

**Our Ref.: TI/G-80**

**16 Mar 2006**

**Subject: Tender for Horticulture Work at NITS, CL**

**M/s**

**Dear Sir(s),**

Sealed quotations in two-bid system for the subject work is invited from eligible Tenderers/Bidders by the National Institute of Training for Standardization (NITS), A 20-21, Institutional Area, Sector 62, NOIDA upto 1600 h on or before 10 April 06. The tender document (two-bid system) is to be submitted in two separate envelopes, each sealed and clearly identified as to the envelope number and contents as indicated below and addressed to "Section Officer (Administration)" at the above-mentioned address. Both the envelopes along with requisite **EMD** shall be contained in a large envelope super scribed "**Tender for Horticulture Work**".

The tender document may either be downloaded from the BIS website at <[www.bis.org.in](http://www.bis.org.in)> or purchased from our office at the above-mentioned address on any working day, i.e., Monday to Friday during 1000 h – 1630 h on payment of Rs. 150.00 in cash or DD in favour of "Bureau of Indian Standards" payable at Delhi/NOIDA. If downloaded from website, cost of tender document is to be deposited alongwith EMD.

Both the envelopes to be filled and submitted by the bidder, i.e., **Envelope 1- Technical Bid** and **Envelope 2 - Price Bid** are enclosed herewith.

The Technical Bids shall be opened on next working day of submission of tenders at 1400 h. Representatives of the bidders may be present at the time of opening of the tender, if interested. Price Bids of only successful bidders, qualifying in the Technical Bid, shall be opened. The date and time of opening of price bids shall be intimated to all the successful bidders.

**Section Officer (Admn.)**

**Our Ref.: TI/G-**

**TENDER DOCUMENT  
FOR  
Horticulture WORK  
  
AT**

- 1. National Institute of Training for Standardization (NITS),  
A-20&21 Institutional Area, Sector 62, NOIDA - 201 301 (U.P.),**
- 2. BIS, Central Laboratory, (CL)  
20/9, Site-IV, Sahibabad Industrial Area, Sahibabad, (U.P.)**

**Tender Due Schedule : 1600 h, 10 April 06**

**Technical Bid Opening Schedule : Next working day at 1400 h**

**Tender Document issued to : \_\_\_\_\_**

**Signature of the Issuing Authority**

**NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION**  
**ENVELOPE 1: TECHNICAL BID**

**Type of work: Horticulture Work AT:**

1. **National Institute of Training for Standardization (NITS),  
A-20&21 Institutional Area, Sector 62, NOIDA - 201 301 (U.P.),**
2. **BIS, Central Laboratory, (CL)  
20/9, Site-IV, Sahibabad Industrial Area, Sahibabad, (U.P.)**

**Tender Reference: TI/G-**

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**Technical Bid:**

1. The Tenderer/Bidder shall have at least 1 year experience in this field in any of the established organizations and shall submit self-attested copies of the following documents along with the tender documents:

- a. PF Registration,
- b. ESI Registration,
- c. Valid License issued by Regional Labour Commissioner, Govt. of India,
- d. Detailed statement of works of similar nature carried out in Central/State Govt. Bodies, Public Sector Undertakings, etc., or in established organizations in the last 1 year (ending on 31<sup>st</sup> March 2005), with value of the work undertaken,
- e. Proof of financial turnover achieved along with copy of balance sheet of previous financial year ending 31<sup>st</sup> March 2005 or un-audited balance sheet of 2005-06.
- f. List of on-going works with their financial value, and
- g. List of arbitration cases (if any).
- h. Proof of last income tax return for the assessment year 2005-06

2. Certificates provided for the works detailed in 2 (d) above shall clearly indicate the scope and nature of work undertaken and the value of various components of work executed in order to establish conformity to the defined/similar works.

3. General Terms & Conditions of the Contract to be fulfilled by the Tenderer/Bidder are also enclosed (Annex-I).

4. Nature and Scope of Work to be done at NITS and CL is enclosed (Annex-II).

5. The Agreement (performa) is given in Annex-III.

6. Successful tenderer/bidder (Contractor) shall employ the staff as under:

**House-keeping Work:**

Sl. No.	Description	No. of Personnel	
		NITS	CL
1.	Head Mali	-	1
2.	Malies	5	4
	<b>Total</b>	<b>5</b>	<b>5</b>

**This envelope shall be super scribed**

**“Envelope No. 1 – Technical Bid for Horticulture Work”**

**NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION**

**Our Ref.: TI/G-**

**Subject: Tender for Horticulture Work**

**GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

1. Validity of Offer: Offer shall remain valid for 90 days from date of opening of tender.
2. Earnest Money Deposit:  
(Bid security) Rs. 10 000.00 in the form of crossed Demand Draft, drawn in favour of Bureau of Indian Standards, payable at New Delhi/NOIDA.
3. Performance Security Deposit: 5% of annual payment cost in the form of crossed Demand Draft drawn in favour of Bureau of Indian Standards, payable at New Delhi/NOIDA (from the successful bidder selected for award of the contract).
4. Period of Contract: Two years (twenty four months) from the date of award of work.
5. Each page shall be duly signed by the tenderer/bidder as a token of their acceptance of the Technical and Contractual details, Scope of Work, including all data to be supplied by the tenderer/bidder as specified in the tender document. Envelope No. 1 shall also contain EMD as mentioned above and forwarding letter of the bidder. The forwarding letter of the bidder shall contain the following documents in support of their eligibility:  
  
Documents indicating set up of the firm (partnership/proprietorship/Private Limited/Public Limited/etc.)
6. In case of successful tenderer/bidder to whom the contract shall be awarded, EMD of Rs. 10,000.00 deposited by him shall be adjusted against the performance security deposit of Rs. ----- to be deposited by him while signing the agreement. The EMD of the un-successful/rejected tenderers/bidders shall be refunded to them after the finalization and award of the contract.
7. No interest shall be paid on EMD.
8. The interested tenderers/bidders are advised to visit the sites of work so as to be familiarized with site conditions before quoting the rates or may obtain information about the subject work from the Section Officer (Admn) of NITS, NOIDA, Section Officer (Admn), CL on any working day during office hours.
9. Canvassing, in any form, shall entail disqualification/rejection of tender/bid.

- 10.**In the event of personnel being on leave/absent, the Contractor shall ensure suitable alternate arrangement.
- 11.**Personnel deployed in NITS and CL shall follow the dress code according to their job.\
- 12.**The antecedents of the personnel to be deployed in NITS and CL shall be thoroughly examined and verified by the successful tenderer/bidder (Contractor) and copies of the same be furnished to NITS, CL after the award of the contract.
- 13.**BIS reserves the right thereto, without assigning any reason, to accept or reject any or all tenders in whole or in part.
- 14.**Sealed tender shall be sent and delivered in person as specified above and tenders sent by registered post shall not be accepted.
- 15.**If the services rendered by the successful bidder (Contractor) or performance of the persons deployed by the successful bidder (Contractor) are not found to be satisfactory by BIS, then BIS reserves the right to terminate the contract by giving 15 days notice without assigning any reason.
- 16.**Successful bidder shall be required to sign the contract agreement in the Proforma given in this tender document within a period of 15 days of receipt by him of notification of award of work (Annex-III).
- 17.**The successful bidder (Contractor) shall be responsible for any loss/damage to the materials caused by his staff deployed for duty.
- 18.**The successful bidder (Contractor) shall abide by the regulations/requirements meant for horticulture services and strictly follow the rules. NITS and CL security staff shall have the right to check, search or interrogate any personnel while entering/leaving the NITS and CL premises for purpose of security.
- 19.**If the successful bidder (Contractor) fails to maintain required number of qualified manpower, the bidder (Contractor) shall be liable to pay penalty to BIS at double the notified rates in force for the category of personnel concerned.
- 20.**The bidder (Contractor) shall include minimum wages as per Minimum Wages Act including prevalent DA, contribution of the Employer towards PF, EPF, ESI, etc. The DA rates shall be subject to revision as notified by the Government from time to time. The bidder (Contractor) shall pay to his staff minimum wages including prevalent DA, before 7<sup>th</sup> of every month, deposit Contribution of the Employer towards PF, EPF, ESI, etc., with the concerned authorities and provide proof thereof to NITS, CL along with the bill.
- 21.**Daily attendance of each staff shall be maintained by the successful bidder (Contractor). Attendance records shall be produced before the Department In charge for checking every day.
- 22.**The successful bidder (Contractor) shall submit the bill every month.

- 23.** TDS and any other tax, as applicable from time to time, shall be recovered by NITS, CL from the bills submitted by the Contractor. Any change in the rate of TDS shall be to the successful bidder (Contractor)'s account.
- 24.** The successful bidder (Contractor) shall be wholly responsible for theft, burglary, fire or any other mischief done by his staff.
- 25.** BIS reserves the right to verify bonafides of successful bidder (Contractor)'s staff and shall be justified in asking for their replacement. The decision of the BIS in this regard shall be final and binding.
- 26.** Any claim arising on account of damage, compensation or expenses payable in consequences of any accident or injury sustained by workman of successful bidder (Contractor) or any other person, whether in the employment of the successful bidder (Contractor) or not; while in or upon the said works or site of the same, the BIS shall not be bound to entertain any claim or such claim brought under the Workman's Compensation Act.
- 27.** The successful bidder (Contractor) shall ensure that at no time there is any violation or infringement of any rules and regulations of the bye laws.
- 28.** The staff to be provided by the successful bidder (Contractor) shall be disciplined, polite and courteous. They shall not misbehave with any of BIS staff members and shall not enter into any unlawful activities in the premises.
- 29.** The successful bidder (Contractor) shall be solely liable for timely payments/dues to the personnel deployed at NITS and CL.
- 30.** The successful bidder (Contractor) shall be responsible for all other LABOUR LAWS as applicable and also shall be responsible for their compliance.
- 31.** Price bids of bidders, who do not fulfill the above requirements, shall not be opened. Required documents shall be submitted strictly as prescribed. Original documents may be required for verification of the above claims at the time of opening of the technical bids.
- 32.** Relevant information/certificates called for shall be annexed to the tender. Non-receipt of any information/certificates with the tender shall entail rejection of the tender.
- 33.** Format of the letter to be submitted along with tender by the bidder is enclosed.
- 34.** In the event of any dispute or difference relating to the provisions of the contract, the same shall be settled amicably through mutual discussions, or shall be referred to the sole arbitrator appointed by the Head (NITS).
- 35.** The courts at NOIDA (Gautam Budh Nagar), Ghaziabad (U.P) (as per jurisdiction) alone shall have the jurisdiction in any matter arising out of or relating to or touching this agreement.

- 36.** The successful bidder (Contractor) shall ensure to wear good uniforms and photo identity cards by the personnel deployed during the time on duty.
- 37.** The successful bidder (Contractor) shall also provide a First-Aid Box for the personnel deployed to be maintained by the bidder at all times during the period of the Contract.
- 38.** If additional manpower is required by the First Party, the same will be provided by the Contractor on the same terms and conditions.



**NATURE AND SCOPE OF WORK**

**A: Providing trained and experienced Staff for Horticulture Work at NITS, Noida:**

- a) Maintenance of all the lawns of NITS including Hostel and Administration Block,
- b) Cutting of Grass,
- c) Plantation of saplings, trees, flower plants, their maintenance and trimming from time to time, changing pots, etc.
- d) Watering plants and grass in the lawns to ensure that greenery is maintained in the NITS premises,
- e) Pest control,
- f) Arrangement of flower vases during the training programme, and
- g) Maintain and enhance beauty of the premises at all times.

**B: Providing trained and experienced Staff for Horticulture Work at CL, Sahibabad:**

- (a) Maintain all the trees, plants, shrubs, hedges and lawn as are existing on the date and these would be made/planted in due course.
- (b) Plants, trees, shrubs etc. by excavation/digging as and when required by the Bureau.
- (c) Prepare and maintain flower beds, seasonal and perennial.
- (d) Prepare and maintain flowers and plant post both indoor and outdoor.
- (e) Cutting of grass in lawns/lawn moving pruning of plants at required intervals and removing the waste at the proper place.
- (f) Regular watering of grass, lawns, trees, plants, shrubs etc. and hoeing and weeding in and around them.
- (g) Spraying of insecticide and fungicide etc. and application/spreading of chemical and manure as and when required/advised.
- (h) For carrying into execution all the above jobs, the contractor shall deploy one Head Mali and four Malies at BIS CL daily for all working days including Saturdays and other occasional labour as and when required.
- (i) That Head Mali in addition to doing the job of Mali shall be incharge of the malies and shall supervise their work and shall be responsible for efficient rendering of the services under the contract. While working at the premises at BIS CL, he shall work under the directives and guidance of Bureau. This will however not diminish in any way, the contractor's responsibility under the contract to the Bureau.

**NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION**

**ENVELOPE 2 : PRICE BID**

**Type of Work: Horticulture Work**

**AT**

- 1. National Institute of Training for Standardization (NITS),  
A-20&21 Institutional Area, Sector 62, NOIDA - 201 301 (U.P.),**
- 2. BIS, Central Laboratory, (CL)  
20/9, Site-IV, Sahibabad Industrial Area, Sahibabad, (U.P.)**

**Tender Reference: TI/G-**

**CONTENTS**

1. Envelope No. 2 shall contain only Price Bid of Tender Document, i.e., the copy of schedule of rates duly filled in and signed by the tenderer/bidder. No commercial or technical condition or qualification of any sort shall be indicated by the tenderer/bidder in this envelope, otherwise the tender shall be summarily rejected.
2. Schedule of Rates to be filled by the tenderer/bidder is as under:

This envelope shall be superscribed

**“Envelope 2 – Price Bid for Contract for Horticulture Work”**

**SCHEDULE OF RATES**

**(To be enclosed with price bid in a separate cover marked “Envelope No. 2”)**

**Type of Work: Horticulture Work For Two Years (twenty four months)**

<b>Sl. No.</b>	<b>Description</b>	<b>No. of Personnel Required</b>	<b>Rate/Wages per Month per Person (in Rs.)</b>	<b>Total Wages per Month (in Rs.)</b>
1.	Head Mali	1		
2.	Malies	9		
	<b>Total</b>	<b>10</b>		

**TENDER TO BE SUBMITTED ON OR BEFORE 4 April 06 (by 1600 h)**

Section Officer (Admn)  
National Institute of Training for Standardization  
A-20&21, Institutional Area,  
Sector – 62,  
NOIDA – 201301(U.P.)

Dear Sir,

Having acquired the requisite information related to the subject work after visiting the sites and examining of the form of contract, nature, quantum of work as affecting the tender invited by you on behalf of the National Institute of Training for Standardization, I/We/the undersigned hereby offer for providing qualified staff as indicated in the Tender Document to undertake Horticulture Work in accordance with conditions specified:

We agree to submit the bill on monthly basis and accept payment accordingly.

We further agree to pay and have enclosed EMD of Rs. 10,000.00 in the form of Demand Draft drawn in favour of Bureau of Indian Standards payable at New Delhi/ NOIDA, which would be adjusted against the performance security deposit and to all statutory deductions in force.

Thanking you,

Yours faithfully,

Name of the Proprietor/ Partner of the Firm

Or

Name of Person having Power of Attorney to sign the Contract

(Copy of the power of Attorney to be submitted, which will be compared with the original in case the Contract is awarded)

**Seal of the firm**

**AGREEMENT**

1. This agreement is made on the ----- between the National Institute of Training for Standardization of Bureau of Indian Standards, having its office at A-20 & 21, Institutional Area, Sector – 62, Noida (hereinafter called as PARTY OF THE FIRST PART ) of the one part and M/s.----- having its office at --- ----- hereinafter called the Contractor of the other part.
2. That, the party of first part desired to take the services of the second part for providing qualified personnel for Horticulture work at the following premises:  
**A. NITS, Noida**  
**B. Central Lab, Sahibabad (CL)**
3. Now it is hereby agreed by and between the parties hereto as follows:
  - i) This agreement is valid for the period commencing from -----to ----- both days inclusive.
  - ii) The Contractor shall relieve the Party of the First Part of all worries about the upkeep and performance of Horticulture work to the satisfaction of Party of the First Part.
  - iii) The Security Supervisor shall supervise and make duty schedule for the Horticulture personnel in consultation with Head of Party of the First Part and maintain as well as produce the record of the same on demand by Party of the First Part at NITS.
  - iv) The Contractor shall render services to Party of the First Part at Noida and CL for its smooth running as may be required from time to time. Detailed description of activities is as follows:

**A: Horticulture Work at NITS, Noida:**

- a) Maintenance of all the lawns of NITS including Hostel and Administration Block,
- b) Cutting of Grass,
- c) Plantation of saplings, trees, flower plants, their maintenance and trimming from time to time, changing pots, etc.
- d) Watering plants and grass in the lawns to ensure that greenery is maintained in the NITS premises,
- e) Pest control,
- f) Arrangement of flower vases during the training programme, and
- g) Maintain and enhance beauty of the premises at all times.

**B: Horticulture Work at CL, Sahibabad:**

- a) Maintain all the trees, plants, shrubs, hedges and lawn as are existing on the date and these would be made/planted in due course.
  - b) Plants, trees, shrubs etc. by excavation/digging as and when required by the Bureau.
  - c) Prepare and maintain flower beds, seasonal and perennial.
  - d) Prepare and maintain flowers and plant post both indoor and outdoor.
  - e) Cutting of grass in lawns/lawn moving pruning of plants at required intervals and removing the waste at the proper place.
  - f) Regular watering of grass, lawns, trees, plants, shrubs etc. and hoeing and weeding in and around them.
  - g) Spraying of insecticide and fungicide etc. and application/spreading of chemical and manure as and when required/advised.
  - h) For carrying into execution all the above jobs, the contractor shall deploy one Head Mali and four Malies at BIS CL daily for all working days including Saturdays and other occasional labour as and when required.
  - i) That Head Mali in addition to doing the job of Mali shall be incharge of the malies and shall supervise their work and shall be responsible for efficient rendering of the services under the contract. While working at the premises at BIS CL, he shall work under the directives and guidance of Bureau. This will however not diminish in any way, the contractor's responsibility under the contract to the Bureau.
4. The antecedents of the personnel to be deployed by the Contractor shall be furnished to the Party of the First Part before they are actually deployed for the job.
  5. The local representative of the Contractor shall be the in-charge of the deployed personnel and shall be responsible for the efficient rendering of the services under Contract. While working at the premises of the Party of the First Part, they shall work under directives and guidance of Head of Party of the First Part and will be answerable to them. This shall however, not diminish in any way, the Contractor's responsibility under the contract with the Party of the First Part.
  6. The local representative of the Contractor shall visit daily and a visit shall also be made weekly by the Contractor's field staff. During the weekly visit, the Contractor/his representative shall also see the officer dealing with services under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in the working.
  7. The Contractor shall undertake to ensure that any replacement of the personnel, as required by the Party of the First Part for any reason specified or otherwise, shall be effected promptly by the Contractor without any additional cost to the Party of the First Part. If the Contractor wishes to replace any of the personnel, the same shall be done with prior concurrence of the Party of the First Part at his own cost.
  8. The personnel deployed by the Contractor shall not misbehave with any staff member of Party of the First Part and shall not enter into any unlawful activities in the premises.

9. The Contractor shall ensure that the personnel deployed by him are disciplined and do not participate in any activity prejudicial to the interest of the Party of the First Part / Govt. of India/or any Union Territory.
10. The Contractor shall be solely responsible for the enforcement of the provisions of various labour and industrial laws, such as minimum wages, compensation, uniform, allowances including prevalent DA, PF, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by him or to any accident caused to them and the Party of the First Part shall not be liable to bear any expenses in this regard. The Contractor shall make payment of minimum wages including prevalent DA to workers engaged by him on or before 7th of every succeeding month irrespective of delay in settlement of his bill by the Party of the First Part for whatever reason and/or labour legislation due to his failures to observe and comply with the same.
11. The Contractor shall undertake to ensure that deployed staff appointed by him are fully loyal and assist the Party of the First Part during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immoveable to the entire satisfaction of the Party of the First Part.
12. In case of any loss that might be caused to the Party of the First Part due to lapse on the part of the deployed personnel in discharging their responsibilities shall be borne by the Contractor and in this connection, the Party of the First Part shall have the right to recover the amount of such loss besides imposition of penalty. In case of frequent lapses on the part of the deployed personnel by the Contractor, the Party of the First Part shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
13. In the event of deployed personnel being on leave/absent, the Contractor shall ensure suitable alternative arrangements. To meet such eventualities, the Contractor shall make provision for leave reserve.
14. TDS and any other taxes as applicable from time to time shall be recovered by Party of the First Part from the bills submitted by the Contractor. Any change in the rate of TDS shall be to the Contractor's account.
15. The Contractor shall be solely liable for all payment/dues of the workers employed and deployed by him. In the event, Party of the First Part makes any payment or incurs any liability, the Contractor shall indemnify the Party of the First Part completely.
16. The receipt of amount deposited by the Contractor with PF authorities and ESI for each staff deployed in the premises of the Party of the First Part shall be submitted along with the bill for the succeeding month for each employee.
17. Daily attendance of each staff shall be maintained by the Contractor. Each worker and supervisor will mark his attendance by initialing the time of arrival and departure in the attendance register. Attendance records shall be produced before the Department In charge of the Party of the First Part for checking every day.

18. The Contractor shall be wholly responsible for theft, burglary, fire or any other mischief done by his staff.
19. Any claim arising on account of damage, compensation or expenses payable in consequences of any accident or injury sustained by workman of Contractor or any other person, whether in the employment of the Contractor or not; while in or upon the said works or site of the same, the Party of the First Part shall not be bound to entertain any claim or such claim brought under the Workman's Compensation Act.
20. Responsibilities of the PARTY OF THE FIRST PART

- a) The Party of the First Part agrees to pay the Contractor every month a sum as per the agreed rates (as per minimum wages act) and for the deployed staff enclosed with the letter of award of contract including service charge, service tax, PF, EPF, ESI ( DA rates shall be subject to revision as notified by the State Govt. from time to time) subject to deduction of taxes at source at the prescribed rates.

Sl. No.	Description	No. of Personnel	
		NITS	CL
1.	Head MaLI	-	1
2.	Malies	5	4
	<b>Total</b>	<b>5</b>	<b>5</b>

- b) The Party of the First Part reserves the right to terminate the contract without assigning any reason by giving 15 days notice any time during the contractual period.

21. Responsibilities of the Contractor:

- a) The Contractor shall employ the personnel as mentioned at 22 a) above for eight hours on all 365 days at NITS and from Monday to Saturday at Central Lab.
- b) The Contractor shall relieve the Party of the First Part of all worries about the upkeep and satisfactory performance of horticulture service to the entire satisfaction of the Party of the First Part. Party of the First Part shall have the right to entrust/assign this job to any other party, as deemed fit, at the risk and cost of the Contractor.
- c) The Contractor shall be responsible for ensuring the compliance to all the statutory and labour laws in respect of labour/staff employed for providing the said services. Party of the First Part shall not be responsible for any claim arising out of the above in respect of personnel deployed by the Contractor.
- d) The Contractor shall at its own expense arrange for safety provisions for the personnel employed by him and shall be fully responsible for safety and compliance to statutory laws.
- e) The Contractor shall indemnify the Party of the First Part against any liability, loss, claim or proceedings whatsoever arising under statute and/or about legislation due to failure on the part of the personnel deployed by the Contractor.

- f) The Contractor shall ensure that the personnel deployed maintain proper discipline and do not indulge in any activity prejudicial to the interest of the party of the first part. The Contractor shall ensure that no damage or loss to any property of Party of the First Part caused by his personnel intentionally or otherwise. In case of any damage or loss caused by his personnel the Party of the First Part shall be within its rights to deduct/recover an appropriate amount from the payment due to the Contractor. The performance security deposit, if deemed fit by the Party of the First Part shall be forfeited to make up the loss.
  - g) The Contractor shall ensure that personnel deployed in Party of the First Part shall follow the dress code according to their job.
  - h) The Contractor shall be fully responsible for the various items handed over to the stores in the Hostel's Building for its up-keepment, accounting, and protection from damage and its record shall be produced to Party of the First Part on demand.
  - i) If the Contractor fails to maintain required number of qualified manpower, the Contractor shall be liable to pay penalty to Party of the First Part at double the notified rates in force for the category of personnel concerned.
22. The Contractor shall deposit an amount of Rs. \_\_\_\_\_ towards performance security in the form of Demand Draft drawn in favour of Bureau of Indian Standards payable at Noida/New Delhi, which shall be refunded to the Contractor within one month after the expiry of the contract for which no interest shall be paid.
  23. The tools, tackles provided by Party of the First Part , if any, shall be maintained in working condition all the time and shall be returned to Party of the First Part after the contract is terminated/over.
  24. In the event of any dispute(s), the decision of the Head of NITS , Noida shall be final and binding on the Contractor.
  25. The courts at Noida/Ghaziabad(U.P.) (as per jurisdiction) alone shall have the jurisdiction in any matter arising out of or relating to or touching this Agreement.
  26. The successful bidder(Contractor) shall also provide a First-Aid Box for the personnel deployed to be maintained by the bidder at all time during the period of Contract.
  27. The Tender Document as a whole shall also be part of this Agreement.
  28. The successful bidder (Contractor) shall ensure to bear good uniforms and photo identity cards by the personnel deployed during the duty time.
  29. Grass, hey etc. generated as a result of gardening operations in horticulture work shall be taken out weekly by the personnel deployed, as a part of their routine gardening operation.



30. If additional manpower is required by the First Party, the same will be provided by the Contractor on the same terms and conditions.
31. The parties to the agreement set out hands on the day mentioned above in the presence of the following witnesses.

Signed on behalf of the PARTY OF THE FIRST PART	Signed on behalf of the Company
NITS , BUREAU OF INDIAN STANDARDS, NOIDA	

Witness:

- |    |    |
|----|----|
| 1. | 1. |
| 2. | 2. |