided in consultation with the designated officer.
 - (e) Cutting of grass in lawns, pruning of plants at required intervals and removing the waste to the proper place.
 - (f) Regular watering of grass, lawns, trees, plants, shrubs etc. and hoeing and weeding in and around them.
 - (g) Spraying of insecticide and fungicide application/spreading of chemical and manure as and when required/advised.

- (h) Any other job which is required to make the campus from Horticulture point of view beautiful with lush green environment.
- (i) The gardeners should demonstrate own initiative for horticultural up gradation of NII, New Delhi campus. Seasonal plan(s) for the same should be prepared and submitted to the designated officer.
- (j) All Cut down /uprooted trees/ tree branches shall be returned to Institute. Water & electricity required for the job shall be provided by institute free of cost. The contractor has to make his own arrangement for use of water & power from hydrants provided at various locations. Water leakage from water hose pipe will not allowed.

NOTE: For carrying out these functions, the contractor **shall deploy Minimum ONE Head Mali (Skilled category) for Supervision of Site and Fifteen malies (Un skilled category) at NII, New Delhi daily from Monday to Saturday** and on other occasion as and when required. The Head Mali and malies (gardeners) should be experienced. **In the event of finding the office premise not in the above mentioned spirit, penalty up to 5% of the total amount of monthly bill will be imposed for the concerned month. Non-performers would be removed and replaced by competent gardeners within two working days** by the contractor.

2. Head Mali will be responsible for getting these work done, he will supervise the work and interact with the designated officer for mutual feedback. This will however, not diminish in any way, the Agency/Firm's responsibility under the contract to the NII. During the visits to NII by the Agency/Firm, he shall invariably see the officer dealing with the services under the contract awarded to him, for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any observed in their working. **Non-performers would be removed and replaced by competent gardeners within two working days** by the Agency/Firm.
3. In the event of personnel being absent or on leave, the Agency/Firm shall ensure suitable alternate arrangement to make up for such absence.
4. If the services are found satisfactory, the contract may be renewed for another one year as agreed upon by both the parties within the frame work of NII rules and regulations applicable at that time. If the contract is renewed beyond one year, it shall be subject to any statutory increase in the minimum wage notified by the Govt. of NCT of Delhi from time to time.
5. Agency/firm will deploy well trained personnel in the respective fields of work to be performed under the contract from Monday to Saturday.
6. The Agency/Firm shall not deploy or shall discontinue to deploy any person at the NII campus, if so desire by the NII, at any time without assigning any reason whatsoever. The full particulars of the personnel including their names and addresses, deployed by him shall be furnished to the NII.
7. The agency/firm will provide the required services six days a week throughout the year. Holiday, if any, will be observed with prior approval of the NII under emergent circumstances.

8. The personnel deployed shall be healthy, active and not more than 60 years of age. Nobody shall have any communicable diseases.
9. Replacement of personnel as required by the NII will be effected promptly by the Agency; if the Agency wishes to replace any of the personnel, the same shall be done after prior consultation with the NII. The full particulars of the personnel to be deployed by the agency including the names and address shall be furnished to the NII along with testimonials before they are actually deployed for the job.
10. In case of any loss that might be caused to the NII due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, the such loss shall be compensated by the contracting Agency and in this connection, the NII shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the NII besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, the NII shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
11. If case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Agency.
12. Agency's authorized representative (Owner/Director/Partner) shall personally contact Head of the NII or the Officer In charge NII regularly to get a feedback on the services rendered by the Agency viz-a-viz corrective action required to make the services more efficient
13. In the event of contract personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence.
14. The agency shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the NII. In the event, NII makes any payment or incurs any liability; the agency shall indemnify the NII completely.
15. As and when the NII requires additional contract personnel on temporary or emergency basis, the agency will depute such personnel in accordance with pro-rata rates. For the same, a notice of two days will be given by the NII.
16. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
17. In case the NII suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the NII reserves the right to terminate the contract without assigning any reasons.
18. Personnel engaged on day-to-day works should not be utilized for carrying out the occasional work for which agency has to engage extra personnel.
19. The agency will be held wholly responsible for any action taken by statutory bodies for violation/non-compilation of any such provision/rule.

20. The agency should maintain all the records and documents under various labour laws applicable to contract labours/personnel and also Rules applicable to his/her establishment and make them available at the NII at all times. Indicative list of such records is given for example:

- (a) Attendance register,
- (b) Register for wages,
- (c) Wage slip etc.

21. The above records and the following returns filed by the agency have to be produced to the officer in charge, NII on demand and original/photocopies of these records should be handed over after completion of the contract.

22. The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum wages Act.

23. The NII reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues.

24. If any of the personnel of the agency indulges in theft or any illegal / irregular activities, misconduct, the agency will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel who indulges in such type of activities, should not be further employed in this office by the agency in any case.

25. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the NII will be considered applicable at the time of any dispute/following any statutory rules.

Note: These terms and conditions are part of the Contract/ Agreement as indicated in the Agreement between NII and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

(Executive Engineer, NII)

ANNEX-II

Details of other organizations where such contracts undertaken during last seven years (**enclose supporting documents**). Performa containing details of other organization where such or similar contracts were undertaken.

S.No.	Name & Address of the organization, contact No	<i>No. of personnel supplied</i> <i>Period of contract</i>	Whether Govt/semi Govt/Autonomous bodies/PSUs/Industries etc. (pl specify)	Amount of contract

Reason for termination (if currently not valid/on- going)

- 1.
- 2.
- 3

(Note-This information to be given in “Envelope No. 1 Technical Bid for Annual Contract for **HORTICULTURE WORK AT NII**).

CHECK-LIST (TECHNICAL BID)

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

S..No.	Description of requirement	Yes/No	Page No
1	Copy of proof for seven year experience in similar field & copy of similar executed works.		
2	The firm is registered with the Regional labour Commissioner (Govt. Of NCT of Delhi) under provisions of contract labour Act and it should be valid enclosed		
3	Copies of Balance Sheet and P&L A/c for the last 3 years duly certified by CA enclosed		
4	Registration certificate of EPF enclosed		
5	At least one current valid contract for similar work in any Govt. research Institute.		
6	Copy of PAN Card in the name of Firm/Agency enclosed		
7	Registration certificate of ESIC enclosed		
8	Performa containing details of other organization where such contracts were/are undertaken (attach supportive documents)		
9	DD of Rs. 1,00,000/- as EMD enclosed		
10	Price bid Performa completed & sealed in separate envelope		
11	List of Arbitration cases (if applicable) Do not leave it blank. If there are no such cases, write "Not Applicable".		
12	Undertaking of the agency confirming the availability of adequate manpower of requisite qualification and experience for deployment at		
13	Acceptance of terms and conditions attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.		
14	Copy of GST Registration in the name of Agency/Firm		
15	Undertaking by the bidder to the effect that there is no police case pending against the proprietor/firm/parties relating to previous service contracts.		
16	Office address in NCT of Delhi.		

General terms and conditions

1. The work shall be done as per the instruction and prior approval of Engineer-in-charge of National Institute of Immunology (Hereinafter referred to NII).
2. The bidders may visit/examine the site and it's surrounding on any working day between 2:00 PM to 04:00 PM by prior appointment with the Engg-in-charge to assess the accessibility and assess the scope of works before submitting their offer. No claims later on in regard to the site and its surrounding or any matter relating thereto shall be entertained. The bidders shall arrange & maintain at his (their) own cost all materials, Tools & Plants, security (for their man/materials), storage for material and facilities to the workmen for executing the work. A certificate for the site inspection should be duly signed by Engg-in-charge as per annexure-II.
3. **The cost of tender document is Rs. 1000/- (Non refundable).** The tender document may be down loaded from the web site www.nii.res.in & [CPPP](#), the above mentioned cost of the tender document will have to be paid through a separate Demand-Draft drawn in favour of "Director, NII" payable at New Delhi along with the Technical Bid. **The bid without tender fee of Rs 1000/- will summarily be rejected. No exemption on tender fee.**
4. An Earnest Money Deposit (EMD) of **Rs. 100000/- (Rupees One Lakh Only)** has to be enclosed along with the Technical Bid (Part-I). The EMD shall be only in the form of Demand Draft drawn in favour of "Director, NII", payable at New Delhi, along with the Technical Bid, failing which the bid will summarily be rejected. No Cheque / Cash shall be accepted as EMD. No exemption on EMD.
5. The rates mentioned in the financial bid shall be **inclusive of GST, Packing, Forwarding, Cartage, Insurance, Loading-unloading, Storage, Risks, Overhead Charges, General Liabilities/ Obligations etc and any other taxes as applicable. Any variation in the above said taxes till the completion of the work will also be in the bidders account.**
6. **The bidders shall attach copy of PAN card in the name of Firm/company only.**
7. **The bidders shall attach copy of GST registration in the name of Firm/Company only.**
8. Duly sealed tenders shall be dropped in the tender box placed at the reception counter of the Main NII building. **Technical Bid MUST contain one Xerox copy of the unfilled bid document duly signed and stamped on each page as a token of acceptance of all terms and conditions /clauses of the tender enquiry.**
9. **The conditional bids shall not be considered under any circumstances and rejected without any notice.**
10. All bids shall be the property of NII, and contractors will lay no claim whatsoever on the same.
11. Director, NII reserves the right to reject any or all the tenders in full or in part without assigning any reasons whatsoever, and the decision of the NII in this

regard will be binding on all the bidders. Bidders not complying with any of the provisions stated in this tender document are liable to be rejected. Director, NII reserves the right to accept or reject any tender without assigning any reason and does not bind himself to accept the lowest tender.

12. Payment terms as follow: -

a) No advance payment will be made.

b) Bills (Monthly basis) will be submitted by the agency. Bill will be paid after each month's satisfactory services.

13. Income Tax and surcharge will be deducted as per Govt. of India rules.

14. No Tools & Plants shall be supplied by the NII.

15. (i) Successful bidder shall deposit an amount equal to 5% of the tendered and accepted value of the work as performance guarantee within 10 days of issue of letter of acceptance (In the form of Bank Guarantee / FDR / DD in favour Director, NII). **The performance guarantee shall be valid up to the completion of defect liability period of one year effective from date of completion.**

(ii) Security shall be deducted @ 5 % of value of work done and total amount of security & performance guarantee shall be released after expiry of the defect liability period of one year effective from date of completion.

16. Earnest Money Deposited by the successful bidder shall be converted in to security deposit & is adjustable against the actual amount to be deducted under clause 15(ii) above.

17. Validity of the contract period:-

The tenure of the contract will be initially for one year (12 months). This can either be further extended or reduced as per the discretion of NII.

18. In case the successful bidder resiles from the offer within the validity of tender, the earnest money will be forfeited. Similarly if successful contractor fails to commence the work within 15 days from the date of issue of award letter, the amount of earnest money will also be forfeited besides blacklisting the firm.

19. If bidder at any time makes default during currency of work or does not execute any part of the work with due diligence or commits default in complying with any of the terms and conditions of the contract and does not initiate any remedy for it or takes effective steps for its remedy or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in their behalf by the Engineer-in-charge.

The Engineer- in-charge without prejudice to any other right or remedy against the bidder which have either accrued or accrue thereafter to NII, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the bidder.

20. Director, NII reserves the right to terminate the contract without any reference or any notice period on account of poor workmanship, non-compliance of set

norms/specifications for the works, delay in progress of work, violation of any contract provisions by the bidder, failure to start the work at NII, within 20 days from date of issue of Letter of Intent (L.O.I). The contract can also be terminated at the request of contractor within 10 days from the date of issue of LOI order. In such cases the bidder is liable to pay Liquidated damages @ 5% of tendered value besides forfeiting performance guaranty /security deposit/EMD.

21. NII shall be fully empowered to expel any of the bidder's staff in case of any indiscipline/misconduct/violence.
22. The bidder should take extra precaution to ensure that there is absolutely no damage to the facility/laboratories/equipments of NII.
23. Water & electricity required for the job shall be made available free of cost by the NII. However, necessary piping, valve, wiring, cabling, lamps, switches & sockets, main switches, halogen/tube light fitting and tapping from existing line/connection including labour have to be arranged by the bidder at their own risk & cost
24. The bidder shall supply materials at site with challan etc. & as desired by the Engineer-in-charge.
25. All materials brought at site shall be got approved by the Engineer-in-charge before being used. If rejected, the same shall be removed immediately. The material of only approved make shall be brought at site.
26. The bidder shall depute their own security staff for watch and ward of their materials supplied/ installed at site till the final handing over of the complete work and temporary lockable shed/Almirah etc. shall be arranged by bidder at his own risk and cost. No accommodation/ staff/ lockable space will be provided by NII under any circumstances.
27. **Any further revision in the minimum wages notified by the Govt. of NCT of Delhi will be applicable and payable by the Institute.**
28. **Agency shall make payment of wages (through bank credit/ A/c payee cheque) every month to their workers deployed at the premises of the Institute at rates not below the prevalent minimum wages fixed by the Government of NCT of Delhi and copy of bank statement showing each employee's payment shall be submitted by Agency with its next month's bill, regularly every month.**
29. The bidder shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at NII. The NII shall have no liability in this regard.
30. The personnel employed by the bidder will not claim any right to become the employees of NII and there will be no Employee and Employer relationship between the personnel engaged by the bidder and NII.
31. **The Firm/Company quoting non feasible & non workable rates against material charges etc. will be disqualified automatically.**
32. **The Firm/Company quoting NIL/ non feasible & non workable i.e. less than the wages of skilled worker against service charge/profit, the bid shall be treated as unresponsive and will not be considered.**

- 33. The successful bidder shall submit copy of police verification of each & every worker deployed at site. Nothing extra shall be paid in this regard.**
- 34. The Successful bidder shall arrange proper uniform (as approved) for their workers deployed at site. Nothing extra shall be paid in this regard.**
35. No tent or hut shall be allowed to be put up for workers to stay within the campus. The contractor is deemed to have inspected the site and thoroughly acquainted himself with the site conditions, availability of storage space for materials etc.
36. It may here be noted; that the entire staff and labour of the bidder will follow all the security instructions issued by the NII from time to time and these instructions may include the provisions to make suitable barricades or temporary wall fence to ensure that the labour confines itself to the area of the work ONLY. Serious action will be taken in case any of the bidder's workmen are found to be tampering with the Laboratory equipment and property of the NII. Suitable damages will be recovered from the bidder's bills if anyone is found to do so. All decisions of the Engineer-In Charge in respect of the same will be final and binding on the bidder.
37. On completion of all work, bidder shall remove all surplus materials & leave the site in a broom clean condition, failing which the same shall be done at bidder's risk & cost.
38. The bidder shall ensure compliance of all statutory laws & bye laws of the central Govt./ state Govt./Municipal authorities related to the employment of their staff and all obligations under Minimum Wage Act, Workman Compensation Act, Provident Fund, ESIC & Miscellaneous Provision Act, Bonus Act & Contract Labour Act, 1970 etc. NII will not be responsible for such purposes in anyway.
39. Any claim, dispute or difference arising out of or in connection with this agreement and which cannot be settled by mutual consultations, shall be referred to sole Arbitration or an Arbitrator to be appointed by Director, NII. The award of the Arbitrator shall be final and binding between the parties as per the terms and conditions of the Agreement to be executed on award of contract. The Arbitrator proceeding shall be governed by the Arbitration and Conciliation Act 1996 and shall be conducted in Delhi

(Executive Engineer, NII)

Contract Form
CONTRACT AGREEMENT

CONTRACT AGREEMENT NO.

Sub: Horticulture works at NII, New Delhi

This Agreement made on _____ between National Institute of Immunology i.e. Party No-1 through its authorized signatory _____ (which expression shall include its administrators, successors, executors) on the one part and M/s _____ (hereinafter referred to as Firm/Company) i.e. Party No.- 2 which expression shall include its administrators, successors, executers and permitted assigns on the other part.

Whereas, National Institute of Immunology is desirous of getting the work of horticulture Services at National Institute of Immunology, JNU Complex, Aruna Asaf Ali Marg, New Delhi-11067 as mentioned in detailed document and has invited tenders for this work as per tender document issued for this purpose. And whereas M/s _____ had participated in the above referred bidding vide their proposal dated _____ and National Institute of immunology accepted their aforesaid proposal and awarded the work to M/s _____ vide its award letter No. _____ dated _____ and the documents referred to therein which have been accepted by M/s _____, resulting into a contract.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER

National Institute of Immunology has awarded contract to M/s _____ herein after on the Terms and Conditions contained in acceptance letter dated _____ and the documents to therein. The award has been taken with effect as per the aforesaid award letter w.e.f. _____. The terms and expressions used in this agreement shall have the meanings as are assigned to them in the Contract Documents. Name of

Documents:

- 1- Award letter dated _____
- 2- Set of tender document including all annexure and letters submitted by the bidder.

The above contract documents are serially numbered from 1 to ____ and are initialed by both the parties through their representatives.

All the aforesaid contract documents shall form an integral part of this agreement. The contract shall be performed by the bidder strictly and faithfully in accordance with the terms of the agreement and contract documents. Any modification of the agreement shall be effected only by a written instrument signed by the authorized representatives of both the parties.

It is specifically agreed by and between the parties that all the differences or disputes arising out of the agreement or touching the subject matter of the agreement shall be decided by process of settlement & arbitration as per provision of the Indian Arbitration Act and Delhi shall have exclusive jurisdiction over the same.

Notice of default given by either party to the other party under the agreement shall be in writing and shall be deemed to have been duly and properly served upon the party hereto if delivered against acknowledgement duly addressed to the signatories at the addresses mentioned herein above. This is a maintenance & operation contract, which includes supply of skilled and unskilled manpower as per the conditions of the contract.

IN WITNESS HERE OF the Parties through their authorized representatives have executed these present (execution where of has been approved by the component authorities of both the parties) on day, month and year first mentioned in Delhi,

For and on behalf of
(Party-2)

For and on behalf of
(Party-1)

(Name of Firm/Company)
M/s-----

National Institute of Immunology
JNU Complex, Aruna Asaf Ali Marg,
New Delhi-110067

Witness:

- 1-
- 2-

Witness:

- 1-
- 2-

TENDER ACCEPTANCE LETTER

(To be given on Agency/Firm Letter Head)

Date

To

Director
National Institute of Immunology
Aruna Asaf Ali Marg,
New Delhi-110067

Sub: Acceptance of Terms & Conditions of Tender.

Name of Tender/Work:- Horticulture works at NII, New Delhi

Dear Sir,

I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: **Horticulture works at NII, New Delhi** as per your advertisement given in the above mentioned website(s).

I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from page No. _____ to _____ (including all documents like annexure(s), schedule(s) etc.), which form part of the contract agreement and I/we shall abide hereby the terms/conditions/ clauses contained therein.

The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.

I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality/entirety.

In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/ bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully

(Signature of the Bidder, with Official Seal)

ENVELOPE- 2: PRICE BID

SUB: Horticulture works at NII, New Delhi

SCHEDULE OF WORK

S.No	Description of work	Qty	Unit	Rate (Rs.)	Amount (Rs.)
01.	Maintenance of landscape, lawns and gardens as required all around the NII campus and providing 250 cuft sludge(Khad) per month, 250 cuft sweet earth per month, 1 bag urea fertilizer per month, 25 Nos. Earthen Pots-10" size per Month, pesticides and insecticides including removing of leaves & waste grass outside the campus as required from time to time and providing lawn movers, water hose pipe, tools & Uniform etc as required complete.	12 months	Per month		
	GST				
	Total in figure:				
	Total in words:				

(Note-Agency/Firm shall submit analysis/justification of rate sheet enclosed herewith duly filled and sealed along with price bid. This is absolute necessary. In absence of Justification sheet, price bid of the bidder shall be rejected. No query in this regard shall be entertained.)

(Executive Engineer, NII)

Analysis of Rate

Item: Maintenance of landscape, lawns and gardens as required all around the NII campus and providing 250 cuft sludge(Khad) per month, 250 cuft sweet earth per month, 1 bag urea fertilizer per month, 25 Nos. Earthen Pots-10” size per Month, pesticides and insecticides including removing of leaves & waste grass etc. outside the campus as required from time to time and providing lawn movers, water hose pipe and tools etc as required complete

Analysis: For one month

Unskilled worker (Mali) 15 Nos. @ 13584/-	Rs.2, 03,760/-
Skilled Worker (Supervisor) 1 No @ 16468/-	Rs. 16,468/-
	SubTotal 2, 20,228/-
EPF @13.15% (on Rs 218760/-)	Rs 28,767/-
(Calculating current ceiling limit of Rs 15000/-)	
ESI @ 4.75% (on subtotal)	Rs 10,461/-
	Total -1 Rs 2, 59,456/-
Sweet Earth 250 Cuft	_____
Sludge (Khad) 250 Cuft	_____
Urea 1 bag of 50 Kg.	_____
Earthen Pots, 10” Size -25 Nos	_____
Pesticides & Insecticides as per requirement (Lump sum)	_____
Removing of leaves & waste grass etc. out of the campus (LS) as required.	_____
Uniform for Mali & Supervisor as required	_____
Charges for lawn movers, water hose pipes and Tools etc as required Lump sum	_____
Agency/firm’s Overheads & Profit	_____

Grand Total:

- i) In Figure (-----)
- ii) In words (-----)

All the terms and conditions as detailed out in the Tender Document are acceptable to us and certify that the above quoted rates complies with minimum wage act and statutory provisions & rules as applicable.

(Executive Engineer, NII)

(Note-Each and every page of price bid need to be signed and stamped by the Agency/firm)

