



राष्ट्रीय डिज़ाइन संस्थान
National Institute of Design
मध्यप्रदेश Madhya Pradesh

Notice Inviting Tender for
Annual Maintenance Contract (AMC) of
Horticulture and Landscaping Work
at
National Institute of Design, Madhya Pradesh

National Institute of Design, Madhya Pradesh
An Autonomous Institute under DPIIT, Ministry of Commerce & Industry,
Government of India
Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038
Website www.nidmp.ac.in



राष्ट्रीय डिज़ाइन संस्थान
National Institute of Design
मध्यप्रदेश Madhya Pradesh

(An Autonomous Institute of National Importance under DPIIT, Ministry of Commerce and Industry, Govt. of India)

NATIONAL INSTITUTE OF DESIGN MADHYA PRADESH

Village-Acharpura, Eint Khedi, Post-Arwaliya, Bhopal (M.P.) - 462 038

website: www.nidmp.ac.in

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Name of Work: Annual Maintenance Contract for Horticulture and Landscaping work at National Institute of Design, Madhya Pradesh (NIDMP) at Acharpura, Bhopal (M.P).

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NIT is approved.

[Certified that this N.I.T. contains 47 (Forty Seven) pages + BOQ contains 01 page = Total 48 (Forty eight) pages only].

Date: 04.03.2021

Sd/-
Registrar, NID MP

NATIONAL INSTITUTE OF DESIGN, MADHYA PRADESH

Notice Inviting e-Tenders No. NIDMP/HORTICULTURE/AMC/2020-21/001

National Institute of Design, Madhya Pradesh invites online percentage rate/ item rate tender on two bid system from the registered contractors in CPWD/ MES/ Railways/ Other Central Government PSU firms in Horticulture class & Category who fulfill the PQ criteria in Two Bid System for the following work:

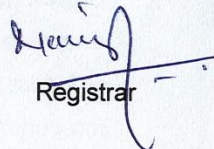
1. NIT No. NIDMP/HORTICULTURE/AMC/2020-21/001.
2. Name of work: Annual Maintenance Contract (AMC) for Horticulture and Landscaping work in the campus of NID Madhya Pradesh at Bhopal (M.P.).

Schedule of Tender

Tender enquiry Number	NIDMP/HORTICULTURE/AMC/2020-21/001	
Date/ time of release of tender through e-procurement solution	04.03.2021	01.00 PM
Last date/ time of submission of queries/ observations, if any, for clarification through e-mail to cao@nidmp.ac.in	10.03.2021	01.00 PM
Date/ time of pre-bid meeting at National Institute of Design, Madhya Pradesh, Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038	10.03.2021	3.00 PM
Start date / time of submission of online bid	04.03.2021	01.00 PM
Last date / time of downloading bid document	25.03.2021	4.00 PM
Last date / time of submission of online bid	25.03.2021	4.00 PM
Last date / time for submission of hard copies of the required documents		
Date / time of opening of Technical bid	26.03.2021	5.00 PM
Date / time of opening of Financial bid	Will be notified later	

The bid forms and other details are available on website <http://nidmp.ac.in/tenders>, but the bids can only be submitted online on <https://eprocure.gov.in>.

Date: 04.03.2021


Registrar

INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e- TENDERING FORMING
PART OF NIT AND TO BE POSTED ON WEBSITE

National Institute of Design, Madhya Pradesh invites online percentage rate / item rate tender on two bid system from the Registered contractors in appropriate category * for the following work(s):

S. No.	Name of work and location	Estimated area of operation	Earnest Money	Last date & time of submission of tender	Period by which hard copy of EMD, Cost of Tender Document, e-Tender Processing Fee and other documents shall be submitted	Time & date of opening of the tender
1	Annual Maintenance Contract (AMC) for Horticulture and Landscaping work in the campus of NID Madhya Pradesh.	10,000 sqm.	N.A.	Up to 04:00 PM on	N.A.	At 11:00 AM on

Contractors who fulfil the following requirements shall be eligible to apply. Joint ventures are not accepted.

- a. Should have satisfactorily completed similar works as mentioned below during the last 07 (seven) years ending previous day of last date of submission of bids of similar area.

Similar work means “**Gardening & Plantation**”.

- b. The firm shall have at least 3 years’ experience in last 5 years ending on 31st March 2020 of providing Horticulture/ Landscaping services in Central Government department/ Autonomous Institutions/Central Universities/Public Sector undertakings for the Government of India.
- c. **Certificate of Financial Turn over should have ₹ 15.00 Lakh:** At the time of submission of bid contractor may upload Affidavit/ Certificate from C.A. mentioning Financial Turnover of last 3 years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. **There is no need to upload entire voluminous balance sheet.**
- d. **Profit/Loss:** -The Bidder Should not have incurred any loss (profit after Tax should be positive) in more than two years during available the last five consecutive balance sheet, duly audited and

Certified by Chartered Accountant. (The Balance sheet in case of Pvt./ Public Ltd. Company means its standalone finance statement and consolidated financial statement both).

Evaluation of Performance: - Evaluation of the Performance of Contractors for eligibility shall be done by NIT approving authority or a Committee Constituted by him. All the Eligible similar works executed and submitted by bidders may be got inspected by a committee decided by NIT approving authority. The marks for Quality shall be given based on this inspection are carried out.

Scoring method of evaluation: - The Scoring for evaluation mentioned in these columns shall be done as given in the technical evaluation document.

INSTRUCTIONS TO BIDDERS (ITB)

1. The intending bidder must read the terms and conditions of the tender and should only submit the bid if it considers itself eligible and is in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form of bid document.
3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded free of cost from website www.tenderwizard.com, www.nidmp.ac.in or www.eprocure.gov.in.
4. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
5. The intending bidder must have valid class-I/Class-II/Class-III digital signature to submit the bid.
6. Earnest Money Deposit:
 - a. As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of Bid Security. The Firm who are registered with National Small Industries Corporation (NSIC) / OR Small-Scale Industries (SSI) are required to submit the proof of registration along with technical bid).
 - b. In line with O.M. dtd. 12.11.2020 issued by The Dept. of Expenditure, Ministry of Finance, Govt. of India; the provisions of EMD/Bid Security has been exempted; however, in lieu of EMD, the bidder has to sign "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in tender documents.
7. Submission of Tender:

The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.
8. Contractor can upload documents in the form of JPG format and PDF format.
9. Contractor must ensure to quote item rate in the price bid format. The column meant for quoting item rate in figures appears in "Yellow Colour". However, if a tenderer quotes nil rates against the item in

item rate tender or does not quote any rate in the tender or any section / subhead in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

10. On opening date, the contractor can login and see the bid opening process. After opening of bids, the bidder will receive the competitor bid sheets.
11. The technical bid will be opened first on due date and time as mentioned in the schedule of tender. The time & date of opening of financial bid of contractors qualifying the eligibility bid will be communicated to them a later date.
12. Pre-Bid Conference shall be held in the Admin Block, NID Madhya Pradesh, Bhopal as per the date and time mentioned in the schedule of tender to clear the doubt of intending bidders, if any. All the prospective bidders are requested to send comments/ representations on or before pre-bid meeting. Intending bidder will be allowed to seek clarification on specification, Conditions of Contract, etc. in writing to NID MP, within 48 hours after the pre-bid meeting.
13. When bids are invited in two stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted, the bid submitted earlier shall become invalid.
14. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
15. List of Documents to be scanned and uploaded within the period of bid submission:
 - I. Contractor Enlistment Order/ Registration in concerned department as specified in the NIT.
 - II. Certificates of work experience, to be issued by the Competent Authority of the Dept.
 - III. Certificate of last 3 years Financial Turnover from CA.
 - IV. Profit and Loss statement of more than two years from CA.
 - V. Certificate of registration for GST and acknowledgement of up to date filed returns (if applicable).
 - VI. Copy of PAN Card issued by Income Tax Department.
 - VII. Postal Address, Mobile No. and e-mail ID of bidder.
 - VIII. Undertaking for site inspection.
 - IX. Bid Security Declaration.
16. Copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in

press notice shall have to be submitted by the lowest bidder only within a week physically in the office of tender opening authority.

17. The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:
 - a) The bidder is found ineligible.
 - b) The bidder does not deposit original EMD.
 - c) The bidder does not upload all the documents (including GST registration) as stipulated in the bid document including the copy of receipt for deposition of original EMD.
 - d) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
 - e) If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above / below on the total amount of the tender or any section /sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

18. The description of the work is as follows: -

“Annual maintenance contract (AMC) of already developed green area at NID Madhya Pradesh.”

Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

19. The competent authority on behalf of the Director, NID MP does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any / all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled / any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.

20. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
21. The competent authority on behalf of Director, NID MP reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
22. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Govt. of India in writing. This contract is liable to be cancelled if either the contractor/any of his employees is found any time to be such a person who had not obtained the permission of the Govt. of India as aforesaid before submission of the bid or engagement in the contractor's service.
23. This Notice Inviting Bid shall form a part of the contract document. The successful bidder / contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of the Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence & negotiation leading thereto.
24. Site familiarization: Before quoting, the Contractor in his own interest shall carry out site visits to know the site conditions and full implications of the assignment. This will also help him in proper assessment of the work. Failure to do so will not absolve the contractor of his responsibility to carry out the work as specified in the Tender Documents. The cost of visiting the site shall be borne by the Contractor and shall be at his own responsibility and risk.
25. Authority of person signing document: - A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority to do so, the NID MP may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.
26. Signature on Bid(s): The bid must contain the name, address and contact details of business of the person or persons submitting the bid and must be signed and sealed by the bidder with his signature on every page of the bid. The names of all persons signing should also be typed or printed below

their signatures. Bidder shall submit a copy of the tender document and addendum / corrigendum thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.

27. Correction in Bid(s): - All changes / alteration / corrections in the bid shall be signed with date in full by the person or persons signing the bid. No erasing and / or overwriting are allowed.
28. Period of Contract: - The initial period of contract shall be for 1 year which may be further extendable up to 2 years one year at a time, depending on performance of the Agency and at the discretion of the Director, NID MP.
29. The Contractor while quoting their rates should also include minimum wage, ESI, PF Contribution etc. The contractor shall bear all expenses regarding wages and allowances (DA), PF, ESI, Bonus and gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours.
30. Price Variation: -
The providing agency shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by the agency in the Institute.

Rates quoted by the firm will include all statutory obligations of the contractor under Minimum Wages Act. Minimum wages for all purposes of tendering and execution thereof shall be rates as notified by Chief labour commissioner (Central). Revision of rates will be acceptable against submission of order/notification from time to time. Only Minimum wages for number of persons deployed will be revised as and when Minimum wages revision is notified by Chief Labour Commissioner (Central). Apart from this no other escalation on any component is payable whatsoever." This clause shall be operational for decrease in quoted/awarded amount on same analogy as above in case there is decrease in labour rates.

31. Bid Validity: The quoted rates must be valid for a period for 90 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. The contractor should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender. If the bidder quoted validity shorter than the required period, the same will be treated as unresponsive and it may be rejected/ In

case the contractor withdraws, modifies or change his offer during the validity period, bid is liable to be rejected. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

32. Award of Contract: - The authority will award the contract to the successful bidder/Contractor whose bid has been determined to be in full conformity to the bid document and the lowest evaluated bid. The Successful agency should ensure that all components of minimum wages (ESI, PF, Bonus etc.) are to be paid to the staff engaged as per the Min. wages Act, 1948. Rate quoted will be inclusive of all salaries as per minimum wages, bonus, ESI, PF, uniform cost etc., Labour Cess & all other taxes & dues payable.
33. Signing the Contract: - The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 500/- (Rs. Five Hundred only) within fifteen days of the issue of the Letter of notification of award. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.
34. Performance Security: In accordance with O.M. dtd. 12.11.2020 issued by The Dept. of Expenditure, Ministry of Finance, Govt. of India and as a guarantee towards due performance and compliance of the contract work, the successful bidder (contractor) will deposit an amount equal to 3% of annual maintenance contract value including GST and should be kept valid for a period of 60 day beyond completion of all the contractual obligation, towards performance security by way of demand draft/ Bank Guarantee in favour of "National Institute of Design, Madhya Pradesh" drawn on any Nationalized Bank/Scheduled Bank and payable at Bhopal, M.P. within fifteen days of the issue of the Letter of notification of award along with non-judicial stamp paper of ₹ 500/- (Contract agreement).
35. The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of contractor's performance obligations under the contract.

36. Terms of Payment: No advance payment will be given by the Institute. Payment shall be made on monthly basis and Contractor shall submit workers EPF number and proof of submission of EPF, ESI etc. as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at NID MP. The scope of work may increase or decrease as per requirement.
37. Penalty: In case of any loss that might be caused to the institute due to lapse on the part of the personnel deployed by the agency, discharging their responsibilities, such loss shall be compensated by the contracting agency and in the this connection ₹ 5,000 (Rupees Five thousand only) can be deduct from the bill by the institute.
38. Breach of Terms and Conditions: Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract. Or in case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by NID MP in that event the EMD shall also stands forfeited.
39. Termination of Contract: NID MP would have the right to terminate the contract by giving one month's notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of NID MP rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Tenderer or his staff and the agreement may be terminated by either party by giving one month's notice to the institution. The decision of NID MP's management in this regard would be final and binding on the Tenderer. In such an event, NID MP shall have the right to engage any other tenderer to carry out the task.
40. Arbitration: The Arbitration shall be held in accordance with the provision of the Arbitration and conciliations Act, 1996 and the venue of arbitration shall be at Bhopal. The decision of the Arbitrator shall be final and binding on the both parties.
41. Dispute Settlement: - It is mutually agreed that all differences and disputes arising out of or in connection with this agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Director, NID MP whose decision shall be final and binding on both the parties.

42. Applicable Law: The contract shall be governed by laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.
43. Instructions for Contractor: - The contractor shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactment / amendments / modifications.
- i. The payment of wages Act 1936.
 - ii. The Employees Provident Fund Act, 1952.
 - iii. The Factory Act, 1948.
 - iv. The Contract Labour (Regulation) Act, 1970.
 - v. The Payment of Bonus Act, 1965.
 - vi. The Payment of Gratuity Act, 1972.
 - vii. The Employees State Insurance Act, 1938.
 - viii. The Employment of Children Act, 1938.
 - ix. The Minimum Wages Act, 1948.
- a. The personnel deployed shall be healthy, active and not more than 45 years of age. The Contractor shall not employ men and women below the age of 18 years on the work.
 - b. The personnel supplied have to be extremely courteous with very pleasant mannerism in dealing with the students/staff/visitors, especially with female students/staff/visitors and should project an image of utmost discipline. The NID MP shall have right to have any person removed in case of student/staff/visitor complaints or as decided by representative of the NID MP if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement timely in all such cases.
 - c. The contractor should maintain all the records and documents under various labour laws applicable to contract labours/personnel and also Shops & Establishment Act/Rules applicable to his/her establishment and make them available at the institute at all times, Indicative list of such records is given for example: (a) Register for Workmen, (b) Employment card (to be issued to workers), (c) Muster Roll, (d) Register for wages, (e) wage slip, etc.
 - d. Smoking and drinking within the entire area of the Institute is strictly prohibited. Violations of this rule shall be prosecuted as per law and discharged immediately.

- e. No other person except the Contractor's staff shall be allowed to enter the premises and the contractor will not entertain outsiders or extend any service to them within the premises.
- f. Neither the contractor nor NID MP shall be liable for any delay, default or failure under this agreement if such delay defaults or failure arose as direct consequences of force majored including strikes; lock out, war & civil unrest.
- g. The NID MP shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contract save and except an accident injury resulting from any act or default of the Institute. The Contractor is liable for and indemnifies the Employer against losses, expenses and claims for loss or damage to physical property, personal injury, and death caused by his own acts or omissions.
- h. NID MP will provide Water, Electricity free of cost to carry out the work of Horticulture & Landscaping.
- i. In the event of the Contractor's failure to execute the work entrusted to it under this Agreement satisfactorily, the Institute shall make alternative arrangement to do it and the difference of cost incurred by the Institute thereby shall be recovered from the Contractor's unpaid bills and Security Deposit.
- j. The Contractor shall take care of the safety of their tools & tackles at our site & institute shall not be responsible for any loss.
- k. The Contractor shall in no case lease/transfer/sublet the services at NID MP to any other Contractor.
- l. In case of any unforeseen circumstances, NID MP may suspend / terminate the contract without any advance notice for which no damage or compensation would be payable by NID MP to the Contractor.
- m. While executing the work the contractors have to ensure that no inconvenience whatsoever is caused to the office premises functioning in the premises.

- n. Adequate number of safety measures including first aid boxes, must be provided on the site by the contractor.
- o. The Price Bid shall be unconditional. The conditional tender shall be rejected.
- p. The contractor shall abide by rules and regulations, by laws and statutes etc. imposed by the Government/ semi Government and other local authorities such as municipality etc., for execution of his job.

Registrar, NID MP

SCOPE OF WORK

Purpose & Scope of Horticulture and Landscaping: -

The purpose of Horticultural & Landscaping work is that whole premises (outdoor and indoor) of NID MP must look presentable, to make the premises environment friendly and also to make positive impression over our valued 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 for all the time whether such activities are elaborated hereunder or not.

While undertaking this work, the roads and paths are to be formally planted with medium to tall flowering plants. The contractor will develop the parks and lawns at the open space at the office premises in consultation with the Estate Officer and then simultaneously maintain all the existing as well as the developed lawns/parks. Contractor will also develop a nursery for seasonal and perennial type of flowers and plants. He will maintain and plant flowerpots at inner premises in consultation with Estate 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.

Description of Horticulture & Landscaping work to be executed: -

- a. All plant materials shall be healthy, sound, and vigorous, free from plant diseases insects, pests, or their eggs, and shall have healthy, well-developed root systems. Replacement of dead or decayed plants by new ones whenever necessary at free of cost and maintaining ever fresh look garden landscape and keeping them in good condition till the entire maintenance period. All plants shall be hardy under climate conditions similar to those in the locality of the project. All material must be protected from the Sun and Weather until planted.
- b. 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.
- c. 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 NID MP
- d. To prepare and maintain flower beds, seasonal and perennial both.
- e. To prepare and maintain flowers and decorative plant pots both in indoor and outdoor at designated places to be decided in consultation with the Estate Officer.

- f. Cutting of grass in lawns, pruning of plants at required intervals and removing the waste to the proper place should be done to give uniform look in all Lawns and gardens.
- g. Regular watering of grass, lawns, trees, plants, shrubs etc. and hoeing & weeding in/around them.
- h. Spraying of insecticide and fungicide application/spreading of chemical and manure as and when required/advised, any material will not be supplied by NID MP.
- i. Any other job which is required to make the Institution from Horticulture point of view beautiful with lush green environment.
- j. The gardeners should demonstrate own initiative for horticultural up gradation of NID MP, and Seasonal plants for the same should be prepared and submitted to the Estate Officer.
- k. The existing flower beds to be maintained with alteration (if required) by planting summer and winter seasonal flowers.
- l. Pruning of overcrowded branches, watering, manuring and weeding along with other.
- m. Weeding, soil preparation, manuring, pest controlling, trimming, training etc. as where and when required.
- n. Clean cultivation, regular feeding, pest controlling, soil preparation, trimming, pruning etc. are important maintenance operation and to be followed where and when/as per schedule/advised.
- o. Drainage should be highly satisfactory especially during monsoon.

INTEGRITY AGREEMENT

(To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of NID MP)

This Integrity Agreement is made at on this day of 2021

BETWEEN

Director, NID MP represented through The Registrar, NID MP, (Hereinafter referred as the 'Principal / Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Individual/firm/Company)

through (hereinafter referred to as the (Details of duly authorized signatory) "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/Owner has floated the Tender No. (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Annual maintenance contract (AMC) of already developed green area and development of new area recently cleaned and levelled at NID MP." here in after referred to as the "Contract".

AND WHEREAS the Principal / Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal / Owner

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

c. The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder (s) / Contractor (s)

1. It is required that each Bidder / Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b. The Bidder(s) / Contractor (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per Performa enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his / her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

1. Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder / Contractor accepts and undertakes to respect and uphold the Principal / Owner's absolute right:

2. If the Bidder (s) / Contractor(s), either before award or during execution Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/ Contractor(s) from the Tender process or terminate / determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/ Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

3. Forfeiture of EMD / Performance Guarantee / Security Deposit:

If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder / Contractor.

4. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holding listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors:

1. The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub vendors.

2. The Principal / Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3. The Principal / Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

1. This Pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor 12 Months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

2. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of NID MP.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the NID MP of the Principal / Owner, who has floated the Tender.

2. Changes and supplements need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation there of shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender / Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.

(Signature, name and address)

2.

(Signature, name and address)

Place: -

Dated: -

Form of Performance guarantee / Bank guarantee bond

In consideration of the Director of NID MP (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between.....and..... (Hereinafter called "the said Contractor(s)") for the work..... (Hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for ₹..... (Rupees..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (Hereinafter referred to as "the Bank") hereby undertake to pay to the Director NID MP an amount not exceeding ₹..... (Rupees..... Only) on demand by the Government.

2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Director, NID MP stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹. (Rupees only)

3. We, the said bank further undertake to pay the Director, NID MP any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Director, NID MP under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Estate Officer on behalf of the Director, NID MP certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, (indicate the name of the Bank) further agree with the Director, NID MP that the Director, NID MP shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Director, NID MP against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Director, NID MP to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Director, NID MP in writing.

8. This guarantee shall be valid up tounless extended on demand by the Director, NID MP. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to ₹ (Rupees.....) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

*Dated the day offor..... (indicate the name of the Bank)

PARTICULAR SPECIFICATIONS & SPECIAL CONDITIONS

1. GENERAL

- 1.1. The contractor shall take instructions from the Estate Officer for stacking of materials at site. No excavated earth or building materials shall be stacked on areas where the buildings, roads, services or compound walls are to be constructed.
- 1.2. Unless otherwise provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing shall be payable to him on this account.
- 1.3. The working drawings appearing at para 8.1(iii) of conditions of contract in the form CPWD-7/8, shall mean to include both architectural and structural drawings respectively. The structural and architectural drawings shall be properly correlated before executing the work. In case of any difference noticed between architectural and structural drawings, final decision, in writing of the Estate Officer shall be obtained by the contractor before proceeding further.
- 1.4. Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restriction / instructions including issue of identity cards to all persons authorized by him to do work / visit the work site and nothing shall be payable on this account.
- 1.5. Water and electricity will be supplied by institute / organization.
- 1.6. The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor (s) or by the Estate Officer and shall as far as possible arrange his work and shall place and dispose-off the materials being used or removed, so as not to interfere with the operations of other contractors, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Estate Officer. The contractor shall be responsible for any damage due to hindrance caused by him.
- 1.7. Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Estate Officer. Double handling of materials or excavated earth if required at any stage shall have to be done by the contractor at his own cost.
- 1.8. No claim for idle establishment & labour, machinery & equipment, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
- 1.9. Work shall be carried out in professional manner with finished product serving the intended purpose with specified strength, durability and aesthetics.
- 1.10. Work activities shall be executed in well thought out sequences such that consequent activities not adversely affecting previously done work. Nothing extra shall be payable to protect the works already done.

- 1.11. The contractor shall prepare all the needed shop drawings well in advance and get them approved before placing the order and execution of the item.
- 1.12. The contractor shall not store /dump construction material or debris on metalled road.
- 1.13. The contractor shall get prior approval from Estate Officer for the area where the construction material or debris can be stored beyond the metalled road. This area shall not cause any obstruction to the free flow of traffic / inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.
- 1.14. The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot / area using CGI sheets or plastic and / or other similar material to ensure that no construction material dust fly outside the plot area.
- 1.15. The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes / or are carrying construction material like cement, sand & other allied material are fully covered. The contractor shall take every necessary precaution that the vehicles are properly cleaned & dust free to ensure that enroute their destination, the dust, sand or any other particles are not released in air / contaminate air.
- 1.16. The contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
- 1.17. The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relating to dust emission.
- 1.18. The contractor shall ensure that C&D waste is transported to the C & D waste site only and due record shall be maintained by the contractor.
- 1.19. The contractor shall compulsorily use of wet jet in grinding and stone cutting.
- 1.20. The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.

2. RATE

- 2.1. The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work, profile, setting lay out on ground, establishment of reference bench mark(s), installing various signage, taking spot levels, survey with total station, construction of all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers, imparting continuous training for all the workers, barriers, preparatory works, construction of clean, hygienic and well ventilated workers housings in sufficient numbers as per drawing supplied by Estate Officer, working during monsoon or odd season, working beyond normal hours, working at all depths,

height, lead, lift, levels and location etc. and any other unforeseen but essential incidental works required to complete this work. Nothing extra shall be payable on this account and no extension of time for completion of work shall be granted on these accounts.

- 2.2. The rates quoted by the tenderer, shall be firm and inclusive of all taxes and levies.
- 2.3. Contractor has to be submit the GST compliant Bill showing work done and GST component separately.
- 2.4. No foreign exchange shall be made available by the Department for importing (purchase) of equipment, plants, machinery, materials of any kind or any other items required to be carried out during execution of the work. No delay and no claim of any kind shall be entertained from the Contractor, on account of variation in the foreign exchange rate.
- 2.5. All ancillary and incidental facilities required for execution of work like labour camp, stores, fabrication yard, offices for Contractor, watch and ward, temporary ramp required to be made for working at the basement level, temporary structure for plants and machineries, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc. required for execution of the work, liaison and pursuing for obtaining various No Objection Certificates, completion certificates from local bodies etc., protection works, testing facilities / laboratory at site of work, facilities for all field tests and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Estate Officer), shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. Nothing extra shall be payable on these accounts. Before start of the work, the Contractor shall submit to the Estate Officer, a site / construction yard layout, specifying areas for construction, site office, positioning of machinery, material yard, cement & other storage, fabrication yard, site laboratory, water tank etc.
- 2.6. For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, not with-standing the fact that the Contractor may have to pay extra amounts for any reason, to the laborers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.
- 2.7. All material shall only be brought at site as per program finalized with the Estate Officer. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.
- 2.8. Any damage to the existing installation/ equipment/ work shall be the responsibility of the contractor and should be repaired immediately on his own cost for which nothing extra shall be paid by the department.
- 2.9. As the work to be carried out as in occupied hospital building, proper care to be taken by the agency by issuing ID cards etc. to the workers for identification.

3. CLEANLINESS OF SITE

The Contractor shall not stack building material / malba / muck/ rubbish on the land or road of the local development authority or on the land owned by the others, as the case may be. So the muck, rubbish etc. shall be removed periodically as directed by the Estate Officer, from the site of work to the approved dumping grounds as per the local byelaws and regulations of the concerned authorities and all necessary permissions in this regard from the local bodies shall be obtained by the Contractor. Nothing extra shall be payable on this account. In case, the Contractor is found stacking the building material / malba as stated above, the Contractor shall be liable to pay the stacking charges / penalty as may be levied by the local body or any other authority and also to face penal action as per the rules, regulations and bye-laws of such body or authority. The Estate Officer shall be at liberty to recover, such sums due but not paid to the concerned authorities on the above counts, from any sums due to the Contractor including amount of the Security Deposit and performance guarantee in respect of this contract agreement.

4. INSPECTION OF WORK

In addition to the provisions of relevant clauses of the contract, the work shall also be open to inspection by the senior officers of NID MP in addition of the Estate Officer and his authorized representative. The contractor shall at times during the usual working hours and at all times at which reasonable notices of the intention of the Estate Officer or other officers as stated above to visit the works shall have been given to the Contractor, either himself be present to receive the orders and instructions or have a responsible representative duly accredited in writing, to be present for that purpose Senior Officers of NID MP Authorities shall be inspecting the on-going work at site at any time with or without prior intimation.

5. SAFETY MEASURES AT SITE

In order to ensure safe execution, following shall be adhered for strict compliance at the site: -

- (i) The work site shall be properly barricaded.
- (ii) Adequate signages indicating 'Work in Progress – Inconvenience caused is regretted' or Diversion Signs shall be put on the sites conspicuously visible to the public even during night hours. These are extremely essential where works are carried out at public places in use by the public.
- (iii) The construction malba at site shall be regularly removed on daily basis.
- (iv) All field officials and the workers must be provided with safety helmets, safety shoes & safety belts.
- (vi) Necessary First-Aid kit shall be available at the site.

The above provisions shall be followed in addition to the provisions of General Condition of Contract.

Special Conditions - (For Horticulture Maintenance and Development Works)

1. The work shall be carried out as per CPWD yardstick, CPWD Specification-2009 Vol. I & II and Specification Horticulture & Landscaping-2018 with up to date correction slips.
2. The contractor shall take instruction from the officer-in-charge regarding supply and stacking of Material at site and execution of work etc. He shall bear all charge for storage and safe custody of Materials.
3. All garden rubbish/waste/garbage etc. generated due to any operation from Horticulture works and in lawn areas whatsoever shall be disposed off on daily basis by the contractor to the Specified common disposal point and nothing extra shall be paid on this account. After the Collection of full truck load of the said rubbish/waste/garbage etc., the same shall be disposed-off by the contractor to the authorized municipal dhalao /dumping ground, in case of no removal/ Disposal in the specified period, as penalty ₹ 2000/- (Rs. Two Thousand only) per day Shall be recovered from the contractor.
4. Contractor/ agency shall provide proper uniform to the workers with half jacket (fluorescent Material), which bears the name of NID MP (Horticulture) prominently; Design to be got approved from officer-in-charge, nothing shall be paid to the agency on this account.
5. The contractor or his supervisor will regularly meet with the site officer-in-charge for taking the Direction.
6. In case of any causality of shrubs, trees or any other plants, during maintenance period, Contractor will have replace the trees/shrubs/other plants of the same height and specification at His own risk and cost and nothing extra shall be paid for the same, in this regard recovery of the ₹ 60/- per shrubs, ₹ 250/- per tree, ₹ 200/- for each other foliage / decorative plants and ₹ 100/- per sqm. for lawns shall be made. The decision of the Estate Officer shall be final and binding in this regard.
7. The rejected and substandard material should be removed from the site of work immediately. The Department shall not be responsible for any damage/loss of rejected material. If the same Will not be removed within five days after issuing notice in writing by Estate Officer, then necessary recovery shall be made @ ₹ 500 /- per day.
8. The staff deployed for horticulture work must have good knowledge about horticulture works Operations like hedge cutting, lawn mowing, planting of trees/seedlings, lawn maintenance, Potted plants maintenance etc. and supervisor should be well behaved, experienced and Qualified to communicate with the clients, occupants, staff and officers
9. The contractor shall maintain the attendance of staff/labour deployed at site with authentic Proof of attendance; nothing shall be paid extra to the agency on this account.
10. The material and plants shall be supplied as and when required basis, as per direction of officer in-charge.
11. The contractor will have to engage **Minimum 8 to10 Nos. Gardeners** daily (as per yard stick of the work) not below the age of 18 years.
12. All the T&P, related spare parts, its repairing, fuel and other then T&P items like irrigation pipe, Hessian cloth, broom etc. required for maintenance shall be arranged by the contractor at his Own cost

13. The Department shall not be responsible for any injury, or death of any worker at site due to Accident during functioning of the equipment or by negligence of the contractor/agency.
14. The contractor will be responsible for police verification of the labour & permission of vehicles Deployed for the execution of work. They have to follow all the security norms/guidelines of the Concerned Ministries/Department. A list of workers deployed will have to provide to the Officer in-Charge before starting the work to get the necessary security passes and other security Clearance well in advance.
15. All the engaged workers are to be equipped with photo identity cards issued by the contractor and contractor will maintain their particulars (i.e. Name, Father's Name, Local Address and Mobile No. in Emergency etc.). A copy of the same will be provided to the Officer-in-charge. The Expenditure on this account will be borne by contractor and nothing will be reimbursed for it.
16. In case of absence from duty by labour, amount shall be recovered @ double of current Minimum wages from the contractor's bill.
17. The contractor or his representative should be available at site on every visit, of officer-in-charge as well as visit of senior officers.
18. Sample of grass may be got approved from the Officer-in-charge, in case of regressing / relaying of grass.
19. In order to ensure the suitability of good earth supplied for Horticulture purpose, lab test will be Required for every 300 cum of good earth supplied.
20. The contractor shall follow provision of contract labour (Abolition and regulation) ACT 1970 & Minimum wages ACT.
21. Good earth and manure should be free from rocks, stones or any type of debris material.
22. Sample of Good earth and manure should be approved before procurement by Estate Officer.
23. Manure should be black in colour i.e. (decomposed properly) & should not stick to hand when roughed.
24. Sample approved and stacked material should be same & will be confirm by Estate Officer.
25. Supply items will be procured time to time as per requirement as per direction of Estate Officer.
26. Contractor shall deploy workers / Mali (Gardener) having knowledge of horticulture activities.
27. All the Horticulture activities of lawns shall be monitored on weekly basis. In case Contractor do not follow up the instructions for execution of lawn mowing / hoeing / Cutting of hedges etc. as per the site requirement against the items in BOQ, then lump sum deduction on pro-rata basis (on monthly rate quoted) of affected
 - a. Area shall be made as detailed below as Penalty, for that particular week: -

- i. Deduction for not mowing the lawn – 10% of quoted rate.
- ii. Deduction for not hoeing the beds – 10% of quoted rate.
- iii. Deduction for not trimming of hedges / trees – 10% of quoted rate.
- iv. Deduction for not cutting side / corner grass – 10% of quoted rates.
- v. Deduction for not watering the lawn / flower beds – 5% of quoted rates.
- vi. Deduction for not cleaning the lawn – 5% of quoted rates.
- vi. Deduction for non-arranging manual lawn movers at site – 20% of quoted rates of that area.
- vii. Deduction for not trimming/felling of tree and/or not disposing unserviceable material within 3 days of instruction of Estate Officer: - 10% of Quoted Rate.

28. The contractor will have to deploy at least 1(One) Supervisor with proper power of attorney / for supervising the work, taking instructions from Estate Officer. The said supervisor must be able to communicate in either Hindi or English. The quoted rates of the Contractor shall be deemed to include the above provisions.
29. NID MP does not guarantee any quantum of work to be executed.
30. In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirement of the Estate Officer.
31. Measurement and Billing:
The Contractor will submit bill in approved proforma in triplicate in every month to the Estate Officer of the work giving abstract and detailed measurements for the various items executed during a month before expiry of the 1st week of the succeeding month.

**TECHNICAL SPECIFICATION AND TERMS & CONDITIONS FOR MAINTENANCE OF
HORTICULTURE WORKS**

1. GENERAL:

The technical specifications and terms & conditions for Maintenance of Horticulture works should be read in conjunction with the general conditions of contract.

2. SCOPE OF WORK:

The scope of the contract covers all landscape maintenance works in respect of existing garden features as detailed under the item of work which includes lawns, ground covers, rockeries, flower beds, creepers and climbers, shrubs, topiary works, ornamental and flowering trees, fruit trees, planters at all the levels of the area including self-grown trees within the area, if required to be retained.

The Estate Officer has the right to carry out further Landscape development in these areas and minor extensions will be included in the scope of works but major projects will be dealt with separately.

All garden areas including plantation areas are to be kept neat and tidy throughout the period of contract.

3. PERIOD OF CONTRACT:

The initial period of contract shall be for 1 year which may be further extendable up to 02 years, one year at a time, depending on the performance of the Agency and at the discretion of the Director, NID MP.

4. GENERAL SUPERVISION:

The maintenance will be carried out under the general supervision of Estate Officer. The areas will be regularly inspected by the authorized staff of the Department to check the attendance of contractor's staff, material used and for general supervision.

The instruction of departmental staff is to be carried out promptly. In case of any difference of opinion / interpretation of specifications and conditions, the matter is to be referred by the contractor to the Officer-in-charge for his decision, which shall be final and binding.

5. CONTRACTOR'S SUPERVISION:

5.1 (a) The contractor must engage one full time Supervisor who preferably should be experienced in the horticulture field.

OR

5.1 (b) Retired Chowdhary (Garden supervisor) from Government Dept. Undertaking or Firm of repute with good physique & health, with sound knowledge of the subject and he should be literate enough to maintain the required records.

5.2 The Supervisor should be with mobile to ensure efficient supervision.

5.3 The staff engaged by the contractor shall not be substituted except for sickness / approved leave or otherwise found unfit for the job.

5.4 Minimum one supervisor is to be engaged for 10-20 of staff. In case, the total staff is less than 10 Nos. one of the skilled labour.

6. CONTRACTOR'S MANPOWER AND MANAGEMENT:

The contractor must engage gardeners and other staff with adequate experience of Horticulture works, not construction labour for lawn/landscape maintenance works.

The number of field staff for different garden features and operation is specified as per Approved Yardstick of Govt. of India or is based on actual requirement as experienced where Yardstick is not prescribed. The contractor should examine this strength and in case of Disagreement on field staff strength, he should make submission with valid reasons well before the submission of tender documents or along with the tenders for consideration of the Estate Officer whose decision shall be final.

The contractor shall have to engage the minimum agreed staff all the times. Due to exigencies or otherwise, if some additional staff is required to be deployed no additional payment will be made to the contractor if the works are to be carried out within the maintained area, and within the scope of work.

The contractor shall maintain attendance and other records of the manpower engaged by him required under the rules and must observe all the formalities required under the labour act. The garden staff wear uniform / dresses of approved design and colour during the working hours.

The normal working hours will be 8 hours a day from 9.00 AM to 5.00 PM with 1 hour lunch break from 1.00 PM to 2.00 PM, subject to staggering of duty hours as per actual requirements. During Sundays and other holidays, the contractor must deploy essential staff to ensure minimum maintenance.

For the exigencies, contractors shall deploy the required number of staff beyond normal duty hours if directed so to carry out the works within the scope of agreement.

7. GENERAL MAINTENANCE:

The maintenance shall include watering, fertilizing, plant protection from pests and diseases, mowing and upkeep of lawns, sweeping and disposal of garden refuse, minor weeding, cutting of edges, pruning and clipping of hedges, topiary work as per pruning standards, raking, preparation and planting of seasonal flowers, minor repair works, and all other landscape operations necessary for the proper growth of garden features and presenting a satisfactory standard of maintenance throughout the period of contract. The general maintenance includes but is not limited to the works specified in the following paragraphs.

8. IRRIGATION:

The contractor shall be responsible for the daily watering of the lawn / landscape areas, at his cost for labour and material (like Hose pipes, hydrant Keys etc.)

The contractor shall be responsible for the adequate watering of the lawn / landscape areas.

The contractor shall be responsible for washing / spraying with water of trees, shrubs and other plants as and when directed to do so.

9. MANURING AND FERTILIZATION & SPREADING OF GOOD EARTH:

The contractor shall do the required manuring and three application (November to February) of fertilization and spreading of good earth. The labour involved in manuring and fertilizing shall be borne by him. The cost of fertilizer / manure and good earth will be paid separately / will be provided by the department.

10. PLANT PROTECTION:

Periodic checks are to be carried out for pests and diseases. In the event of infestation, prompt spraying of appropriate pesticides, fungicides etc. will be required for the eradication of the same.

Spraying is to be handled by Trained staff in this field. The contractor shall be held fully responsible for any damage caused to garden features by application of wrong chemicals.

The contractor shall be held responsible for any mishap/injury to the staff handling insecticides & fungicides etc.

The required insecticides, fungicides, chemicals etc. shall be supplied by the Department and the other operations in regard of the plant protection shall be carried out by the contractor.

11. LAWN MOWING AND SWEEPING:

11.1 Lawn should be mowed at regular intervals and grass should not be allowed to overgrown under any circumstances. The frequency of lawn mowing in the following orders is to be observed except in case of unavoidable circumstances. Trimming of grass, hedge and mowing margins with the help of garden sword / hedge sheer / edge sheer / khurpa etc. should be done immediately after mowing.

11.2 Removal and disposal of all garden refuse, dry branches etc. and machine cut grass to an appropriate dumping area as specified by the department.

12. PRUNING AND TRAINING:

12.1 Clipping and training of hedges, edges minimum once a fortnight and trimming shrubs, Trees Creepers, Bougainvillea's and other standard at regular intervals is to be done.

12.2 Stacking of plants, wherever required and stacks and supports will be adjusted from time to time. This also requires replacement of damaged trees belts / trees ties by the contractor.

12.3 Pruning, Cutting and Clipping, Deadwoods, Water sprouts, Suckers shall be removed, hedges and other standard required to achieve formal and geometric shape shall be so clipped.

12.4 Regular cutting back of certain types of plants to encourage proper growth, Pruning is to be done in such a manner as not too much change their natural and normal shape.

12.5 Standard should be so trained that they present a uniform shape.

13. CULTIVATION & WEEDING:

Regular minor weeding of lawns, cutting of edges of lawns, ground covers and flower beds, making basins of trees and shrubs pits and hoeing is to be done. The garden is to be kept free from weeds of alien plants. This operation must be carried out at frequent intervals throughout the year, to keep the garden neat and tidy all the year round.

14. FLOWERS AND PLANT MATERIAL:

14.1 The flowers beds are to be maintained by planting winter and summer seasonal flowers. This includes preparation of flowers beds, submission of planting schemes at least three months in advance of planting indicating the varieties/colours planting beds and proper care. The department will provide all the required seeds and seedlings. In spite of that contractor must raise the seedlings in nursery as far as possible. The contractor will prepare the planting schemes for full year.

The adequate number of seedlings to be planted. The contractor will make any damage to the seedlings / flowers good. In case, department is to plant / supply seedlings or flower-pots when the contractor fails to comply with instructions promptly or is otherwise unable, the necessary recovery shall be made from the contractor.

14.2 The seeds & seedlings shall be supplied by the Department, planting and contractor should do other care & maintenance. However, any loss, damage to the seedlings due to the negligence of the contractor shall be made good by him. However, 10% extra seedlings shall be provided by the Department for normal mortalities.

14.3 The flowers beds should be thoroughly dug and prepared at least 3 to 4 weeks before actual plantation.

15. REPAIR AND REPLACEMENT:

15.1 The contractor shall carry out all minor repairs to garden features damaged due to digging in the area negligent handling by the staff, excessive erosion caused by watering/rains and all replacements of plants that die during the period of maintenance or those that are unhealthy, unsightly or of impaired condition, to be made as soon as practicable after damage is evident. Any replacement substitution

suggested by the department shall be done by removal of existing plant material etc. making pits for new ones and actual planting, but the department will supply the plants.

15.2 The cost of garden features, plant material etc. due to natural calamities shall be borne by the department, however, labour required for these purposes shall be arranged by the contractor.

16. PERCAUTIONARY MEASURES:

The contractor must take all necessary precautions for carrying out the above operations. In the event of any injury / accident to any person(s) damage to government or private properties, the responsibility and liability will be entirely on the contractor.

17. CERTIFICATE OF WORK DONE, PAYMENT AND PENALTIES:

17.1 All payment to the contractor shall be based on the monthly invoices / bills submitted by the Agency to the Estate Officer.

17.2 In case the contractor fails to carry out the instructions, the cost of work not done will be deducted from the monthly bills of the contractor as proposed by the Estate Officer and decided by the Officer-in-charge, which may be double the cost of actual procurement cost or as decided by the Officer-in-Charge.

18. QUANTITY OF WORK.

The quantity of work may be increased or decreased by the competent authority and the contractor shall be bound to execute the work on the quoted rates.

19. RATES:

The rates should be inclusive of all expenses such as wages, cutting of hedge, mowing of lawn, application of fertilizers, insecticides and pesticides and carriage of Hort. Rubbish generated during the whole day operation.

20. TOOLS AND EQUIPMENTS / AGRICULTURAL MACHINERY:

All the tools & equipments / agricultural machinery required for the proper maintenance of the lawn / landscape works is to be arranged by the contractor including Hose pipes & Manual or power-Driven Lawn Mowers, manually operated Sprayers etc. 1 No. lawn mower is necessary for the site and its running and repair cost to be met by the contractor.

Format of Technical Bid

1. Name of Firm/ Contractor/ Supplier:	
2. Name of the owner(s) Partners: (Attach detail of all Partners)	
3. Complete Address:	
4. Contact Details: a. Residence: b. Office: c. Mobile: d. Email Id:	
5. Whether the firm/ agency is registered, attached copy of the certificate of registration	
6. GST Number	
7. PAN Number	
8. Bidders should submit valid ISO 9001- 2008 & ISO 14001 – 2004 Certifications duly attested.	

(Signature of the Bidder)

Along with Stamp of Firm/Company

Date:

Place:

TECHNICAL EVALUATION SHEET

(To be filled by the Bidder and Uploaded and submitted with Technical Bid)

Name of the Firm:

The Firm is required to submit the documents in support of each criteria for assessment by Tender Evaluation Committee of NID MP.

SL. No.	Description	Criteria for Marks	Minimum marks for Qualifying in Technical Criteria	Maximum Marks
1.	Number of Years of experience in providing AMC Services pertaining to Horticulture & Landscaping works to Central / State Government / Central Autonomous Bodies / Central Educational Organization Including IITs / IIMs / NITs / CFTIs / PSUs on the format of Annexure II	2 mark each year for first 5 year and 1 marks for every additional year of experience subject to maximum of 20 marks	10	20
2.	Registration under Contract Labour (Registration & Abolition) Act, 1970/ EPFO / ESIC / PAN / GST with valid licence during the currency of contract along with Registration in concerned department as specified in the NIT.	10 marks for all valid certificates	10	10
3.	Number of successful contracts of minimum 1 year duration in providing AMC Services in last five years in PSUs / Central / State Government / Central Autonomous Bodies / Central Educational Organization including IITs / IIMs / NITs / CFTIs as per Annexure III	2 marks for 1 contract each of minimum 1 year duration subject to maximum of 20 mark	10	20
4.	Average turn-over of Rs 50.00 Lacs during the preceding three years.	10 marks for minimum turnover and 2 mark each for additional 50 Lacs subject to maximum of 20 marks	10	20
5.	Minimum 50 number of Manpower on direct payroll of the service provider during F.Y. 2019-20.	5 marks for minimum number of 50 Manpower and 1 mark each for additional 20 Manpower subject to maximum of 10 marks	5	10
6.	Number of on-going similar contract of AMC Services for value of Rs 15 lakhs annually in Central / State Government / Central Autonomous Bodies / Central Educational Organization Including IITs / IIMs / NITs / CFTIs / PSUs (copy of work order must be enclosed)	2 marks for each ongoing contract and maximum of 20 marks	6	20
	Total			100

Important: The financial bid for only for those bidders shall be opened who will secure at least 50 marks in technical evaluation, with securing at least minimum marks in each category from 1 to 6, as per above given table.

Note:

(i) For item No. 1 to 6, the Bidder will have to submit the documentary evidence for each criterion as per the Technical bid format, failing which no marks will be allotted to the bidder.

(ii) The Tender Evaluation committee may visit/ enquire at the offices, where currently, the security services are being provided by the bidders and based on visit/ enquiry, performance of the Bidder may be assessed.

Experience Details

1. **Details of Experience: Should be uploaded in the following format, original copy should be submitted with Technical Bid-**

Name of the client and full address	Telephone and FAX number of the client	Tenure of contract	Value of contract

Important: Copies of work orders, extension letters along with the work orders, certificates issued by the clients on their letter head with date of issue and containing requisite details (like date of commencement and completion, cost etc.) will be considered.

Signature and Seal of the Bidder:

Date:

FORMAT FOR PERFORMANCE CERTIFICATION

(to be issued on letterhead of the organization/institute/department)

(Information to be submitted for each individual work from the employer for whom the work was executed)

1. Name of the Contract and location

2. Agreement no. With date

a. Scope of Contract

b. Annual Contract Cost

c. Date of start

d. Period

e. Amount of compensation/penalty levied, if any

f. Performance Report

(i) Quality of service - Good / Satisfactory / Unsatisfactory

(ii) Regular payment of wages to Manpower - Good / Satisfactory / Unsatisfactory

(ii) Adherence to all Labour Laws (including ESI/EPF) - Good / Satisfactory / Unsatisfactory

Date:

(Signature of the Authorized Authority of the Organization)

(Official Seal of the Organization)

UNDERTAKING BY CONTRACTOR (Attested by Notary on a stamp paper of Rs. 100)

I/We hereby certify that:

1. Full manpower will be engaged on daily basis for the services sought under this contract on rotation basis (if required) as per given schedule or as per instructions issued by NID MP.
2. I/we have made the site visit in order to evaluate the level of services to be rendered and quoted accordingly.
3. I/We have read all the terms & conditions of the tender documents and by applying this tender, I/we hereby agree to all the conditions of the tender document/agreement.
4. I/We have specified the number of persons to be engaged daily (manpower) to execute all the works as mentioned above at NID MP.
5. I/We agree that the payment will not be made for work not carried out in any of the areas.
6. I/We further undertake to abide by all the provisions of law, enactments, notifications and circulars issued by the competent authorities. We shall keep the Institute fully indemnified and continue to keep the Institute indemnified for all the consequences arising out of our non-compliance of the provisions of law.
7. I/We agree to pay minimum wages, EPF, ESI, bonus and other statutory payments on or before 7th day of every month. Further, I/We agree to submit proof of payment of wages i.e. ECS statement and challans, ESI and EPF contributions for the previous month along with the bill.
8. Substitute Manpower/ Supervisor will be made available as and when required. Extra manpower if any, called during special events etc. will be provided even at short notice.
9. Two sets of Uniforms, Identity Card, and one pair of footwear will be issued to all the deployed personnel within 15 days of the start of work and it will be replaced as and when required and all the expenditure will be borne by me/us. One sweater will be provided to deployed personnel by 15th November during period of contract. The uniform will be provided every year and the expenditure will be borne by me/us and no charges will be demanded/deducted from the wages of employees.
10. We shall protect the interest of the Institute in respect of this contract agreement as well as against the action of any of our employees.
11. It is certified that the Partners of the Firm or sole proprietor or Firm/ Agency/ Company as the case may be, has never been black listed by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India/ State Government and no criminal case is pending against the said Firm/ Agency/ Company as on the last date of filling of this tender.
12. There is no police case/vigilance enquiry pending against the Partners of the Firm or sole proprietor or Firm/ Agency/ Company as the case may be, and that he/ she/ it has never been punished by any Hon'ble Court.
13. There are 'no dues' pending for payment towards income tax as on the date of the affidavit against the Partners of the Firm or sole proprietor or Firm/ Agency/ Company as the case may be.

Date:

Bidder's Signature and seal

LETTER OF CONSENT

To,
The Director
National Institute of Design, Madhya Pradesh,
Acharpura, Eint Khedi, Post Arwaliya,
Bhopal (MP) – 462038

Name of Work: AMC of Horticulture & Landscaping works at NID MP.

Sir,

1. I/We understand the nature and quantum of work to be carried out. I/we have read the various conditions to tender including general conditions and hereby agree to abide by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 90 (ninety) days from the date fixed for opening the Part I and in case the tender is withdrawn within the validity period or the contract if awarded is not accepted. The rate quoted is firm and I/we will execute the work as per the rates quoted in the attached schedule and hereby bind myself/ourselves to carry out the work during the entire contract period as per the letter of acceptance of the tender/contract. I/We also hereby agree to abide by the rules and regulations of the NID MP, general conditions of the contract as amended from time to time and to carry out the work according to the conditions of the contract laid down by NID MP.
2. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Bidder(s) with Stamp, Address:

Date:

PART-II Financial Bid

(To be filled by the Bidder and Uploaded in Financial Bid {BOQ format})

Name of the Firm:

Sl. No.	Item Description	Qty.	Unit	Rate	Amount
1	Annual Maintenance Cost for Horticulture & Landscaping works at NID MP				
1.01	Complete maintenance of the entire green area in the campus i.e. lawn trees, shrubs, herbs, edge, flower beds, foliages, creepers, trees, potted plants etc. including hoeing, weeding, pruning, replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mower and brush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers (whenever required) top dressing of lawn with good earth and manure and maintenance of other garden related works as directed by office-in-charge (Cost of Good Earth, Manure, Fertilizer, Insecticide, Pesticide will be provided by the Department & lawn mower and brush cutter with fuel and other T & P material/articles shall be provided by the contractor) and as per direction of officer in charge as per the requirement.	1	Per sqm. / per month		

Note:

- (i) **The quoted rates shall be inclusive of all taxes, duties, statutory levies etc. as applicable and nothing will be paid extra.**

Signature of the Bidder with Seal & Address

Date:

Undertaking / Declaration / Certificate of Compliance

To whom so ever it may concern

Date

Name of the firm /
contractor:

Name of Work :

Work Order No :

With reference to particulars, this is to certify that I have followed all the laws, rules and regulation applicable to us.

This is also certified that the; I have followed all the labour laws, rule and regulations including The Contract Labour (Regulation and Abolition) Act, 1970 and The Employees' Provident Funds and Miscellaneous Provisions Act, 1952.

I shall be responsible for consequences, if any, arises due to noncompliance of the provisions of application laws and National Institute of Design Madhya Pradesh Bhopal shall not be responsible for any liability arising due to noncompliance of the statutory provisions.

The above facts are true and correct to the best of my knowledge and belief and I as the undersigned authorized signatory shall be held responsible for the same. I have obtained all the registrations and licenses wherever applicable. I am filling all the returns wherever applicable.

Name and signature of Authorized Signatory

Seal

Bid Security Declaration

(to be printed on non-judicial stamp paper of ₹ 100/-)

To,
The Registrar,
National Institute of Design, Madhya Pradesh (NID MP),
Acharpura, Eint Khedi, Bhopal.

I/We, the undersigned, hereby declare that:

1. I/We understand that, according to the terms and conditions of the bidding documents, bids must be supported by a 'Bid-Security Declaration'.
2. I/We accept that I/We will automatically be suspended /blacklisted from being eligible for bidding in any contract with NID MP for the period of time of 03 years starting on February, 2021, if I/we am/are in breach of our obligation(s) under the bid conditions, because I/we:
 - (a) have withdrawn our Bid during the period of bid validity specified in the bid document; or
 - (b) having been notified of the acceptance of our bid by NID MP during the period of bid validity,
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with tender documents.
3. I/We understand this Bid-Security Declaration shall expire if I/We are not the successful Bidder, upon the earlier of
 - (i) our receipt of your notification to us of the name of the successful Bidder; or
 - (ii) 15 (fifteen) days after the expiration of our bid validity.

Name and signature of Authorized Signatory

Office Seal

DECLARATION

(to be submitted with the technical bid on letter head of the bidder)

To,

The Registrar,
National Institute of Design, Madhya Pradesh (NID MP),
Acharpura, Eint Khedi, Bhopal.

I/We have read and examined the notice inviting tender, specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We agree to keep the tender open for 90 days from the due date of opening of technical bid and not to make any modification in its terms and conditions.

If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said Director, NID MP or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely and take action as defined in the tender document.

Further, if I/We fail to commence work as specified, I/We agree that Director, NID MP or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to in the tender. Further, I/we agree that in case of forfeiture of earnest money or performance guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has / have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in NID MP in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Estate Officer shall be free to forfeit the entire amount of Earnest Money Deposited / Performance Guarantee.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated #.....

Signature of Contractor#

Witness: #

Postal Address#

Address: #

Occupation: # # To be filled in by the contractor/witness as applicable.