



भारतीय मानक ब्यूरो
केन्द्रीय प्रयोगशाला
BUREAU OF INDIAN STANDARDS
Central Laboratory



प्लॉट नं० 20/9, साईट-IV, साहिबाबाद औद्योगिक क्षेत्र,
साहिबाबाद-201010, जिला गाजियाबाद (उ० प्र०)

Plot No. 20/9, Site IV, Sahibabad Industrial Area,
Sahibabad-201010, Distt. Ghaziabad (U.P.)

दूरभाष : } 0120-2770032 फैक्स : }
Phones : } 0120-2770235 Fax : } +0120-2776663
0120-2770345 E-mail : cl@bis.org.in

संदर्भ सं. सीएल/प्रशासन/23(08-09)

दिनांक 22 सितम्बर 2008

विषय : सीमित निविदा सूचना – बागवानी कार्य

निम्नलिखित मंद की "आपूर्ति, संस्थापना, चालू करने, और संतोषजनक प्रदर्शन" के लिए प्रतिष्ठित विनिर्माताओं और उनके प्रत्यायित ~~उपभोग विनिर्माताओं~~ से मुहरबंद निविदाएँ (दोहरी निविदा प्रणाली, अर्थात् तकनीकी निविदा और वित्तीय निविदा) आमंत्रित हैं।

क्र सं.	विषय
1.	बागवानी कार्य

तकनीकी विशिष्टियों, धरोहर राशि, निविदा जमा करने की अंतिम तिथि, निविदा खुलने की तिथि और शर्तें निम्नलिखित हैं।

- बिना कारण बताये भारतीय मानक ब्यूरो को किसी या सभी निविदा को रद्द करने अथवा स्थगित करने का अधिकार सुरक्षित है.
- धरोहर राशी के बिना, अहस्ताक्षरित अथवा अपूर्ण निविदा प्रस्तावों को अनदेखा/अस्वीकृत समझा जाएगा इस संदर्भ में कोई छूट मान्य नहीं होगी.
- निविदा प्राप्ति की अंतिम तिथि है : 13-10-2008 (1500 बजे)
- तकनीकी बोलियों का खोला जाना : 14-10-2008 (1430 बजे)

—भवदीय—

(Handwritten Signature)
22/9/2008

अनुभाग अधिकारी (प्रशासन/योजना व कय)

सलग्न : उपरिलिखित



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BUREAU OF INDIAN STANDARDS
Central Laboratory



प्लॉट नं० 20/9, साईट-IV, साहिबाबाद औद्योगिक क्षेत्र,
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0120-2770345 E-mail : cl@bis.org.in

Our Ref: CL/Admn./23 (08-09)

Date: 22 Sept.2008

Subject: Tender for Horticulture Works.

Dear Sir(s),

1. Sealed quotation in 2 bid system for the subject work is invited from eligible Tenders/Bidders by the Bureau of Indian Standards, Central Laboratory, 20/9, Site-IV, Industrial Area Sahibabad, Distt. Ghaziabad-201010 (U.P.) on or before **13 Oct.2008** at 1500 hrs. The tender document (two bid system) is to be submitted in two separate envelopes, each sealed and clearly identified as to the envelope numbers and contents as indicated below and addressed to the Section Officer (Admn./Planning & Purchase) at the above mentioned address. Both the envelopes along with requisite EMD shall be contained in a large envelope Superscribed "Tender for Horticulture works.
2. 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.**
3. The technical bids shall be opened on the next working day of submission of tenders at 1430h. Representative 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.

Thanking you,

Yours faithfully,

M. K. Singh
22/9/2008

Encl: As above

Section Officer (Admn./Planning & Purchase)

BIS CENTRAL LABORATORY

20/9. Site-IV

Sahibabad Industrial Area Sahibabad - 201010

(Ghaziabad)

Tender No. CL/Admn-23 (08-09)

ANNUAL CONTRACT FOR HORTICULTURE WORK

ENVELOPE I: TECHNICAL BID

Name of the work: Horticulture work at BIS CL, 20/9, Site IV
Sahibabad Industrial Area Sahibabad Dist. Ghaziabad (UP)

CONTENTS

Technical Bid of Tender Document

1. The Tenderer/Bidder shall have at least **03** years experience in these fields, and shall submit the self attested copies of the following documents along with the tender documents:
 - a. PF Registration
 - b. ESI Registration
 - c. Valid Licence issued by Regional Labour Commissioner, Govt of India.
 - d. Details of works of similar nature carried out in Central or State Govt Bodies/Departments, Public Sector Undertakings, in the last **3** years ending on 31 March 2008, with value of the undertaken.
 - e. Proof of financial turnover achieved along with copy of balance sheet of previous ~~three~~ financial years ending 31 March 2008
 - f. List of on-going works with their financial value.
 - g. List of arbitration cases (if any)
 - h. Service Tax/PAN
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. General Terms and Conditions of the Contract to be fulfilled by the Tenderer/Bidder are enclosed (See Annex-1).

4. Nature and Scope of Work, is given in Annex-3

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

Horticulture work

Sl. No.	Description	No. of Personnel
1.	Head Mali	01
2.	Malies	04
	Total	05

This envelope shall be super scribed "Envelope No. 1 Technical Bid for Annual Contract of Horticulture Work!"

ANNEX-1

**GENERAL TERMS AND CONDITIONS OF THE CONTRACT For
Tender for Annual Contract for Horticulture work**

1. Validity of offer : Offer shall remain valid for 90 days from the date of opening of tender.
2. Earnest Money deposit Rs. ~~6000.00~~ 6000.00 in form of crossed Demand Draft drawn in favour of Bureau of Indian Standards, Payable at Ghaziabad.
3. Security Deposit : Rs. ~~30000.00~~ 30000.00 (including EMD of Rs. ~~6000.00~~ 6000.00) in the form of crossed Demand Draft drawn in favour of Bureau of Indian Standards, payable at Ghaziabad (from the successful tenderers (Contractor) selected for award of contract).
4. Period of Contract Twelve 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. The Envelope No.1 shall also contain Earnest Money Deposit as above and forwarding letter of the tenderer/bidder. The forwarding letter of the tenderer/bidder shall contain the following annexure in Support of their eligibility.
5. Annexure 2- Documents indicating a set up of the organization, partnership, proprietor-ship, Private Ltd., Public Ltd. etc.
6. In- the case of successful Tenderer/Bidder to whom the contract shall be awarded, the Earnest Money of Rs. ~~6000.00~~ 6000.00 deposited by him shall be adjusted against the Security Deposit of Rs. ~~30000.00~~ 30000.00 to be deposited by him while signing the agreement. The Earnest Money Deposit of the unsuccessful/rejected tenderers/bidders shall be Refunded to them after the finalization and award of the contract

7. No interest shall be paid on Earnest Money.
8. The interested tenderers/bidder are advised to visit the site of work so as to be familiarized with site condition before quoting the rates or may obtain any information about the subject work from the Section Officer (Admn)/Planning & Purchase of BISCL, Sahibabad on any working day during office hours.
9. Canvassing in the form shall entail disqualification/rejection of tender/bid.
10. BIS CL reserves the right thereto without assigning any reason to accept or reject any or all tenders in whole or in part.
11. Required document shall be strictly submitted as prescribed. Original documents may be required for verification of the claims.
12. Price bid of the tenderer, who do not qualify in technical bid, shall not be opened.
13. Successful tenderer/bidder shall be required to sign the contract agreement in the Proforma (Annex-3) given in this tender within a period of 15 days "of receipt by him of notification of award of work.

ENVELOPE 2: PRICE BID

Name of work: **Horticulture work** — at BUREAU OF INDIAN,
STANDARDS, Central Laboratory, 20/9, Site IV,
Sahibabad Industrial Area, Sahibabad,
Dist. Ghaziabad

Tender Reference : CL/Admn-23--(08-09)

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.

Schedule of Rates to be filled by the tenderer / bidder is enclosed.

This-envelope shall be super scribed "Envelope 2

Price bid for annual contract for **Horticulture work**

ANN EX-II

TENDER TO BE SUBMITTED ON OR BEFORE 13 October 2008The

Section Officer (Admn/Planning & Purchase)

Bureau of Indian Standards,
Central Laboratory,
20/9, Site IV, Sahibabad Industrial Area,
Sahibabad, Distt. Ghaziabad (UP)

Dear
Sir,

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, I/We, the undersigned hereby offer for providing qualified staff as indicated in the Tender Document to undertake the *Horticulture* work strictly in accordance with the contract documents.

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

I/We further agree to pay and I have enclosed earnest money amounting to Rs. 1000.00 in the form of Demand Draft/Pay Order drawn in favour of Bureau of Indian Standards payable at Ghaziabad which would be adjusted against the security deposit and to all statutory deduction in force.

Yours faithfully,

Name of the partner with Seal 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 tender is awarded.)

ANNEX-III

**AGREEMENT BETWEEN BUREAU OF INDIAN STANDARDS,
SAHIBABAD (U.P.) AND**

This agreement is made on between the Bureau of Indian Standards, plot No.20/9, Site-IV, Sahibabad Industrial Area, Sahibabad-201010 (Distt. Ghaziabad, (U.P.) (herein after called the Bureau as of the one part) and
Mls
(herein after called the contractor of the other part).

WHEREAS the Bureau is desirous of entrusting the house keeping services at its Central laboratory (CL), Sahibabad the contractor has offered to render the same at the said premises.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. This agreement is valid for the period commencing from to both days inclusive.
2. The contractor shall relieve the Bureau of the First Part of all worries about the up keep and performance of ~~Horticulture work~~ to the satisfaction of Bureau of the First Part.
3. The contractor shall render to the services to Bureau of Indian Standards, Central Laboratory, Sahibabad for its smooth running as may be required from time to time. Detailed description of activities is as follows:

Horticulture WORK

- (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 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 BISCL, 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 contractor will deploy well trained personnels in the respective fields of work to be performed under the contract for eight hours (excluding lunch hours) from Monday to Saturday.

5. The contractor shall not deploy or shall discontinue to deploy any person at the Bureau premises, if so desired by the Bureau, at any time without assigning any reason whatsoever. The full particulars of the personnel including their names and addresses deployed by him shall be furnished to the Bureau.

6. 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 Sundays also without extra charges if so required by the Bureau.

7. The contractor shall visit CL every week for the purpose of overseeing the work of personnels deployed by him. During the visits to Central Laboratory, 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 personnels and removal of deficiencies, if any observed in their working.

8. Sweeping, garbage, grass, hey etc. generated as a result of cleanliness operations in house-keeping and horticulture work and malba generated out of repair work shall be taken out Fortnightly by contractors personnels, as a part of their routine house keeping operation and horticulture work.

9. The contractor shall ensure that any replacement of the personnel as required by the Bureau for any reason specified or otherwise shall be effective promptly by contractor without any additional cost to the Bureau. If the contractor wishes to replace any of the personnel the same shall be done with prior concurrence of the Bureau at his own cost.

10. From date of start of the contract, the contractor shall provide at his own cost reasonable good uniform and badges indicating names of the personnel deployed by him in BIS Central Laboratory and ensure that they are used by the personnel deployed and are maintained in good condition.

11. The contractor shall ensure that the personnel deployed by him maintain proper discipline and do not participate in any activity prejudicial to the interest of the Bureau/Govt. of India/any State Govt/or any union Territory.

12. The day to day functioning of the services shall be carried out in accordance with the instructions of the Bureau. However proposals for efficient functioning of the ~~Bureau~~ Horticulture system, shall be discussed, considered and implemented from time to time by the contractor after approval of the same by the Bureau.

13. The contractor shall be solely responsible for enforcement of provisions of various labour and industrial laws as per minimum wages act such as minimum wages and allowances, compensation, uniform, D.A., P.F., EPF, Bonus, gratuity, ESI, compensation, uniform relating to personnels employed by him or to any accident caused to them and the Bureau shall not be liable to bear any expenses in this regard. The contractor shall make payment of minimum wages including DA to workers engaged by him on or before 7th of every succeeding month irrespective of delay in settlement of his bill by the Bureau for whatsoever reasons.

14. 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 frequent absence of personnels, the contractor shall make provision for leave reserve. However deduction at double the notified rates per day for each absence shall be made from the monthly bill submitted by the contractor if substitute is not provided.

15. The contractor shall ensure that no damage or loss to any property of Bureau's Central laboratory caused by his personnel intentionally or otherwise. In case of any damage or loss caused by his workers of whatever reason, the Bureau shall be with in its right to deduct an appropriate amount from the payment due to the contractor to make good the loss to the Bureau. In case of frequent lapses on the part of the personnel deployed by contractor the Bureau shall be within its right to terminate the contract forthwith or take any other action as deemed fit without assigning any reason whatsoever. The attendance record of the personnel deployed by the contractor shall be at the security booth. Each worker and supervisor will mark his attendance by initialing the time of arrival and departure in the attendance register.

16. For the above services the Bureau agrees to pay to the contractor Rs.....(Rupees.....) per month. The bill of the contractor to be submitted by the contractor in duplicate alongwith certified copy of the attendance and proof of deposit with the appropriate authority towards PF, EPF, ESI etc. by the employer in the succeeding

23. The contractor shall deposit an amount of Rs. 30000.00 in the form of DD in favour of Bureau of Indian Standards towards Caution Money/Security Deposit. The Caution Money/Security Deposit is refundable to the contractor with no interest at the end/termination of contract.

24. The contractor shall be fully responsible for the various items handed over to his personnels and shall be returned to the Bureau in working condition after the contract is terminated/over.

25. The contractor shall ensure that no time there is any violation or infringement of any rules and regulations of the bye laws.

26. In the event of any disputes the decision of the Head-CL shall be final and binding on the contractor.

27. The Tender document as a whole shall also be part of this agreement.

In WITNESS WHEREOF, the parties have hereunder set their hand to the agreement at Sahibabad on the day and year first above mentioned in the presence of witnesses.

FOR BUREAU OF INDIAN STANDARDS FOR CONTRACTOR

Director Incharge:

(Name of the Partner)

Witnesses