



भा.कृ.अनु.प.- राष्ट्रीय कृषि उपयोगी सूक्ष्मजीव ब्यूरो
ICAR-NATIONAL BUREAU OF AGRICULTURALLY IMPORTANT MICROORGANISMS



पोस्ट व ग्राम - कुशमौर, मऊ (उ.प्र.) २७५१०३

Village & PO : Kushmaur, Mau 275103 (UP)

Tel : (0547) 2530080, FAX : (0547) 2530381, E-Mail : nbaimicar@gmail.com, (Web): www.nbaim.org.in

F.No. 10-2-4-NBAIM/Admin./2014-15/tender/

Date: 23.12.2015

Expression of Interest

The Director, ICAR-National Bureau of Agriculturally Important Microorganism, Mau on behalf of the President, Indian Council of Agricultural Research, New Delhi invites sealed tenders from the registered firms for the execution of Housekeeping, cleaning and gardening works on contract basis at ICAR-NBAIM, Mau.

Name of the work	Earnest money	Tender cost	Bid System
1. Horticulture and gardening work (Maintenance of Children Park, rose garden, lawns of Guest house and NBAIM colony, cutting of grass and hedges, planting and maintenance of seasonal flowers, pots, plants and trees of the campus).			
2. Sanitation, cleanliness and sweeping of roads of campus, office building, gym, hostels, laboratories and campus premises.	Rs.1,50,000/- (In shape of DD)	Rs. 1000/- (In shape of DD)	Two-bid system (Technical & Financial)
3. House-keeping, maintenance, room-service and kitchen facilities of guest house			
4. Maintenance of hostel mess and kitchen			
5. Supply of man power (Highly Skill, Skill, semi-skill, un-skill) on fix rate basis			

The tender document along with detailed terms and conditions can be downloaded from our website i.e. www.nbaim.org.in, www.mgrportal.org.in & <http://eprocure.gov.in/epublish/app>. **There will be two-bid system (Technical & Financial). The tenders will be accepted by 20.01.2016 up to 02.30 PM. The technical bid will be opened at 03:00 PM on the same day in the presence of bidders/contractors or their authorized representatives, if any.**

There will be a pre bid conference on 20.01.2016 at 11:00 AM to apprise the contractors about the description & quantity of work to be carried out on contract basis. The interested contractors are advised to attend the same before submitting the tender forms. The Director, NBAIM, Mau reserves all right to accept or reject any or all the tenders without any reason.

(Ajay Kumar Soni)
Administrative Officer



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Tel : (0547) 2530080, FAX : (0547) 2530381, E-Mail : nbaimicar@gmail.com, (Web): www.nbaim.org.in

NOTICE INVITING TENDER

Tender form/ document for execution of various works like housekeeping, Cleaning and Gardening Works at ICAR-NBAIM, Mau on contract basis.

1. Tender Document

- 1.1 Total No. of pages: 16 nos.(including Tender notice)
- 1.2 Cost of Tender: Rs. 1000/- in shape of Demand Draft.

2. Submission and opening of Tender Form

- 2.1 Tender to be addressed: The Director, ICAR-NBAIM, Kushmaur, Mau -275 103 (UP)
- 2.2 Pre-bid Conference: 20.01.2016 at 11.00 AM
- 2.3 Last date and time for submission: 20.01.2016 at 02:30 PM
- 2.4. Date & time of opening Technical Bid: 20.01.2016 at 03:00 PM
- 2.5 Date & time of opening Financial Bid: Inform later to technically qualify firms only.
- 2.6 Validity of tender:- 60 days from the date of opening the tender

Note :

1. The Director, NBAIM, Mau may at his discretion, can extend this date by a fortnight and such extension shall be binding on Bidders.
2. If the date of acceptance/opening of tenders is declared to be a public holiday, the tenders shall be accepted/ opened on the next working day. However, there will be no change in the time of acceptance/opening as indicated above.
3. The tender document along with detailed terms and conditions can be downloaded from our website www.nbaim.org.in, www.mgrportal.org.in & www.eprocure.gov.in/epublish/app. A DD of Rs. 1000/- in favour of "ICAR Unit, NBAIM, Mau", is required to be enclosed along with the tender as cost of tender failing which the tender will not be accepted.
4. The intending firms/agencies are advised to attend pre-bid conference to know about the details of work to be done & eligibility criterion for the contractors. Please examine thoroughly the Notice Inviting Tender, Instruction to bidders, General Conditions of Contract, Pre-requisite/requirement of the Service Contract, Schedule of Job Requirement, (Annexure I to V) and submit tender (Technical bid along with Offer/Bid form, Questionnaire, and Schedule of work experience (Annexure VI to VIII) and Financial bid along with Bid/Price Schedule and Declaration (Annexure IX & X) along with the necessary documents as required to be enclosed with the tender.

(Ajay Kumar Soni)
Administrative Officer

INSTRUCTIONS TO BIDDERS/CONTRACTORS

Earnest Money Deposit (EMD)

- 1.1 The EMD of Rs. 1,50,000/- in the shape of bank draft in favour of "**ICAR Unit, NBAIM, Mau**" payable at Maunath Bhanjan will have to be attached with the tender. The tender without EMD shall not be acceptable at any cost.
- 1.2 The EMD of successful bidders will be refunded only after award of contract and receipt of acceptance letter & requisite security deposit while EMD of unsuccessful Bidders will be released within 30 days after the award of the contract.
- 1.3 No interest is bearable on the EMD.
- 1.4 No request for transfer of any previous deposited Earnest Money will be entertained. Should the tenderer fail to observe and comply with the foregoing stipulation, the aforesaid amount will be forfeited.
- 1.6. If contractor does not accept the offer, after issue of letter of award within 10 days, the offer made shall be withdrawn & Earnest Money forfeited

2. Preparation of tender

- 2.1 The tender must be in a sealed envelope addressed to The **Director, ICAR – National Bureau of Agriculturally Important Microorganism, kushmaur Mau – 275 103 (UP)** as well as containing the address of the sender. The envelope/tender should be super scribed "**Tender for Execution of housekeeping work, cleaning and gardening work**".
- 2.2. The schedules of the tender form should be returned intact.
- 2.3 In the event of space on the schedule form being insufficient for the required purpose, additional pages may be added. But each such additional page must be numbered consecutively, bear the Tender number and signed by authorized signatory. In such case, reference to the additional pages must be made in the tender form.
- 2.4 If any modification of the schedule is considered necessary, you should communicate the same by mean of a separate letter sent with the tender.
- 2.5 No addition and alteration shall be made in the tender form. In case of any over writing in the tender form, these should be neatly initialed before signing and submission of tender.

3. Signing of Tender

- 3.1 Front/each page of the tender shall be signed by the bidder/firm/agency or a person or persons duly authorized to bind the firm/bidder to the contract.
- 3.2 The tender is liable to be ignored if complete information is not given therein or if the particulars in the schedule to the tender not fully filled in. Specific attention must be paid to the General Conditions of the Contract as the contract entered into would be governed by them.
- 3.3 Individual signing the tender or other documents connected with the contract must specify whether he signs as:
 - a) A sole proprietor of the firm or constituted attorney of such sole proprietor.

- b) A partner of the firm if it be a partnership, in this case he must have authority to refer the arbitration dispute concerning the business of the partners admitting execution of the partnership agreement or a power of attorney.
- c) Constituted attorney of the firm if it is a company.

N.B:

1. In case of (a), a copy of the partnership agreement or general power of attorney, in either case attested by Notary should be furnished unless or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.
2. In the case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender form and all the other related documents must be signed by every partner of the firm.
3. A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to **warranty** that he has authority to bind with other and if, on enquiry it appears that the person so signing has no authority to do so, the NBAIM may, without prejudice to other civil and criminal remedies, cancel the contract and held the signatory liable for all costs and damages.

4. Delivery of tender:

Tenders should be sent by Regd. Post/Speed/ post/ Courier addressed to The Director, ICAR- National Bureau of Agriculturally Important Microorganism, Kushmaur, Mau – 275103 (UP). Unless otherwise specified in the schedule, the tender must reach this office by 02.30 p.m. on the date of opening of the tender. Tenders can also be delivered in person in the office of The Director, ICAR- National Bureau of Agriculturally Important Microorganism, Kushmaur, Mau – 275103 (UP) by 02:30 p.m. on the due date. If the scheduled date is declared as holiday, the delivery of tender and opening will be on next working day at the same time.

5. Validity of tender

Intending agencies/firms should note that their offers should remain open for acceptance for 60 days from the date of opening of tender. If the firms are unable to keep their offers open for the specified period, they should specifically state in the tender form the period up to which they want their tenders to remain open for acceptance. In the absence of such specifications in the tender, it will be presumed that their offers will remain open for acceptance for the period as specified in the schedule.

NB: Tenders with vague and indefinite expressions such as “subject to immediate acceptance” will not be considered.

6. Opening of tenders:

You are at liberty to be present or authorized a representative to be present at the opening of the tender at the time and date as specified in the schedule. The name and address of the representative who would be attending the opening of the tender on your behalf should be indicated in your tender. Please also state the name and address of your permanent representative, if any.

7. Rates:

The rates should be quoted in respect of Housekeeping, cleaning and gardening work and other related activities mentioned in the schedule (Annexure-V) keeping in mind the quantum of work/activities to be done during the period. The rates should not be proposed on the basis of manpower deployed under this contract. However, the rates thus quoted should be inclusive of **minimum wages as prescribed by Central Govt. for workers employed in Agriculture**, EPF, ESI, payable under Minimum Wages Act. The quoted amount should be inclusive of any other Govt. Levies, if any and Service Charges of the Contractor. No request for alternation in the rates, once quoted will be entertained within the period of contract. The rates quoted for job contract in Tender should be given both in words or figures failing which the same is liable to be rejected.

8. Right of Acceptance:

This office does not pledge itself to accept the lowest tender and reserves itself the right of accepting the whole or any part of the tender. Conditional Tenders will not be accepted.



(Ajay Kumar Soni)
Administrative Officer

GENERAL CONDITIONS OF CONTRACT

1. Definitions

In this contract, the following terms shall be interpreted as indicated:

“**NBAIM**” means ICAR-National Bureau of Agriculturally Important Microorganism, Kushmaur, Mau (a Principal Employer for Job rate contract). “Contractor/Tenderer/Service Provider” means the individual, a firm/agency, who intends to provide job rate contract on contract basis to NBAIM.

“**Contract**” means a legal agreement entered into between the NBAIM and the Service Provider as recorded in the agreement signed by the parties, including all attachments thereto and all documents incorporated by reference therein.

“**Contract Price**” means the price payable to the Service Provider under a contract for the full and proper performance of its contractual obligations.

“**Manpower**” means skill/semi skill/unskill labour to be provided on contract.

“Service” means all the manpower which the Service Provider is required to provide to the CPRS in terms of a contract.

2. Application

These General Conditions of Contract (as contained in this section) shall apply to the extent they are not superseded by provisions in other parts of the contract.

2.1 In case the tenderer wants to furnish in a separate covering letter any additional information/particulars or quote conditions (e.g. those relating to allowance, discount, rebate, etc.) which cannot be accommodated in the tender form an indication to that effect should be given in the tender form by means of a note. In the absence of such indication to that effect should be given in the tender form the contents of the covering letter will be ignored in consideration of tender.

2.2 Tenders must give specific answers against each of the questions. Tenders containing equivocal or evasive will be ignored. Services offered should conform to particulars quoted in the schedule, if there is any deviations, the details must be stated.

3. Conditions of Contract

As contained in General Conditions of Contract and Annexure to the tender attached herewith. Terms & conditions of the tendering firms/agencies not appearing in the body of tender will not be considered as forming part of their tender. Tendering firms should quote on the basis of the conditions referred to the Invitation to tender and Instructions to Bidder/Tenderer. In case any term & conditions of contract applicable to this Invitation to tender are not acceptable to the tendering firms, they should specifically state deviation there from in the body of their tender.

4. Security Deposit

4.1 The successful firm/agency will have to submit acceptance letter on receipt of contract award and deposit a security amount equivalent to **5% to 10%** of the total contract value in the office of the NBAIM valid up to one year/contract period after the date of completion of all contractual obligations. In the event of non-deposition of the same, it will be presumed that the said contractor is not interested to undertake the job/contract and the earnest money will be forfeited.

4.2 No interest will be paid for security deposit. The security deposit amount will be refunded after completion of contract satisfactorily.

5. Payment

The payment shall be made in the first week of every succeeding month. The Contractor/firm shall send its claim (with relevant documents, as required) to the Director, NBAIM, Mau. Before claiming any payment, the Contractor/Firm shall ensure that all the contractual obligations like minimum wages deposition of EPF & ESI etc. have been duly fulfilled.

6. Termination of Contract

The NBAIM, without prejudice to any other remedy for breach of contract, may, by written notice of default sent to the Service provider, terminate the contract in whole or in part, if the Service Provider fails to provide the services or fails to perform any other contractual obligation(s) within the time period specified in the contract given by NBAIM.

7. Liquidated damages

In case any deployed person of the contractor during the course of duty or to otherwise damages, destroy, defaces or spoils any of the properties of NBAIM, the contractor will be held responsible for the same to the extent of financial liability and the same shall be recovered from the contractor's bill or Security deposit.

8. Performance of Evaluation

- 8.1 Successful contractor will have to enter into a detailed contract agreement with NBAIM on Non-Judicial Stamp Paper of appropriate value before commencement of work. The quality assurance of the contractor shall be ensured regularly (Daily, Weekly, Fortnightly or monthly depending upon the discretion of the Deptt.) on the basis of the periodical reports furnished by the Contractor.
- 8.2 The contractor and all his staff deployed for contract work will be under the supervision of the NBAIM, Mau.
- 8.3 Appropriate records in reference to above shall be maintained by the Contractor at his own cost.
- 8.4 The Contractor shall not at any stage cause or permit any nuisance at the premises of NBAIM, Mau or do anything which may cause unnecessary disturbance or inconvenience to NBAIM staff on duty.

9. Resolution of disputes

- 9.1 If any dispute or difference of any kind shall arise between the NBAIM and the Contract/Service Provider in connection with or arising out of the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 9.2 If after 30 days, the parties have failed to resolve their dispute or difference by such mutual consultation, their either the NBAIM or Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 9.3 All question disputes or differences under in connection with the contract, if concluded shall be subject to the exclusive jurisdiction of the court within the local limits of whose jurisdiction the place from which the acceptance of Tender is issued, is situated.

PRE-REQUISITE/REQUIREMENT OF THE TENDER

1. Tender must be from reputed leading registered Firms/Agencies/Contractors/Service Providers having experience in work on similar nature and expertise of work in Govt./Semi Govt. organization/Public Sector undertaking.
2. The Firm/Agency/Contractor should have valid ESI/EPF/Service Tax number etc. on the date of opening of tender.
3. Tender should be submitted only on the original tender form purchased/supplied by this office. It should be filled up in all respects and furnished duly signed on each page.
4. Tender duly filled in must be submitted in a sealed envelope and delivered in the office of NBAIM, Mau on the given date and time or be sent through Regd. Post etc. in the name of Director, NBAIM, Mau but ensure that the same has been received in office within time. Tender received after the due time & date will not be accepted and returned in original.
5. Tender should be returned intact and pages should not be detached.
6. Tender shall be opened at the given date and time in the presence of Committee members/bidders or their representatives, if any.
7. The NBAIM, Mau does not bind himself to accept the lowest tender and reserve the right to reject or partially accept any or all the tenders received without assigning any reason.
8. Tenderer should give full detail of the rates in figures as well as in words. The rate should be inclusive of ESI, EPF, Service Tax etc. if any, if applicable and any kind of Govt. levies payable under the minimum wages act. In the prescribed Format of Bid/Rate Schedule.
9. Conditional tenders are liable to be rejected.
10. The firm/agency/contractor should submit details about its yearly turn over and also submit photo copies of the following documents so as to consider eligibility for the contract :
 - a. i) Registration certificate for the work of similar nature of the contractor/firm from Central/ state Govt. registration agency valid for UP region.
 - b. ii) EPF registration certificate issued by concerned department.
 - c. iii) ESI registration certificate issued by concerned department.
 - d. iv) Service tax registration certificate issued by concerned department.
 - e. v) A list of similar work orders, if any, awarded in favour of the firm/contractor by the different Govt./semi Govt./PU during the last Two years.
11. The NBAIM will evaluate and compare the bids duly quoted by the contractors which are substantially responsive i.e. properly prepared, signed and meet the required terms & conditions, etc. The contract will be awarded to the contractor whose tender will be determined to be responsive and offering the best /lowest evaluated price.

SCHEDULE OF JOB REQUIREMENT - Description of Housekeeping, Cleaning and Gardening Work at ICAR-National Bureau of Agriculturally Important Microorganism, Mau

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Note - Kindly use Kurti Dev 010 font for Hindi matter.

TERMS & CONDITIONS OF JOB CONTRACT

1. Laborers to be deployed should be within the age group of 18 to 50 yrs. with robust health. In case any of the workers so provided is not found suitable, the Head of Station shall have the right to ask for its replacement without giving any reasons, and the agency shall on receipt of a written communication will have to replace such persons immediately.
2. All the consumables (brooms, disinfectant etc.) required for cleaning work shall be provided by the office but minor implements like spade, hoe, sickle, saw, wood cutting tools etc. for the maintenance of Estate shall be used by the contractor from his own resources.
3. Since the above field work is required to be completed within the stipulated period, as such, the labour units can be increased/decreased as per requirement of the one part/first party from time to time.
4. In case, any deployed worker of the contractor suffer by any type of injury while performing any duty, the contractor will be wholly and solely responsible to meet the claims made by such employee for medical expenditure and or expenditure incurred for rehabilitation and NBAIM would have no liability towards damages claimed by such employee. Any statutory benefits of any sort to the deployed person of the contractor under any Act or law of the time being in force would be the sole liability of the Contractor and not that of the NBAIM.
6. The workers so provided by the agency/contractor under this contract will not be treated as employees of the NBAIM and there will be no employer-employee relationship between the NBAIM and the workers so provided.
7. The contractor is bound to maintain the services of the deployed personnel in the contract. In case he fails to operate or maintain the services either through wilful absence of his staff, negligence, incompetence, failure or otherwise, the NBAIM reserve the right to terminate the contract and recover the such amount of expenditure incurred to rectify the lapse or deduct the necessary amount for the lapse as deems fit from the bill of the contractor.
8. The contractor will ensure that all the deployed workers are physically fit and free from disease, injury contagious illness and otherwise capable to discharge the duties.
9. The work shall be executed strictly as per the schedule of work and instructions of the NBAIM, Mau.
10. The contractor will have to ensure **timely payment of wages strictly as per Minimum Wages Act to the deployed labourers through bank account by 7th of each month**, maintain the relevant record of their attendance, ESI, EPF etc. (if applicable), and submit such record to the authorized Officer of the NBAIM regularly every month along with the bill or for scrutiny of the authorized officers as and when required. During the contract period, **no accommodation will be provided by NBAIM to the contractor and his deployed workers.**
11. **The Service Tax is not applicable** on this contract. However, any other tax which is as per the rule of the Central/State Govt. shall be the liability of the Contractor/Service provider to deposit in the concerned department. TDS/surcharge shall also be deducted at source from the bills of the successful contractor as per rule.
12. The Contractor shall be responsible to pay minimum wages and other statutory obligation to the labourers deployed by him, abide by the provision of the Minimum Wages Act and comply with all legal requirements for obtaining license under Contract labour (R&A) Act, 1970 and any labour laws from time to time.
13. The contractor or his workers will abide by rules & regulations of NBAIM, Mau and maintain good discipline and decorum.
14. The contractor will provide and maintain specified FIRST AID BOX at the premises and observe rules and laws as required by Contract Labour (R&A) Act, 1970 and Contract Labour (R&A), Rules, 1971 and as amended from time to time.
15. The successful Contractor/Agency will have to enter into an Agreement Deed on Stamp Paper for execution of job contract on the above terms & conditions of the contract.

**TECHNICAL BID
OFFER/BID FORM**

Dated _____

Shri/M/s _____

Address: _____

Ph.No. _____ FAX No. _____ Mob. No. _____

To
The Director
National Bureau of Agriculturally Important Microorganism
Kushmaur, Mau – 275103 (UP)

Ref: Your tender document No.

Dear Sir,

I have been examined the above mentioned tender document, including addendum, the receipt of which is hereby duly acknowledged, I/We, the undersigned, offer to execute the **Various Field/Farm Operational work, cleaning and gardening work** at NBAIM on contract in conformity with the said tender documents and agree to hold this offer up to _____ on the rate/sum as shown in the Rate Schedules, attached herewith and made part of tender this document. I/We shall be bound by a communication of acceptance dispatched within the prescribed time. I/We, hereby undertake, if my/our offer is accepted, to execute the above said work on contract in accordance with the Service Schedule specified in the Schedule of Job Requirement after fulfilling all the applicable requirements incorporated in the above referred documents.

The following pages have been added to and form part of this tender:

1. _____

2. _____

3. _____

Every page so attached with this Tender bears my signature.

EMD (Rs.1,50,000/-) in the shape of Pay order/DD No. _____ Dated _____ drawn in favour of "ICAR Unit, NBAIM" payable at Maunath Bhanjan is enclosed herewith.

Tender cost (Rs.1000/-) in the shape of Pay order/DD No. _____ Dated _____ drawn in favour of "ICAR Unit, NBAIM" payable at Maunath Bhanjan is enclosed herewith.

Yours faithfully

Signature & Seal of Bidder

TECHNICAL BID

DETAILS OF EXPERIENCE/SERVICE PROVIDED DURING LAST 2-3YEARS

S. No.	Name of the Deptt./Organization	Address with contact No.	Enclosed performance certificate issued by concerned Organization.	Nature of work
1.				
2.				
3.				
4.				
5.				

Signature of Authorized person of Contractor
(Name & complete address)
For and on behalf of Contractor/firm

Annexure : IX**FINANCIAL BID
FORMAT OF BID/ RATE SCHEDULE**

S. No.	Nature of work	Price
1.	Horticulture and gardening work (Maintenance of Children Park, rose garden, lawns of Guest house and NBAIM colony, cutting of grass and hedges, planting and maintenance of seasonal flowers, pots, plants and trees of the campus).	Rs. @ per month
2.	Sanitation, cleanliness and sweeping of roads of campus, office building, gym, hostels, laboratories and campus premises.	Rs. @ per month
3.	House-keeping, maintenance, room-service and kitchen (Cooking) facilities at guest house	Rs. @ per month
4.	Maintenance and cleaning of hostel & mess and cooking service for mess	Rs. @ per month
5.	Supply of man power under Highly-Skill category	Rs. @ per day
6.	Supply of man power under Skill category	Rs. @ per day
7.	Supply of man power under Semi-skill category	Rs. @ per day
8.	Supply of man power under Un-skill category	Rs. @ per day

Note: The above quoted rates are inclusive of minimum wages as notified by the Govt. of India/ Ministry of Labour and Employment for workers employed in agriculture inclusive of all statutory obligatory liabilities viz., EPF, ESI (if applicable) etc. payable under the Contract Labour (Regulation and Abolition Act, 1970 and 1971).

Signature of the Contractor
SEAL

Break-up of monthly labour charges to be claimed and actual to be paid:

Sr. No.	Description	Monthly Charges per Highly skill workers (₹)	Monthly Charges per skill workers (₹)	Monthly Charges per semi skill workers (₹)	Monthly Charges per un skill workers (₹)
A.	Total cost per head (i + ii + iii + iv) specified as under:				
(i)	Monthly Rate				
(ii)	ESI Contribution				
(iii)	EPF Contribution				
(iv)	Other charges including bonus, gratuity, etc.				
B	Contribution by the employee for ESI & EPF to be deducted				
C	Other deduction, if any				
D	Actual amount to be paid to the employee				

Note - It is tentative figure; actual figure will be as per assign work and attended by worker.

Signature of the Contractor
SEAL

FINANCIAL BID

DECLARATION TO BE SUBMITTED BY BIDDER/TENDERER

1. I/We agree to keep the offer of this tender valid up to 60 days from the date of receipt of the tender and not to modify the whole or any part of it for any reason within the above period. If I/we withdraw the tender, EMD may be forfeited.
2. I/We hereby distinctly and expressly declare and acknowledge that before the submission of tender, we have made such examination of the tender documents and such investigation of the work required to be done, as to enable us to thoroughly understand convenient, agreements, stipulations and restriction contained in the contracts and agree that we will not hereafter make any claims or demand to NBAIM, Mau based upon on arising out of any alleged misunderstanding or misconception or mistake on our part of the said requirement.
3. I/We shall not assign the contract or any portion of the contract to anyone.
4. If my/our tender is not accepted, the EMD shall be returned on my/our application. If my/our tender is accepted, the earnest money shall be retained by NBAIM, Mau up to the submission of acceptance letter of contract award to the office and till deposition of **5% to 10% security money** as required under the contract.
5. If upon written intimation to me/us by the NBAIM, Mau, I/we fail to attend the said office on the date fixed therein or I/ we fail to deposit security deposit and entered into the required agreement deed as defined in the terms & conditions in tender documents, then I/we agree to the forfeiture of the earnest money. Any notice required to be served on me/us hereunder shall be sufficiently if delivered to me/us personally or forwarded by post or left at my/our address given herein, such notice shall be deemed to have been served.
6. I/We agree to identify and keep indemnified the first party from any claims, loss or damages that may be caused to the first party on account of my/ our failure to comply with their obligations.
7. I/we, agree to discharge all the legal obligations of the employees in respect of their wages and other service conditions and shall also comply with all the rules & regulations and provisions under Central Labour (Regulations & Abolition) Act 1970, Minimum Wages Act, Workmen's Compensation Act, EPF & MP Act., ESI Act.
8. I/We have fully understood that the written agreement to be entered between us and NBAIM shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by us and then by the officer authorized to enter into contract on behalf of National Bureau of Agriculturally Important Microorganism, Mau.

Signature of Contractor & Seal
Address & Contact No.:-