

# TENDER DOCUMENT

FOR

HORTICULTURE WORK

CENTRAL LABORATORY  
BUREAU OF INDIAN STANDARDS  
PLOT NO.20/9, SITE IV,  
SAHIBABAD INDUSTRIAL AREA  
SAHIBABAD-201010.

TEL: 0120-4177103/117/118

FAX: 0120-4177103/2776663

**Price: Rs.200.00**

(Those who download the tender document from  
Website should enclose a DD for **Rs.200.00**  
Towards cost of tender)

## APPLICATION LETTER(Specimen)

To,  
The Head & Director (Admn)  
Bureau of Indian Standards,  
Central Laboratory,  
20/9, Site-IV, Industrial Area,  
Sahibabad-201010  
Distt. Ghaziabad (UP)

Subject: Tender for HORTICULTURE WORK at CL,BIS Sahibabad.

Dear Sir,

In response to your tender inviting notice for the above mentioned contract, I/We, a Company/Partnership/Sole Proprietor submit the tender with following particulars:

Sl. No..	Description	Particulars
1	Constitution & Nature of Firm (State whether sole proprietor/partnership firm/limited company)	
2	Year of Establishment	
3	Registration Number under applicable act with a copy of registration certificate	
4	Registered Postal Address	
5	Telephone No. Fax No. Mobile No.	
6	Address of Branches	
7	Name and address of Directors, in case of Company Name and address of Sole proprietor Name and address of partners; in case of partnership firm	
8	(a) Name of Bankers & Branch with full address (b) Style of Account & Number (c) Name(s) of person(s) operating the account (enclose banker's certificate)	
9	PF Code allotted by PF Commissioner NCT of Delhi with photo copy of certificate	

Having acquired the requisite information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as effecting the tender invited by on behalf of the Bureau of Indian Standards Central Laboratory, Sahibabad I/We, the undersigned hereby offer for providing qualified staff as indicated in the Tender Document to **HORTICULTURE WORK strictly in** accordance with the terms and conditions as indicated by you in the said documents.

We also agree to submit the bill on monthly basis and accept the payment to the workers as per the Minimum wages declared by the Government of NCT of Delhi from time to time. I/We also agree for the compliance of applicable Labour and other Laws in force and other Govt. orders. All workers engaged by me/us would be suitably compensated by me/us complying with Minimum Wages act. All other payment like payments under Workmen Compensation Act etc. shall be borne and payable by me/us. I/We will always keep the Bureau indemnified of any claim/damages that BIS Central Laboratory have to pay with respect to the service and the deputation of any workers to the Bureau.

The Bureau reserves the right to reject any or all the TENDERS or accept them in part or to reject the lowest quotations without assigning any reasons. The Bureau further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

I/We further pay and have enclosed Earnest Money amounting to Rs. 20,000/- (twenty thousand only) and tender fee Rs.200/- (Rupees TWO hundred only) in the form of Demand Draft/Pay Order drawn in favour of Bureau of Indian Standards payable at Delhi/Ghaziabad along with the Technical Bid which will remain with BIS upto final award of contract. However, no interest shall be payable on Earnest money. Earnest money of successful bidder shall be refunded only against the submission of Security Deposit .

Thanking you,

Yours faithfully,

(Name)

Signature

Signed as proprietor/partner/Director who holds power of Attorney on behalf of firm

Name of Firm

Address

**Copy of the Power of Attorney to be submitted which will be compared with the original in case the tender is awarded)**

**CENTRAL LABORATORY  
BUREAU OF INDIAN STANDARDS  
PLOT NO.20/9, SITE IV,  
SAHIBABAD INDUSTRIAL AREA  
SAHIBABAD-201010.**

TEL: 0120-4177103/117/118  
FAX: 0120-2776663/4177103

Our Ref : CL/Admn/Hort.-23 (09-10)

**.7.2009**

**TENDER NOTICE  
FOR  
HORTICULTURE WORK**

BUREAU OF INDIAN STANDARDS, CENTRAL LABORATORY invites sealed tenders under two-bid system from reputed and experienced agencies for HORTICULTURE WORK at the above address.

The interested agencies are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing “ Technical Bid” and Sealed Cover-II containing “ Financial Bid” should be placed in a third sealed cover super scribed “**Tender for HORTICULTURE WORK ”** and should reach to CL by 1600 hrs on or before **25<sup>th</sup> August, 2009**. The technical bids shall be opened on the same day at 16:30 hrs at CL.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be purchased from CL on any working day between 1000 and 1730 hrs on payment of Rs.200.00 only or can be downloaded from BIS website. Those who download the tender document from website should enclose an additional DD for Rs.200.00 along with their tender bid in the Cover-I “Technical Bid”. **The bid security (EMD) of Rs.20,000.00 (Rupees Twenty Thousand only) should be paid by acceptable mode of payment as prescribed in the NIT in favour of BUREAU OF INDIAN STANDARDS payable at Delhi/Sahibabad/Ghaziabad.**

**The criterion of selection as well as rejection is defined in Annexure –‘A’ of the tender document.**

The bid shall remain valid for 90 days from the date of opening of Technical bid. Any future clarification and /or corrigendum(s) shall be communicated through tender section on the BIS website [www.bis.org.in](http://www.bis.org.in).

Note: This notice is a part of Tender Document.

**Head (CL)**

## **TENDER DOCUMENT**

**Sub : TENDERS FOR HORTICULTURE WORK at BIS CENTRAL LABORATORY 20/9, Site-IV, Industrial Area, Sahibabad-201010, Distt. Ghaziabad**

### **ENVELOPE-1 : TECHNICAL BID (In separate sealed Cover-I super scribed as Technical Bid)**

**Name of the work :** Contract for HORTICULTURE WORK at CL,BIS Sahibabad

### **CONTENTS AND ELIGIBILITY CRITERIA**

#### **Technical Bid of Tender Document:**

1. The Tenderer/Bidder shall have at least 02 years experience in these fields and shall submit the **self attested copies** of the following documents along with the tender documents:
  - a) PF Registration with PF code number.
  - b) ESI Registration
  - c) Valid Licence issued in respect of previous employers by Regional Labour Commissioner (i.e. **Govt. of NCT of Delhi**).
  - d) Details of works of similar nature carried out in Central/State Govt. bodies/Department/PSUs/Autonomous bodies/industries/factories/or other similar organization. in the last 3 years ending on 31 March .
  - e) Copies of balance sheet and Profit & Loss A/c of previous three financial years ending 31 March 2009 duly certified by CA.
  - f) **List of Arbitration cases (if any )**
  - g) Copies of certificates/allotment letter of **Service Tax and PAN** Number.
  - h) Details of managerial, supervisory and other staff
  - i) Undertaking of the agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment at CL, Sahibabad .
  - j) Copy of Last income tax return.
2. Certificates provided for the works detailed in 1d) above shall clearly indicate the scope and nature of work undertaken and the value of various components of work as executed, in order to confirm conformity to the defined similar works.

3. **The scope of work under this contract is given in Annex-I.**
4. Tenderer/bidder shall submit details of organizations, where they have undertaken such similar services as per **Annex-II.**
5. Tenderer/bidder shall submit details as per **Annex-III [Check-list]** along with Technical Bid.
6. General Terms and Conditions of the Contract to be fulfilled by the Tenderer/Bidder are given in **Annex-IV** and the bidder shall submit it with technical Bid duly signed on each page in lieu of agreeing to them .
7. The bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, as per law with valid registration on the last date of submission of the bid.
8. The bidder should have an office in the NCT of Delhi.
9. There should be no case pending with the police against the proprietor/firm/partner or the company (Agency). **The firm should give such an undertaking with their bid.**
10. The bidder shall pay Bid Security (EMD) of Rs.20000.00 (Rupees twenty thousand only) along with the technical bid by acceptable mode of payment as prescribed in the NIT in favour of BUREAU OF INDIAN STANDARDS drawn on any commercial bank and payable at Ghaziabad/New Delhi. **Bids received without Earnest Money deposit (EMD) shall stand rejected** and thus shall not be considered for evaluation at any stage. The bid security without interest shall be returned to the unsuccessful bidders after finalization of contract.
11. The EMD deposited by successful agency will be refunded only after submission of Security deposit. If he wants to get adjusted the amount of EMD towards the SD, then he has to deposit the difference amount. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of letter of award of work, his bid security shall be forfeited unless time extension has been granted by CL.
12. The bid shall be valid and open for acceptance of the Competent Authority of CL for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.
13. An agreement shall be signed with the successful bidder as per specimen enclosed.

14. Counter Terms & conditions will not be accepted as also any additions/deletions or change in our format will not be allowed.
15. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
16. The sealed tender should be dropped in the Tender Box kept in the Administration Section of Central Laboratory, BIS, Sahibabad.
17. Tenders received late(including postal delay)/in open condition/without EMD/not meeting the tender condition/incomplete in any respect are liable to be rejected.
18. Bidders are advised to study carefully the tender documents and the conditions before quoting their bid. All the pages of the tender form should be signed by the bidder as a token of acceptance.
19. The rates should be indicated both in words and figures . In case of discrepancy between the figure(number) and words, the rates given in the words only will be taken as authenticate and no further clarification will be sought from the bidder.
20. No party shall be permitted to tender for work in the CL, BIS in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BIS or in the State or Central Government. Any violation of this condition which comes to the Notice of the CL,BIS after the contract is awarded will entitle the BIS to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BIS on account thereof.
21. The Earnest Money is liable for forfeiture in the event of : (a) withdrawal of offer during the validity period of the offer, (b) Non-acceptance of orders when placed, or (c) Non-confirmation of acceptance of orders within the stipulated time after placement of offer., (d) Any unilateral revision made by the bidder during the validity period of the offer.
22. The Service Tax, if any, paid by the contractor for this contract will be reimbursed upon production of proof of payment along with monthly bills.

**Declaration by the Tenderer:**

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

Encls: 1. DD/Pay Order No.....

2. Terms & conditions **(each page must be signed and stamped with the seal)**

3. Financial Bid.

(Signature of Tenderer with seal)

Name:

Seal:

Address:

Date:

Phone No ( O):

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



## **ANNEX-I**

### **SCOPE OF WORK**

Details of Work required to be undertaken under this contract at  
CENTRAL LAB, SAHIBABAD

**Note: Before quoting the rates, the Contractors should inspect the office premise of CL, BIS for estimation and should note that all consumables for Horticulture work will be provided by the CL, BIS on monthly basis.**

#### **HORTICULTURE WORK:**

The purpose of horticulture work is that the whole office premise (CL, BIS) must look rich with lush green lawns and parks and beautiful flowers so as to provide an excellent ambience of work-environment and at the same time makes the office premises environmental friendly and to make a good impression on the visitors and public who visit here for various purposes. The contractor has to undertake all such jobs/activities required to maintain the office premises in a presentable condition and in above mentioned spirit at all the time whether such activities are elaborated hereunder or not. While undertaking this work, the contractor will develop the parks and lawns at the open space at the backyard of office premises in consultation with the designated officer and then simultaneously maintain all the existing as well as the developed lawns/parks. He will also develop a nursery for seasonal and perennial type of flowers and plants. He will maintain flower pots in the room(s) of senior officers in consultation with designated officer and ensure that the flowers and plants in those pots do not die or suffer in any manner and that he will change them periodically for their good maintenance. He will also arrange to keep flower pots with seasonal/perennial flowers on the desks of identified officers on all working days. He will also ensure that due to closure of office on weekend days the plants and flowers in the pots kept in the officers' room do not suffer in any way. The other normal job in this regard would be:

- (A) To maintain all the trees, plants, shrubs, hedges and lawn as are existing on the date of start of contract and any other lawn/park/plants developed thereafter.
- (B) To plant trees, shrubs etc by excavation/digging as and when required in the interest of the beautiful maintenance of the ambience/park/lawn of CL, BIS.
- (C) To prepare and maintain flower beds, seasonal and perennial both.

- (D) To prepare and maintain flowers and plant pots with flowers and plants both indoor and outdoor at designated places to be decided in consultation with the designated officer.
- (E) Cutting of grass in lawns, pruning of plants at required intervals and removing the waste to the proper place.
- (F) Regular watering of grass, lawns, trees, plants, shrubs etc. and hoeing and weeding in and around them.
- (G) Spraying of insecticide and fungicide application/spreading of chemical and manure as and when required/advised.
- (H) Any other job which is required to make the campus from Horticulture point of view beautiful with lush green environment.
- (I) The gardeners should demonstrate own initiative for horticultural up gradation of BIS CL premises. Seasonal plan(s) for the same should be prepared and submitted to the designated officer.

NOTE: For carrying out these functions, the contractor **shall deploy ONE Head Mali and FIVE malies at CL, BIS daily from Monday to Saturday** and on other occasion as and when required. The Head Mali and malies (gardeners) should be experienced and qualified. The head mali should preferably have at least a certificate in horticultural knowledge from a recognized institute. **In the event of finding the office premise not in the above mentioned spirit, penalty upto 20% of the total amount of monthly bill will be imposed for the concerned month. Non-performers would be removed and replaced by competent gardeners within two working days** by the contractor.

## **ANNEX-II**

Details of other organizations where such contracts undertaken during last three years  
**(enclose supporting documents).**

Proforma containing details of other organization where such or similar contracts were undertaken.

Sl.No.	Name & Address of the organization, contact No	No. of personnel supplied	Period of contract	Whether Govt/semi Govt/Autonomous bodies/PSUs/Industries etc. <b><u>(pl specify)</u></b>	Amount of contract	Reason for termination (if currently not valid)
1.						
2.						
3						

This information to be given in “Envelope No. 1 Technical Bid for Annual Contract for  
**HORTICULTURE WORK.**

**ANNEXURE-III**

**CHECK-LIST (TECHNICAL BID)**  
**SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

Sl.No.	Description of requirement	Yes/No	Page No
1.	The firm is registered with the Regional <b>labour Commissioner( Govt. Of NCT of Delhi)</b> under provisions of contract labour Act and its validity date	Yes/No	
2.	Copies of <b>Balance Sheet and P&amp;L A/c</b> for the last 3 years duly certified by CA	Yes/No	
3.	Registration certificate of <b>provident fund commissioner</b> enclosed PF registration code allotted by the Regional Provident Fund Commissioner, Govt. of NCT of Delhi.	Yes/No	
4.	Copy of Registration certificate/allotment letter of <b>service tax</b> number	Yes/No	
5	Copy of Registration certificate/allotment letter <b>PAN</b> from Income Tax Department	Yes/No	
6.	Registration certificate of <b>ESI</b> enclosed	Yes/No	
7.	Proforma containing details of other organization where such contracts were/are undertaken (attach supportive documents)	Yes/No	
8.	DD of Rs.20000/- as EMD	Yes/No	
9.	Price bid proforma completed & sealed in separate envelope	Yes/No	
10.	List of Arbitration cases (if applicable) <b><u>Do not leave it blank. If there are no such cases, write "Not Applicable".</u></b>	Yes/No/Not applicable	
11.	<b>Undertaking of the agency</b> confirming the availability of adequate manpower of requisite qualification and experience for deployment at CL.	Yes/No	
12.	<b>Acceptance of terms and conditions</b> attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.	Yes/No	
13.	<b>Copy of last income tax return</b>	Yes/No	
14.	<b>Undertaking by the bidder</b> to the effect that there is no police case pending against the proprietor/firm/parties relating to previous service contracts.	Yes/No	
15.	Office address in NCT of Delhi.	Yes/No	
16.	At least two currently valid contracts for similar work	Yes/No	

Declaration by the Tenderer:

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

Encls: 1. DD/Pay Order No.....

4. Terms & conditions (each page must be signed and sealed)
5. Financial Bid.

(Signature of Tenderer with seal)

Name:

Seal:

Office Address:

Phone No ( O):

Date:

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

(To be made on Rs.50.00 Non Judicial Stamp Paper)

### **DRAFT AGREEMENT**

This Agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ Two thousand nine between Central Laboratory, Bureau of Indian Standards, Sahibabad, as one part, hereinafter called CL and M/s \_\_\_\_\_ Agency for HORTICULTURE WORK on the other part.

WHEREAS the CL is desirous to engage the Agency for providing HORTICULTURE WORK at Central Laboratory at Sahibabad on the terms and conditions stated below:

1. The agency shall be solely responsible for compliance to provisions of various labour. Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc relating to contract personnel deployed in CL. The CL shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at CL. The CL shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving two month's notice on either side.
5. In case of non-compliance with the contract, the Bureau reserves its right to:
  - a) Cancel/revoke the contract, and /or
  - b) Impose penalty upto 10% of the total annual value of contract.
6. Security deposit equal to 10% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of pay order/demand draft /FDR/or bank guarantee from a commercial bank shall be furnished at the time of signing of the Agreement.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in CL.
8. The personnel provided by the Agency will not claim to become the employees of CL (BIS) and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in CL.
9. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the Statutory wages revised by the Govt.
10. The agency also agrees to comply with **annexed Terms and Conditions** and amendments thereto from time to time.
11. Decision of BIS in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.
12. In case of any dispute between the Agency and CL, CL shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Distt. Ghaziabad/Delhi.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Sahibabad in the presence of the witness:

**Central Laboratory, Bureau of Indian Standards**

Witness: 1.

2.

**AGENCY**

Witness: 1.

2.

**TERMS AND CONDITIONS OF CONTRACT FOR HORTICULTURE WORK**  
**(Annexure to Agreement)**

**A. SCOPE OF WORK:** HORTICULTURE WORK at Central Laboratory, Plot No.20/9, Site IV, Sahibabad Industrial Area, Sahibabad, Distt. Ghaziabad by deploying required number of contract personnel.

**B. TERMS & CONDITIONS:**

1. The said contract will be initially for a period of one year commencing from the date of signing the contract which may be extended further for a maximum period of one year with same terms & conditions subject to mutual consent of both the parties and subject to satisfactory performance of contract. However, in normal circumstances the Agreement is terminable by giving two month notice in writing by either party to the agreement.
2. The Contracting Agency shall render the following services to BIS, CL:

**HORTICULTURE WORK:**

**The purpose of horticulture work is that the whole office premise (CL, BIS) must look rich with lush green lawns and parks and beautiful flowers so as to provide an excellent ambience of work-environment and at the same time makes the office premises environmental friendly and to make a good impression on the visitors and public who visit here for various purposes. The contractor has to undertake all such jobs/activities required to maintain the office premises in a presentable condition and in above mentioned spirit at all the time whether such activities are elaborated hereunder or not.** While undertaking this work, the contractor will develop the parks and lawns at the open space at the backyard of office premises in consultation with the designated officer and then simultaneously maintain all the existing as well as the developed lawns/parks. He will also develop a nursery for seasonal and perennial type of flowers and plants. He will maintain flower pots in the room(s) of senior officers in consultation with designated officer and ensure that the flowers and plants in those pots do not die or suffer in any manner and that he will change them periodically for their good maintenance. He will also arrange to keep flower pots with seasonal/perennial flowers on the desks of identified officers on all working days. He will also ensure that due to closure of office on weekend days the plants and flowers in the pots kept in the officers' room do not suffer in any way. The other normal job in this regard would be:

- (A) To maintain all the trees, plants, shrubs, hedges and lawn as are existing on the date of start of contract and any other lawn/park/plants developed thereafter.
- (B) To plant trees, shrubs etc by excavation/digging as and when required in the interest of the beautiful maintenance of the ambience/park/lawn of CL, BIS.
- (C) To prepare and maintain flower beds, seasonal and perennial both.
- (D) To prepare and maintain flowers and plant pots with flowers and plants both indoor and outdoor at designated places to be decided in consultation with the designated officer.
- (E) Cutting of grass in lawns, pruning of plants at required intervals and removing the waste to the proper place.
- (F) Regular watering of grass, lawns, trees, plants, shrubs etc. and hoeing and weeding in and around them.
- (G) Spraying of insecticide and fungicide application/spreading of chemical and manure as and when required/advised.
- (H) Any other job which is required to make the campus from Horticulture point of view beautiful with lush green environment.
- (I) The gardeners should demonstrate own initiative for horticultural up gradation of BIS CL premises. Seasonal plan(s) for the same should be prepared and submitted to the designated officer.

NOTE: **(i)** For carrying out these functions, the contractor **shall deploy ONE Head Mali and FIVE malies at CL, BIS daily from Monday to Saturday** and on other occasion as and when required. **(ii)** The Head Mali and malies (gardeners) should be experienced and qualified. The head mali should preferably have at least a certificate in horticultural knowledge from a recognized institute. **(iii)** **In the event of finding the office premise not in the above mentioned spirit, penalty upto 20% of the total amount of monthly bill will be imposed for the concerned month.** **(iv)** Head Mali will be responsible for getting these work done , he will supervise the work and interact with the designated officer for mutual feedback. This will however, not diminish in any way, the contractor's responsibility under the contract to the CL, BIS. The contractor shall visit CL every week for the purpose of overseeing the work of personnel deployed by him. During the visits to CL, BIS, he shall invariably see the officer dealing with the services under the contract awarded to him, for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any observed in their working. **Non-performers would be removed and replaced by competent gardeners within two working days** by the contractor. **(v)** In the event of personnel being absent or on leave , the contractor shall ensure suitable alternate arrangement to make up for such absence. To avoid dislocation of work due to absence of personnel, the contractor shall make provision for leave reserve. However, deduction at double the agreed rates per day per person for each absence shall be made from the monthly bill submitted by the contractor, if substitute is not provided. **(vi)** If the services are found satisfactory, the contract may be renewed for another one year as agreed upon by both the parties within the frame work of BIS rules and regulations applicable at that time. If the contract is renewed



beyond one year, it shall be subject to any statutory increase in the minimum wage notified by the Govt. of NCT of Delhi from time to time.

- (vii). The contractor will deploy well trained personnel in the respective fields of work to be performed under the contract From 8:30 AM to 5:00 PM from Monday to Saturday.
  - (viii). The contractor shall not deploy or shall discontinue to deploy any person at the Bureau premises, if so desire by the Bureau, at any time without assigning any reason whatsoever. The full particulars of the personnel including their names and addresses, Voter IDs, PAN etc. deployed by him shall be furnished to the Bureau. Police Verification report of the personnel employed by the contractor will also be submitted by the contractor to this office.
  - (ix). The Contractor will provide the required services six days a week throughout the year. Holiday, if any, will be observed with prior approval of the Bureau under emergent circumstances. The services will be provided on Sunday also without extra charges if so required by the Bureau.
3. The working hours for the personnel of the contractor for this contract purpose will be as under :
- From 8:30 AM to 5:00 PM from Monday to Saturday. They may also be called on Sundays as and when required without any extra payment. They may also be asked to remain in office beyond 5:00 PM also on occasional demands.
- 4. The personnel deployed shall be healthy, active and not more than 45 years of age. Nobody shall have any communicable diseases.
  - 5. The personnel deployed shall be smartly dressed in proper uniform and always with Identity Card. The agency shall provide fully trained and disciplined personnel.
  - 6. The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, 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. The Contractor shall pay the wages to the security personnel on or before the 7th of every succeeding month, irrespective of delay in payment of Bill by the Bureau for whatever reason. Wages payable shall not be less than the minimum wages payment as declared by the Govt. of NCT of Delhi from time to time; The contractor shall also quote his rate of profit ( service charges) in addition to the wages to be paid to his workers. 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 CL. The manpower agency shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications.

- a) The payment of wages Act 1936
- b) The Employees Provident Fund Act, 1952
- c) The Factory Act, 1948
- d) The Contract Labour (Regulation) Act, 1970
- e) The Payment of Bonus Act, 1965
- f) The Payment of Gratuity Act, 1972
- g) The Employees State Insurance Act, 1948
- h) The Employment of Children Act, 1938
- i) The Motor Vehicle Act, 1988
- j) The Minimum Wages Act, 1948

7. The personnel will be screened by the contractor after police verification regarding their antecedent, character and conduct; and a copy of the reports shall also be submitted to BIS.

8. Replacement of personnel as required by the Bureau will be effected promptly by the Contractor; if the contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the Bureau. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the Bureau along with testimonials before they are actually deployed for the job.

9. In case of any loss that might be caused to the Bureau due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, the such loss shall be compensated by the contracting Agency and in this connection, the Bureau shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the Bureau besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, the Bureau shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

10. If case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.

11. That Contractor's authorized representative( Owner/Director/Partner/Manager) shall personally contact Head of the BIS Central laboratory or the office in charge of Administration at BIS,CL at least once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient

12. In the event of contract personnel being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for `leave` reserve; Failure on this account shall attract penalty double the wages payable to the Contractor for such absence.
13. The successful bidder would have to deposit an amount of 10% of Annual contract of value towards security deposit through Demand Draft/pay order/FDR/Bank Guarantee from a commercial bank in favour of BIS which would remain with BIS during the contract period and no interest shall be payable on the Security Deposit amount.
14. The contractor shall arrange to maintain the daily shift-wise attendance record of the contract personnel deployed by him showing their arrival and departure time. This attendance record to be submitted every week to BIS with an attested photo-copy of the attendance record of the personnel to which it pertains. The attendance record shall be produced for verification on demand by the Bureau at any other point of time.
15. If at any point of time, it come to the notice of the Bureau that the contract personnel deployed are different from the list provided (with attested photographs), Bureau will be well within its right to impose penalty not exceeding five times the wages payable to the contractor for each such personnel identified .
16. The contract personnel deployed by the contractor shall have the required qualification. In case of non-compliance/non-performance of the services according to the terms of the contract, the Bureau shall be at liberty to make suitable deductions (ranging from 2% to 10%) from the bill without prejudice to its right under other provisions of the contract.
17. The contractor shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the Bureau. In the event, Bureau makes any payment or incurs any liability, the contractor shall indemnify the Bureau completely;
18. In case of any dispute arising out of this agreement then DG BIS/DDGL, CL, BIS shall nominate any officer of the BIS a sole arbitrator to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration Act shall be applicable.
19. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, Ghaziabad or Delhi Court will have the jurisdiction to settle and decide all the disputes.

20. Income Tax TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.
21. As and when the Bureau requires additional contract personnel on temporary or emergency basis, the contractor will depute such personnel in accordance with pro-rata rates. For the same, a notice of two days will be given by the Bureau.
22. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
23. In case the CL, BIS suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the CL, BIS reserves the right to terminate the contract without assigning any reasons.
24. Personnel engaged on day-to-day works should not be utilized for carrying out the occasional work for which contractor has to engage extra personnel.
25. The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-compilation of any such provision/rule.
26. 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 CL, BIS 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, (f) OT register etc.
27. The above records and the following returns filed by the contractor have to be produced to the Admn. Department of CL, BIS on demand and original/photocopies of these records should be handed over after completion of the contract.
  - (a) Return in form 5, 10 & 12 A which is submitted monthly under the provisions of the Employees' Provident Funds & MP Act, 1952.
  - (b) Summary of contribution (form 5) under sec. 44 Regulation 25 of the ESI Act, 1948. also the return filed under sec. 44, Regulation 26 of the said act along with the monthly return.
  - (c) Half yearly return in form XXIV under Rule 82(1) of the Contract Labour (R&A) Act, 1970.
  - (d) Annual return filed in form 3A/6A under the Employee's Provident Funds & MP Act, 1952.
  - (e) Annual Return in form III Rule 21(4 A) of the Minimum Wages Act, 1948
  - (f) Any other applicable return.

- 28 The contractor should obtain a Licence from Central Labour Commissioner to engage the Contract labour/personnel as per Contract Labour Act within a period of one month from the date of award of contract by the CL, BIS.
- 29 The contractor shall ensure that the payment of wages to his workmen deployed for carrying out his contractual obligations shall not be less than the minimum wages prescribed by State/Govt. of NCT of Delhi and such minimum shall be the higher between the State and Govt. of NCT of Delhi notified minimum wages, from time to time, as applicable during the contract period.
- 30 The contractor should ensure payment of wages to his workmen on or before 7<sup>th</sup> of every succeeding month. The payment of wages will be made in the presence of an authorized representative of CL, BIS at a place and time notified for the purpose.
31. The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum wages Act.
32. The Contractor should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.
33. The CL, BIS reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues.
34. The contractor must get police verification of all his personnel employed at CL, BIS and submit the report to this office along with voter IDs, and other valid proof of residence and qualifications . The Contractor has to submit the attested photocopies of his voter ID, PAN, residential address, educational qualifications etc. He should also give the list of his sons and relatives who are working in this office as sub-contractors or the labourers. If there is no such thing, the contractor has to give an undertaking to this effect.
35. If any of the personnel of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel who indulges in such type of activities , should not be further employed in this office by the contractor in any case.
36. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the CL, BIS will be considered applicable at the time of any dispute/following any statutory rules.

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

**The criterion of selection as well as rejection .**

1. CL reserves the right to accept or reject any or all bids without assigning any reasons
2. CL also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
3. The contractor will demonstrate to the Bureau the following to be able to qualify for consideration at the stage of technical evaluation :
  - (1.) At least two years standing in the field
  - (2.) Experience of providing such or similar services to the Central/State Govt. Departments/Autonomous bodies/PSUs/Industries etc. during last 3 years.
  - (3.) At least two currently valid contracts for similar works to offices of Central/State Govt. Department/PSUs/Autonomous bodies/industries/or other similar organizations.
  - (4.) Submission of EMD and all documents mentioned in check-list (Annexure-III).
  - (5.) Submission of Rs. 200/- towards the cost of tender document.

Note : Without affecting the sanctity of the above criterion , CL BIS has power to relax any condition of eligibility criteria qualifying the bid(s) based on merit of each case and if, the situation so warrants in the interest of work of CL, BIS.

4. Incomplete tenders would be rejected. **Further, the rejection criterion is mentioned in Annexure-III [check-list] .**

5. Preference may be given to the contractor(s) having valid Quality System Certificate as per ISO 9001:2000, in case of same rates. The firms whose services have not been found satisfactory in the past or who have been black listed from this office will not be considered even at the first stage(i.e. their technical bid will not be opened).

6. Selection of the bidder would be made after taking all the relevant factors like past performance, credentials, responsible business practices, competency to execute such contracts, credentials of fulfillment of provisions of labour laws with past contracts and above conditions into account together. Mere Lowest rates is not the sole criteria of selection. Central Laboratory, BIS , Sahibabad is not bound to accept the lowest rates.

HEAD[CL]  
CENTRAL LABORATORY, BIS, SAHIBABAD

## **ENVELOPE- 2: PRICE BID**

**Sub: ANNUAL CONTRACT FOR HORTICULTURE WORK**

### **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. Any commercial or technical condition or qualification of any sort shall not be indicated by the tenderer/bidder in this envelope, otherwise the tender shall be summarily rejected.
2. The format for providing Schedule of Rates to be filled by the tenderer/bidder is enclosed. This envelope shall be Superscribed "Envelope -2 Price bid-ANNUAL CONTRACT FOR HORTICULTURE WORK

## SCHEDULE OF RATES (PRICE BID)

(To be enclosed with price bid in a separate cover marked “Envelope 2”)

Name of the work: Contract for HORTICULTURE WORK at CL, Sahibabad

Sl. No	Description	Rate/Wages per month per person in Rs. *	PF *	ESI *	Service Tax	Any other charges	<b><u>Contractor's profit</u></b> (service charge)	Total per person
1	Skilled gardener <b><u>(Supervisor for Horticulture Work)</u></b>							
2.	Skilled gardeners(for Horticulture )							

\* Enclose copy of govt of NCT of Delhi's orders for rates of minimum wages, PF and ESI as applicable

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