

TENDER DOCUMENT
FOR
HORTICULTURE WORK

BUREAU OF INDIAN STANDARDS,
CENTRAL LABORATORY
PLOT NO. 20/9, SITE IV,
SAHIBABAD INDUSTRIAL AREA, SAHIBABAD-
201010(U.P.)
TEL: 0120-4177117/4177118
FAX: 0120-4177103

Price: Free of cost. To be downloaded from

Website www.bis.org.in

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

TEL: 0120-4177117/118

FAX: 0120-4177103

Our Ref: CL/Admn/51(Horticulture manpower)

Dated: 21.12.2012

TENDER NOTICE FOR SUPPLY OF HORTICULTURE WORKERS ON CONTRACT BASIS

BUREAU OF INDIAN STANDARDS, CENTRAL LABORATORY invites sealed tenders under two-bid system from reputed and experienced firms for **SUPPLY OF HORTICULTURE Manpower ON CONTRACT BASIS** at the above address.

The interested firms are required to submit the Technical and Financial bids 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 superscribed "**Tender for SUPPLY OF Horticulture manpower ON CONTRACT BASIS**" and should reach BIS CL by 1500 hrs on or before **18.01.2013**. Pre-bid meeting will be held one week before opening the Technical bids with firm's representatives. The technical bids shall be opened on the same day at 16:00 hrs at BIS CL. After technical evaluation of bids, the financial bids shall be opened of only those bidders who qualify in technical evaluation for which check-list is given in Annexure-IV. The intimation of opening of financial bids shall be given over phone to technically qualified bidders. They are advised to write their current phone number in the technical bids.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from BIS website www.bis.org.in in tender section free of cost. **The bid security (EMD) of Rs. 30,000.00 (Rupees Thirty Thousand only) should be paid by acceptable mode of payment in favour of BUREAU OF INDIAN STANDARDS, CENTRAL LABORATORY payable at Sahibabad/Ghaziabad.**

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.

Note: This notice is a part of Tender Document.

Head (CL)

APPLICATION LETTER (Specimen)

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

Subject: Tender for supply of Horticulture Manpower to BIS CL 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. Email	
6.	Address of Branches (if any)	
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 banker & 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 Ghaziabad 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 **undertake to supply of Horticulture Manpower strictly in** accordance with the terms & conditions as indicated by you in the said documents.

The BIS CL reserves the right to reject any or all the quotations or accept them in part or to reject the lowest quotations without assigning any reasons. The BIS CL 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. 30000/-(thirty thousand only) in the form of Demand Draft/Pay Order drawn in favour of BIS CL of Indian Standards payable at Sahibabad/Ghaziabad along with the Technical Bid which will remain with BIS CL upto final award of contract. However, no interest shall be payable on Earnest Money. Earnest Money of successful bidder shall be adjusted against the 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.)

TENDER DOCUMENT

**Sub: TENDER FOR SUPPLY OF Horticulture Manpower ON CONTRACT BASIS AT BIS CL.
20/9, Site-IV, Industrial Area, Sahibabad-201010, Distt. Ghaziabad.**
ENVELOPE -1: TECHNICAL BID (In separate sealed Cover-I superscribed as Technical Bid)

**Name of the work: Contract for SUPPLY OF horticulture manpower ON CONTRACT BASIS in
BIS CL, Sahibabad.**

CONTENTS AND ELIGIBILITY CRITERIA

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 with PF Code Number.
 - (b) ESI Registration
 - (c) Valid Licence issued in respect of previous employers by Regional Labour Commissioner (i.e.UP Govt.)
 - (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 31st March 2012.
 - (e) Proof showing at least two currently valid contracts in similar field.
 - (f) Copies of balance sheet and Profit & Loss A/c of previous three financial years ending 31st March 2011 duly certified by CA.
 - (g) List of Arbitration cases(if any)
 - (h) Copies of certificates/allotment letter of **Service Tax and PAN** Number.
 - (i) Details of managerial, supervisory and other staff.
 - (j) Undertaking of the firm confirming the availability of the adequate manpower of requisite qualification and experience for deployment at BIS CL, Sahibabad.
 - (k) Copy of Last 03 years income tax return.
2. Certificates provided for the works detailed in 1(d) 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. Approximate number of Horticulture **Manpower** is given in **Annex-I**. The actual number may vary as per the requirement of the BIS CL.
4. Tenderer/bidder shall submit details of organizations, where he has undertaken such similar services as per **Annex-II**.
5. General Terms & Conditions of the Contract to be fulfilled by the Tenderer/Bidder are given in **Annex-III** and **the bidder shall submit it with technical Bid duly signed on each page in lieu of agreeing to them.**
6. Tenderer/bidder shall submit details as per **Annex-IV** along with Technical Bid.
7. The bidder may be a proprietary firm, partnership firm, Limited Company, Corporation 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/or in Ghaziabad.
9. There should be no case pending with the police against the proprietor/firm/partner or the company (Firm). **The firm should give such an undertaking with their bid.**
10. The bidder shall pay Bid Security(EMD) of Rs. 30000.00(Rupees thirty thousand only) along with the technical bid by acceptable mode of payment in favour of BUREAU OF INDIAN STANDARDS, CENTRAL LABORATORY drawn on any commercial bank and payable at Sahibabad/Ghaziabad. **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 firm will be adjusted towards Security Deposit as demanded above. 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 BIS CL.
12. The bid shall be valid and open for acceptance of the Competent Authority of BIS 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. Also if 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 at the main entrance of BIS CL, Sahibabad.
17. Tenders received late (including postal delay) /in open conditions /without EMD /not meeting the tender conditions/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 taken 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 BIS CL, 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 CL or in the state or central government. Any violation of this condition which comes to the Notice of the BIS CL after the contract is awarded will entitle the BIS CL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BIS CL 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.
23. **In case of any dispute arising out of the business or interpretation of any clause of the Tender Document, the Courts at Ghaziabad alone shall have the jurisdiction to try and decide the dispute.**

Declaration by the Tenderer:

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

(Signature of the Tenderer with seal)

Name:

Seal:

Address:

Phone No.(O):

Date:

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.

A. SCOPE OF WORK

HORTICULTURE WORK:

The purpose of horticulture work is that the whole office premise (BIS, CL) 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 conditions 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 lawns 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 flowers 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 anyway. 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 BIS CL.
- (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 interval 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 BIS CL 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 horticulture 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 BIS CL. The contractor shall visit BIS CL every week for the purpose of overseeing the work of personnel deployed by him. During the visits to BIS CL, 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 for each absence shall be made from the monthly bill submitted by the contractor, if substitute is not provide.

(vi) If the services are found satisfactory, the contract may be renewed from 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.

CONTRACT PERSONNEL REQUIRED AT
CENTRAL LAB, SAHIBABAD

Approximate number of Horticulture manpower

Si. No.	Description	Required No. of personnel
1(a)	Head (Mali) should be preference have at least a certificate in Horticulture knowledge from a recognised institute.	01
1(b)	Mali (Gardener) should be at least 3 years experienced and 8 th pass qualified.	05

NOTE

Firm should ensure when providing the above man power in BIS CL after the complete formalities of police verification and other required documents.

Detail of Experience

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

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

Si. No.	Name & Address of the organizations, contact No.	No. of personnel supplied	Period of contract	Whether Govt./Semi-Govt/Autonomous bodies/PSUs/Industries etc. <u>(Please Specify)</u>	Amount of contract	Reason for termination(if currently not valid)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						

This information to be given in “Envelope No. 1 Technical Bid for Annual Contract for supply of Horticulture **Manpower**”

**Terms and conditions of contract for supply of Horticulture manpower
(Annexure to Agreement)**

- A. SCOPE OF WORK: SUPPLY OF Horticulture manpower
ON CONTRACT BASIS at BIS 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 contract shall be for a period of one year commencing from the date of signing of the contract and would be extendable for a maximum period of two years. However, the extension shall not be for a period of more than one year at a time. Further such extension shall be subject to mutual consent of both parties and for the same terms & conditions and also based on satisfactory performance of the firm under the contract.
 2. The Contracting Firm shall render the following services to BIS, CL:

HORTICULTURE WORK:

The purpose of horticulture work is that the whole office premise (BIS CL) 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 conditions 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 lawns 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 flowers 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 anyway. The other normal job in this regard would be:

- (J) 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.
- (K) 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 BIS CL.
- (L) To prepare and maintain flower beds, seasonal and perennial both.
- (M) 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.
- (N) Cutting of grass in lawns, pruning of plants at required interval and removing the waste to the proper place.
- (O) Regular watering of grass, lawns, trees, plants, shrubs etc. and hoeing and weeding in and around them.
- (P) Spraying of insecticide and fungicide application/spreading of chemical and manure as and when required/advised.
- (Q) Any other job which is required to make the campus from Horticulture point of view beautiful with lush green environment.
- (R) 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 BIS CL 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 horticulture 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 BIS CL. The contractor shall visit BIS CL every week for the purpose of overseeing the work of personnel deployed by him. During the visits to BIS CL, 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 for each absence shall be made from the monthly bill submitted by the contractor, if substitute is not provide.
 - (vi) If the services are found satisfactory, the contract may be renewed from 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.
3. The working hours will be as under:
From 9.00 AM to 5.30 PM from Monday to Saturday and Sunday is holiday on account of being weekend days. They may also be called on Sundays/other any holidays as and when required for which extra payment per person per day basis will be given. Timing and number of people can be changed by us as per our requirement.
4. The personnel deployed shall be healthy ,active and not more than 45 years of age. Nobody shall have any comunicable diseases.
5. The personnel deployed shall be smartly dressed in proper uniform and always with Identity Card. The firm shall provide fully trained and disciplined personnel.
6. The contractor shall bear all expenses regarding uniform, 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 personnel on or before the 7th of every succeeding month, irrespective of delay in payment of Bill by the BIS CL for whatever reason. Wages payable shall not be less than the minimum wages payment as declared by the Govt. of UP from the 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 BIS CL. The manpower firm 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) 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 CL.
8. Replacement of personnel as required by the BIS CL 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 BIS CL. The full particulars of the personnel to be deployed for the job.
9. In case of any loss that might be caused to the BIS CL due to lapse on the part of the personnel deployed by the manpower firm discharging their responsibilities, the such loss shall be compensated by the contracting Firm and in this connection, the BIS CL shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the BIS CL besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, the BIS CL shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
10. In case of death or mishap leading to any injury or disability whatsoever, occurred during discharging the duty, the compensation/legal or any other 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.
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 favor of BIS CL which would remain with BIS CL 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 CL with an attested photocopy of the attendance record of the personnel to which it pertains. The attendance record shall be produced for verification on demand by the BIS CL at any other point of time.
15. If at any point of time it come to the notice of the BIS CL that the contract personnel deployed are different from the list provided (with attested photographs), BIS CL will be well within its right to impose penalty not exceeding five time the wages payable to 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 BIS CL 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. Penalty upto 5% may also be imposed, if there are frequent changes of employees deployed at this office by the contractor.
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 BIS CL. In the event, BIS CL makes any payment or incurs any liability, the contractor shall indemnify the BIS CL completely;
18. In case of any dispute arising out of this agreement then DG BIS/ Sc. G & Chief(Labs), BIS CL shall nominate any officer of the BIS CL 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 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 BIS CL 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 BIS CL.
22. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
23. In case the BIS CL suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the BIS CL 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-fulfillment 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 BIS CL 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 registers etc.
27. The above records and the following returns filed by the contractor have to be produced to the Admn. Department of BIS CL 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 (\$A) of the Minimum Wages Act, 1948
 - f) Any other applicable return.
28. The contractor should obtain a License 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 BIS CL.
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 Govt of U.P. from time to time, as applicable during the contract period. As and when the wages are revised by the Govt of UP, the revised wages shall be paid by this office.
30. The contractor should ensure payment of wages to his workmen on or before 7th of every succeeding month. The payment of wages will be made in the presence of an authorized representative of BIS CL 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 BIS CL 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 BIS CL 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-contractor 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 FIOR should be lodged against the erring personnel. Such personnel, who indulge 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 BIS CL will be considered applicable at the time of any dispute/following any statutory rules.
37. **In case of any dispute or difference arising out of the terms of this Agreement, the same shall be settled by reference to arbitration by a sole arbitrator to be appointed by BIS CL. The provisions of Arbitration and Conciliation Act, 1996; shall be applicable.**
38. **In case of any dispute arising out of the business or interpretation of any clause of the Agreement, the Courts at Ghaziabad alone shall have the jurisdiction to try and decide.**

Note: these terms and conditions are part of the contract/Agreement as indicated in the Agreement between BIS CL and the Firm and any non-compliance shall be deemed as breach of the Contract/Agreement.

(To be made on Rs. 100.00 Non Judicial Stamp Paper)

DRAFT AGREEMENT

This Agreement is made on _____ day of _____ Two thousand thirteen between **Bureau of Indian Standards, having its Head Office at New Delhi; and Central Laboratory at Sahibabad(U.P.); through Head(Central Laboratory), BIS, CL, Sahibabad(U.P.)** (as one part) hereinafter called BIS CL and M/s _____ (Name of Firm) for providing Horticulture manpower (on the other part).

WHEREAS the BIS CL is desirous to engage the Firm for providing Horticulture manpower for BIS CL at Sahibabad on the terms and conditions stated below:

1. The firm 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 BIS CL. The BIS CL shall have no liability in this regard.
2. The Firm shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at BIS CL. The BIS 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 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 BIS CL 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 Firm shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in BIS CL.
8. The personnel provided by the Firm will not claim to become the employees of BIS CL and there will be no Employee and Employer relationship between the personnel engaged by the Firm for deployment in BIS CL.
9. There would be no increase in rates payable to the Firm during the contract period except reimbursement of the statutory wages revised by the Govt. Of UP from time to time, as applicable during the contract period. As and when the wages are revised by Govt. of UP, the revised wages shall be paid by this office.
10. The firm also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
11. Decision of BIS CL in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Firm.
12. In case of any dispute between the Firm and BIS CL, BIS CL shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Distt. Ghaziabad.

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

Bureau of Indian Standards, Central Laboratory

Witness:

1.

2.

FIRM

Witness:

1.

2.

CHECK-LIST TECHNICAL BID
SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

SI No.	Description of requirement	Yes/No	Page No.
1.	The firm is registered with the Regional Labour Commissioner (Govt. of NCT of Delhi/UP Govt) under provisions of contract labour Act and its validity date		
2.	Copies of Balance Sheet and P & L A/c for the last 3 years duly		
3.	Registration certificate of Provident fund commissioner enclosed PF registration code allotted by the Regional Provident Fund Commissioner, Govt. of NCT of Delhi/UP Govt.		
4.	Copy of Registration certificate/allotment letter of service tax number		
5.	Copy of Registration certificate/allotment letter PAN from Income Tax Department		
6.	Registration certificate of ESI enclosed		
7.	Performa containing details of other organization where such contracts were/are undertaken (attach supportive documents)		
8.	DD of Rs. 30000/- as EMD		
9.	Price bid preformed completed & sealed in separate envelop		
10.	List of Arbitration cases (if applicable)		
11**	Undertaking of the firm confirming the availability of adequate manpower of requisite qualification and experience for deployment at BIS CL.		
12.	Acceptance of terms and conditions attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.		
13.	Copy of last income tax return		
14.	Undertaking by the bidder to the effect that there is no police case pending against the proprietor/firm/parties relating to previous service contracts.		
15.	Officer address in NCT of Delhi/Ghaziabad.		
16.	At least two currently valid contracts for similar work		

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.

(Signature of Tenderer with seal)

Name:

Seal:

Office Address:

Phone No. (O)

Date:

** The selected bidder has to submit within 10 days of award of contract the attested photocopies of qualifications/experience of the persons when he deploy at this office. Failing which the EMD and Security Deposit shall be forfeited and the tender shall be awarded to the next qualified lowest bidder for which the L-1 shall be solely responsible.

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.

The criterion of selection as well as rejection.

1. **BIS CL reserves the right to accept or reject any or all bids without assigning any reasons.**
2. **BIS 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 BIS CL the following to be able to qualify for consideration at the stage of Horticulture evaluation:
 - (1.) At least two years standing in the field.
 - (2.) Experience of providing such or similar services to the Central/State Govt Department/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-IV)

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

4. Incomplete tenders would be rejected. Further , the rejection criterion is mentioned in Annexure –IV(Check-list)
5. Preference may be given to the contractor(s) having valid Quality System Certificate as per ISO 9001:2008, in case of same rates.
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 fulfilment of provisions of labour laws with past contracts and above conditions into account together. Mere Lowest rates are not the sole criteria of selection. BIS CL, Sahibabad is not bound to accept the lowest rates.

ENVELOPE-2: PRICE BID

Sub: ANNUAL CONTRACT FOR SUPPLY OF Horticulture manpower ON CONTRACT BASIS.

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 Super scribed “Envelope-2 Price bid-ANNUAL CONTRACT FOR **SUPPLY OF Horticulture manpower ON CONTRACT BASIS**”.

SCHEDULE OF RATES (PRICE BID)

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

Name of the work: Contract for **SUPPLY OF Horticulture MANPOWER ON CONTRACT BASIS** in
BIS CL, Sahibabad

Sl No.	Description	Rate/Wages per month per person in Rs. *	PF *	ESI *	Service Tax	Contractor's Profit(in Rs)	Total per person
1.(a)	Head (Mali) [Semi-skilled] should be preference have at least a certificate in Horticulture knowledge from a recognised institute.						
1(b)	Mali (Gardener) [Un-skilled] should be at least 3 years experienced and 8 th pass						

*Enclose latest copy of Govt. of UP 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)

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