

ICAR-Indian Institute of Soil Science

Nabibagh, Berasia Road, Bhopal – 462 038 (M.P.)

Tel. No. (0755) 2747375/ 2730970 (Ext. No. 233 & 262) Fax. No. (0755) 2733310

SCHEDULE OF TENDER FOR ANNUAL JOB CONTRACT FOR HORTICULTURE SERVICES AT IISS BHOPAL

1	Tender No.	:	2-26/2014-15/Hort./IISS
2	Cost of tender	:	Rs 500/- to be submitted in the form of DD drawn in favour of ICAR unit IISS Bhopal.
3	Date of sale of tender documents		From the date of publication on all working days
4	Last date of receipt of complete tender	:	13.1.2015 upto 11.00 hrs Institute will not be responsible for any postal delay.
5	Date of opening of tender	:	13.1.2015 at 12.00 hrs in the Committee room, Administrative wing of IISS, Nabibagh Berasia Road, Bhopal.
6	Earnest Money Deposit (Bid Security) (Tender will not be considered without EMD deposit).	:	Rs. 30,000 (Rupees Thirty Thousand) through Demand Draft drawn in favour of " <u>ICAR UNIT- IISS, BHOPAL</u> ".
7	General terms & conditions of the tender documents	:	Mentioned in the tender documents at page No. 13 to 18.
8	Proforma for refund of EMD	:	Enclosed (page No. 23). The matter may be submitted on firm's letter pad affixing Re. 1/- revenue stamp for refund of EMD & should be enclosed along with tender.
9	Proforma for submitting Bank Details for E-Payment	:	Enclosed (Page No.24)
10	Mode of submitting tenders	:	The sealed envelope of tender should be clearly superscribed " <u>Tender No. 2-26/2014-15/IISS due on 13.1.2015 for Annual job contract for Horticulture Services at IISS Bhopal</u> " mentioning the EMD particulars & address of tenderer. The sealed tender should be addressed to 'The Administrative Officer, Indian Institute of Soil Science, Nabi Bagh, Berasia Road, Bhopal – 462 038 (M.P).
11	Any change in the above schedule will be displayed on the Institute notice board/IISS website only.		

NOTE:- 1. The Tender document is also available at our web-site www.iiss.nic.in. The tenderers are advised to keep in regular contact with our website for any further information/ change made in tender schedule etc.

2. Tender documents downloaded from website of the Institute should be accompanied with DD for Rs, 500/- drawn in favour of "ICAR unit, IISS Bhopal", without which tenders will not be entertained.

Administrative Officer

Signature of Bidder with seal



हर कदम, हर उमर
किसानों का हमसफर
भारतीय कृषि अनुसंधान परिषद

Agrisearch with a human touch

ICAR- Indian Institute of Soil Science
Nabibagh, Berasia Road, Bhopal-462038 (M.P.)
Tel. No. (0755) 2730970/2734221 (Ext. No. 233 &
262) Fax. No. (0755) 2733310

F.No. 2-26/2014-15/Hort./IISS

Dated: _____

**INVITATION TO TENDER AND INSTRUCTION CONTAINING TERMS AND
CONDITIONS GOVERNING THE JOB CONTRACT FOR ENGAGEMENT OF AGENCY
PROVIDING ANNUAL JOB CONTRACT FOR HORTICULTURE SERVICES AT IISS BHOPAL**

Note- All communications must be addressed to, The Administrative Officer, Indian Institute of Soil Science, Nabibagh, Berasia Road, Bhopal-38

From,

The Administrative Officer,
Indian Institute of Soil Science,
Nabibagh, Berasia Road, Bhopal-38

To,

Dear Sir(s),

1. Sealed tenders are hereby invited on behalf of the Director, Indian Institute of Soil Science, Nabibagh, Berasia Road, Bhopal-38 for contract of ANNUAL JOB CONTRACT FOR HORTICULTURE SERVICES AT IISS BHOPAL at Indian Institute of Soil Science. The terms and conditions of the contract which will govern the contract are contained in the General conditions of contract and the special terms and conditions as detailed in the tender forms and its schedules. Please submit the rates in the tender form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.
2. An earnest money of (Rs. 30,000/-) (Rupees Thirty Thousand) must be deposited in the form of demand draft/pay order in f/o ICAR Unit-IISS, BHOPAL. The particulars of the earnest money deposited must also be superscribed on the top of the envelope by indicating the draft/pay order number and date, failing which the tenders will not be opened. The tenders will not be considered if earnest money is not deposited with the tenders.
3. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resile from his offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulation, the aforesaid amount of EMD will be forfeited by the Institute. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the

tenderer will be refunded to him after he applies for the same, in the manner prescribed by the Institute. (EMD refund request form enclosed for information and ready reference, it may be noted that that this form may be printed on firm's letter head and submitted for refund).

4. The tender is liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tender is not fulfilled. Individual signing the tender or other documents connected with the contract may specify whether he/she signs it in the capacity of (i) as sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it is a partnership in which case he/she must have authority to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney, or (iii) constituted attorney of the firm, if it is a company.
5. In case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to sign and if, on enquiry, it appears that the persons so signing is without authority, the Institute will cancel the contract and hold the signatory liable for all costs and damages. Each page of the tender and the schedules to the tender and annexure, if any, should be signed by the tenderer(s).

The original copy of the tender is to be enclosed in double cover. The inner cover should be sealed. The outer cover should be super scribed "ANNUAL JOB CONTRACT FOR HORTICULTURE SERVICES AT IISS, BHOPAL" and sent to the institute. The Institute shall not be held responsible for late receipt of tenders due to postal delay or other reasons.

6. The tenderer is at liberty to be present or to authorize a representative to be present at the opening day of the tender. The name and address of the representative who would be attending the opening of the tender on behalf of the firm should be indicated in the tender. Please also state the name and address along with telephone Nos. of your representative, if any.
7. Acceptance by the Institute will be communicated by Speed post/registered post/express letter/fax/ e-mail or any other form of communication. Formal letter of acceptance of the tender will be forwarded as soon as possible, but the earlier instructions in the telegram/express letter / fax/e-mail etc. should be acted upon immediately.

Yours faithfully,

Administrative Officer

SCHEDULE OF TENDER

1. Last date of receipt of tender :- 13.1.2015 upto 11.00 hrs
2. Date of opening of tender :- 13.1.2015 at 12.00 hrs

The tender will remain open for acceptance upto 90 days from the date of opening of bid. The rates tendered will be valid for a minimum period of one year from the date of acceptance of the rates.

From:-

To,

The Administrative Officer
Indian Institute of Soil Science
Nabibagh, Berasia Road, Bhopal – 38

I/we wish to submit our tender for providing ANNUAL JOB CONTRACT FOR HORTICULTURE SERVICES AT IISS BHOPAL as per ANNEXURE-II.

I/we agree to the Forfeiture of the earnest money deposit & security deposit by me/us in connection with this tender, if I/we fail to comply with any of the terms & conditions, or providing unsatisfactory job contract works/not providing the required labour in time schedule for horticulture work, not providing experienced & qualified persons for job works given at ANNEXURE-II in whole or in part as laid down in the tender form after award of Job contract. We have carefully read the terms & conditions of the tender and agree to abide by these in letter and spirit.

Signature with seal _____

Name and address of the firm with phone No

SPECIAL TERMS & CONDITIONS

- a) The selected agency shall provide required horticultural services at the Institute. The agency shall employ good and reliable persons after police verification with robust health and clean records preferably within the age group of 21 to 45 years to carry out the job contract. In case any of the personnel so engaged by the agency is not found suitable by the Competent authority, the Institute shall have the right to ask for its replacement without giving any reason thereof and the agency shall on receipt of a written communication in this regard will have to replace such persons immediately.
- b) The personnel engaged by the agency for this job contract will not be an employee of the Council and there will be no employer-employee relationship between the council and the personnel so engaged by the contractor.
- c) The agency shall be wholly responsible for making payment of monthly salaries and other admissible allowances to the personnel under Minimum wages act Central/State whichever is higher and the Institute shall in no way be responsible for meeting any kind of expenditure on salaries etc. to these personnel.
- d) The Institute shall not directly or indirectly engage any personnel of the agency during the period of contract.
- e) All the personnel deployed will perform their duty properly and as desired by Horticultural Maintenance Committee
- f) The tenderer will have to furnish particulars relating to ESI, EPF, Registration under Contract Act, turnover and infrastructure etc.
- g) The agency shall furnish experience of performing job contract of horticultural services in reputed Govt/ Semi Govt building and organizations.
- h) Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.
- i) The Director, Indian Institute of Soil Science reserves the right to reject any or all tenders in whole or in part without assigning any reasons thereof. The decision of Director, Indian Institute of Soil Science shall be final and binding on the firm/agency in respect of any clause covered under the Contract.

ELIGIBILITY CONDITIONS

- a) The firm should have at least three years of experience of performing job contract in reputed Govt/ Semi-Govt / Govt. undertaking/ University establishment.
- b) The firm should have a turnover of Rs. 10 Lakhs p.a. in the past three years.
- c) The firms should have at least 20 manpower/ Supervisor registered under ESI and EPF. The EPF Nos of these labours are to be submitted along with tender.
- d) The firms should also fulfill the statutory and welfare requirements in respect of its employees.
- e) The firms should have solvency certificate from their bankers for more than Rs. 10 lakhs.
- f) The firm should have valid labour Contract license for current contract issued by labour commissioner.
- g) The firm must have Service Tax Registration/TIN No/PAN No.
- h) The above conditions are minimum and the tenderer will have to fulfill the criteria specified at Annexure-I also.

1. TERMS OF THE CONTRACT: - The terms of the contract will be for one year. On the expiry of the contract or on its termination, the Institute reserves the right to renew the contract on the terms and conditions that may then be mutually agreed upon.

2. MODE OF PAYMENT The Agency will make payment to the staff on a monthly basis in the first week of every succeeding month as per the remuneration fixed, by Central / State Government, whichever is higher. The Agency will submit the invoice/ claim to the IISS on a monthly basis duly supported by proof of disbursement of wage to the staff, in triplicate, for payment. The payment to the Agency shall be released with in 30 days from the date or receipt of invoices, provided the claim of the agency is found to be in order from all angles. The Income Tax will be deducted at source and such other taxes/ levies as are required by law to be deducted shall be deducted from the charges payable to the agency. Before claiming the payment from Institute, the Contractor / Firm shall ensure that all the contractual obligations like minimum wages, deposition of EPF, ESI & Service tax etc. have been duly fulfilled.

3. LABOUR LAW:- As per contract labor (Regulations and Abolition) Act, 1970 and the contract labor (Regulations and Abolition) Central rules 1971 w.e.f 21/03/74 any contract in which 20 or more workman are employed or were employed on any day in the preceding 12 months as contract labor and to every contractor who employees or who employed on any day of the preceding 12 months 20 or more workman. It does not apply to establishment/contractor where the work performed is of intermittent or seasonal nature. An establishment/contractor wherein work is of intermittent and seasonal nature will be covered by the act, if the work performed is of more than 120 days and 60 days in a year respectively. The act also applies to establishment of the government and local authorities as well.

4. TERMINATION: - This contract can be terminated by giving one month's notice on either side and that any notice required to be served shall be sufficiently served on the parties if delivered to them personally or dispatched by the address herein given under registered post/speed post.

5. LOSS AND /OR DAMAGES :- In case of any loss or damage done to the property of the Institute by the personnel provided by the agency at IISS,Bhopal, full damages will be recovered from the Security deposit/ EMD of the Agency and decision of the competent authority of IISS, Bhopal shall be a binding on agency.

6. SECURITY DEPOSIT :- The successful bidder will be required to deposit an amount of **Rs. 65000/- (Rupees Sixty Five Thousand only)** as Security Deposit in the form of **Demand Draft/Pay Order/FDR** favoring "**ICAR Unit-IISS, Bhopal**" payable at Bhopal within two weeks from the date of award of the contract. The security deposit may be kept with the Office upto two months from the date of successful completion of the contract & after fulfilling all statutory obligations arise under contract by the Contractor & shall be refunded to the contractor and/or adjusted against any damages or loss of property etc. caused by the personnel deputed by the agency. No interest will be paid on the security money deposited with the Institute.

7. In case of any dispute arising, decision of the Director, IISS, Bhopal will be final and binding.

ANNEXURE-1

SUBMISSION OF ESSENTIAL DOCUMENTS

Sl. No.	Documents	To be mentioned by tenderer and (Copies to be enclosed)
1	Firm Registration Certificate No.	Yes/No (at page no____)
2	ESI Registration Certificate No of the firm	Yes/No (at page no____)
3	EPF Registration Certificate No of the firm.	Yes/No (at page no____)
4	Service tax registration Certificate No certificate.	Yes/No (at page no____)
5	PAN No Details	Yes/No (at page no____)
6	E-Payment Details	Yes/No (at page no____)
7	Undertaking of the firm	Yes/No (at page no____)
8	Bank solvency certificate for more than Rs.10 lakhs	Yes/No (at page no____)

ANNEXURE-II

CHARTER OF DUTIES FOR HORTICULTURE SERVICES

Sl.No	Nature of Work	Rate
1	Cutting/Scrapping as per the requirement decided by HMC, of grass to a distance of 5 meters (including footpath) in the institute's premises (main road, colony road, interior roads in the residential area, farm office and near guest house).	Rs._____/ sq. meter
2	Pruning/uprooting of shrubs, trees, hedges & ornamental plants	
	• Trees	Rs._____/tree
	• Hedges	Rs_____/meter length
	•Shrubs & Ornamental plants (Roses, Bougainvillea,Ficus, Savannia, Hibiscus etc.)	Rs_____/plant
3.	Preparation of basins/ earthing up	Rs._____/plant
4.	Supply of good quality and well rotten manure (1 Ton capacity)	Rs._____/tractor trolley
5.	Supply of water through water tankers (5000 liter capacity)	Rs_____/water tanker
6.	Maintenance of lawns (Weeding and Lawn mowing) including POL for lawn mover (Lawn mower will be provided by IISS)	Rs._____/1000 sq meters
7.	Collection and disposal of stones, pebbles and rubbish from the lawn/garden and from the premises of the Institute with the help of tractor trolley	Rs._____/ trolley
8.	Watering charge for lawns(water will be provided by IISS)	Rs._____/1000sq.mt.
9.	Watering charge for Plants(water will be provided by IISS)	Rs._____/100 plants

Note:-

1. All the work should be carried out throughout the year as per requirement.
2. Service tax on item No. 4&5 will not be paid.

MONTH WISE PLAN OF HORTICULTURE WORK

Sl. No.	Month	Work to be performed
1	May	<ul style="list-style-type: none"> • Cutting and lifting of the grass • Pruning of plants, hedges, rose, bougainvillea, Acalypha, Ficus, Savannia, Hibiscus etc and disposing off the pruned material • Supply and planting of seasonal flowering plants • Preparation of basins, Weeding and earthing up of plants • Weeding and watering of plants and the lawns • Supply of approx 120-150 water tankers
2	June	<ul style="list-style-type: none"> • Cutting and lifting of the grass • Pruning of plants, hedges, rose, bougainvillea, Acalypha, Ficus, Savannia, Hibiscus etc and disposing off the pruned material • Supply and planting of seasonal flowering plants • Preparation of basins, Weeding and earthing up of plants • Application of manures • Weeding and watering of plants and the lawns
3	July	<ul style="list-style-type: none"> • Cutting and lifting of the grass • Pruning of plants, hedges, rose, bougainvillea, Acalypha, Ficus, Savannia, Hibiscus etc and disposing off the pruned material • Supply and planting of seasonal flowering plants • Preparation of basins, Weeding and earthing up of plants • Application of manures • Weeding and watering of plants and the lawns
4	August	<ul style="list-style-type: none"> • Cutting and lifting of the grass • Pruning of plants, hedges, rose, bougainvillea, Acalypha, Ficus, Savannia, Hibiscus etc and disposing off the pruned material • Supply and planting of seasonal flowering plants • Preparation of basins, Weeding and earthing up of plants • Application of manures • Weeding and watering of plants and the lawns
5	September	<ul style="list-style-type: none"> • Cutting and lifting of the grass • Pruning of plants, hedges, rose, bougainvillea, Acalypha, Ficus, Savannia, Hibiscus etc and disposing off the pruned material • Supply and planting of seasonal flowering plants • Preparation of basins, Weeding and earthing up of plants • Application of manures

		<ul style="list-style-type: none"> • Weeding and watering of plants and the lawns
6	October	<ul style="list-style-type: none"> • Cutting and lifting of the grass • Pruning of plants, hedges, rose, bougainvillea, Acalypha, Ficus, Savannia, Hibiscus etc and disposing off the pruned material • Supply and planting of seasonal flowering plants • Preparation of basins, Weeding and earthing up of plants • Application of manures • Weeding and watering of plants and the lawns
7	November	<ul style="list-style-type: none"> • Cutting and lifting of the grass • Pruning of plants, hedges, rose, bougainvillea, Acalypha, Ficus, Savannia, Hibiscus etc and disposing off the pruned material • Supply and planting of seasonal flowering plants • Preparation of basins, Weeding and earthing up of plants • Application of manures • Weeding and watering of plants and the lawns • Supply of approx 120-150 water tankers
8	December	<ul style="list-style-type: none"> • Cutting and lifting of the grass • Pruning of plants, hedges, rose, bougainvillea, Acalypha, Ficus, Savannia, Hibiscus etc and disposing off the pruned material • Supply and planting of seasonal flowering plants • Preparation of basins, Weeding and earthing up of plants • Application of manures • Weeding and watering of plants and the lawns • Supply of approx 120-150 water tankers
9	January	<ul style="list-style-type: none"> • Cutting and lifting of the grass • Pruning of plants, hedges, rose, bougainvillea, Acalypha, Ficus, Savannia, Hibiscus etc and disposing off the pruned material • Supply and planting of seasonal flowering plants • Preparation of basins, Weeding and earthing up of plants • Weeding and watering of plants and the lawns • Supply of approx 120-150 water tankers
10	February	<ul style="list-style-type: none"> • Cutting and lifting of the grass • Pruning of plants, hedges, rose, bougainvillea, Acalypha, Ficus, Savannia, Hibiscus etc and disposing off the pruned material • Supply and planting of seasonal flowering plants • Preparation of basins, Weeding and earthing up of plants • Weeding and watering of plants and the lawns

11	March	<ul style="list-style-type: none"> • Cutting and lifting of the grass • Pruning of plants, hedges, rose, bougainvillea, Acalypha, Ficus, Savannia, Hibiscus etc and disposing off the pruned material • Supply and planting of seasonal flowering plants • Preparation of basins, Weeding and earthling up of plants • Weeding and watering of plants and the lawns • Supply of approx 120-150 water tankers
12	April	<ul style="list-style-type: none"> • Cutting and lifting of the grass • Pruning of plants, hedges, rose, bougainvillea, Acalypha, Ficus, Savannia, Hibiscus etc and disposing off the pruned material • Preparation of basins, Weeding and earthling up of plants • Weeding and watering of plants and the lawns • Supply of approx 120-150 water tankers

Note:-

01. Rates may be quoted strictly as per the given items in the above proforma.
02. While quoting rates the tenderer/contractor should ensure that the workers engaged for the horticulture services are paid minimum wages as declared by Govt. of India (as decided by Central / State Govt. whichever is higher) from time to time including statutory liabilities under rules.

GENERAL INFORMATIONS AND OTHER TERMS & CONDITIONS OF THE CONTRACT

1. IISS holds the discretion to terminate the contract for any reason whatsoever on giving at least one calendar month's written notice.
 - a) If the contractor fails or neglects to render the pay less per hour rate as approved in the tender/ work order, or service or any of them to the satisfaction of IISS or if the contractor commits breach of any of its obligation hereunder and / or
 - b) If the business of the contractor is wound up, dissolved or if any receiver is appointed or attachment is levied in respect of any of the properties and assets.
2. Tenders should be on the specified form (non-transferable) which may be obtained from the **Admn.section between 11.00.a.m to 04.00 p.m.** on submission of demand draft drawn in favour of **ICAR Unit-IISS, Bhopal**, payable at Bhopal For **Rs.500/- (non-refundable)**, or can be downloaded from IISS, web site www.iiss.nic.in & should attach the DD of Rs. 500/- along with tender failing which the tender will be rejected.
3. Tenders should be submitted in double, sealed covers, super scribed with **TENDER FOR ANNUAL JOB CONTRACT FOR HORTICULTURE SERVICES AT IISS BHOPAL due on 13.1.2015**(written both in the inner and outer envelopes). **The last date of the receipt of tender is on 13.1.2015 upto 11.00 hrs** and it will be opened on **13.1.2015 at 12.00 hrs** in the presence of tenderers, if any. Tenders to be sent to **Administrative Officer, Indian Institute of Soil Science, Nabibagh, Berasia Road, Bhopal-38. The Institute will not be responsible for any postal delay. Tender received after due date will be rejected.**
4. The Earnest Money Deposit (EMD) may be deposited through demand draft drawn in favor of **ICAR Unit-IISS, Bhopal** payable at Bhopal should accompany the tender. **Tenders received without earnest money deposit will be invalid and shall not be considered.**
5. The IISS, Bhopal does not bind itself to accept the lowest or any other tender and reserves the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted.
6. Canvassing in any form is prohibited and the tenders submitted by the contractor who resorts to canvassing are liable for rejection.

7. The contractor shall declare in writing if he is related to any officer/employee of the IISS, Bhopal with details of relationship thereof along with the tender.
8. Tenders submitted should remain valid for 90 days from the date of opening.
9. The tenderer should write rates both in figures & words, cutting/overwriting should be avoided.
10. Before tendering, the tenderer shall inspect the site to fully acquaint himself about the conditions in regard to nature of work required to be performed/executed at this Institute as given in Annexure-II. No claim whatsoever on such accounts shall be entertained by the IISS, Bhopal after award of the work under any circumstances.
11. Security deposit after award of work will be forfeited if the contractor fails to provide service as per letter of award of contract.
12. Except writing rates, the tenderer should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tender.
13. Incomplete or vague tenders will be rejected. There should be no cutting and overwriting. The cutting, if any, should be duly attested. Unattested amended /overwritten figures will not be considered.
14. The successful tenderer will have to sign the agreement on Non-judicial Stamp Paper of Rs.100/- at their cost and submit it within 05 days from the date of the issue of the letter of acceptance of the tender. Also if he does not initiate the work as per work order, the EMD & security deposit is liable to be forfeited.
15. The contractor shall not sublet this contract or any part thereof to any other party.
16. The workers engaged by contractor on job contract will not be on payroll of the Institute (IISS, Bhopal) and will not be entitled to any benefit as applicable to the employee of ICAR.
17. In case the integrity, character and behavior of any of the contractor's laborers is found doubtful, he would be replaced by contractor on receiving instruction from the competent authority on his own account.
18. The contractor shall be fully responsible for the work allotted and shall not indulge in any other activities than doing specified job allotted to them. In

case of any loss/damage to institute property or its interest of contract value or violating any clause given in tender the competent authority shall be free to impose penalty maximum upto 10 % of contract value and deduct the same from the security deposit of the firm.

19. Any compensation for disengagement on account of death, disability of any labors(s) provided for deployment in the IISS campus, even if such disability manifests after the termination of the contract shall be contractor's exclusive liability. The contractor should insure the person engaged by him for job contract work at IISS for all coverage of causality, Death or accident.
20. The contractor is wholly responsible to supply the personnel in the institute premises and if any accident/ untoward incident happens, on account of improper workmanship with the concerned person during duty, the whole responsibility for setting the case with police/court lies with the contractor.
21. The IISS, Bhopal without giving any reasons at any time by giving one month notice may terminate the contract and the contractor shall have no claim if the period of contract is curtailed. The contractor however, will have to give two months notice to IISS, Bhopal for discontinuing his work.
22. The decision of the Director, IISS, Bhopal regarding any disputes whatsoever arising out of the contract will be final and binding on the contractor.
23. The Director, IISS, Bhopal reserves the right to accept or reject any tender without assigning any reasons thereof.
24. Only registered and bona-fide Service Provider/ Agencies having experience of at least three (3) years of out sourcing service to the Ministries/ Departments/ Govt. Organizations/Public Sector Undertaking/ Corporate Sector/ Autonomous Bodies etc. are eligible to apply. The documentary proof of registration must be attached.
25. The Agency must be registered with the ESI, Provident Fund and Service Tax Departments and must be in possession of Permanent Account Number (PAN). The documentary proof of registration should be attached. The Firm should also produce Income Tax Clearance Certificate (ITCC) for the last three (3) years. **The Service tax may be paid 75% by Institute and 25% by the contractor. The contractor has to quote full service tax in the tender and also has to do billing at full service tax out of which 25% shall be returned to the contractor for payment to service tax department.**
26. The Agency should attach financial statement for the last three years (3) years to corroborate their claim of turnover.

27. **The Agency will be solely responsible for complying with the obligations under the Labour Laws viz. Contract Labour (Regulation & Abolition) Act 1970, Minimum wages Act, Workmen Compensation Act, ESI, EPF & MP Act, Industrial dispute Act & all the laws and rules as applicable from time to time during the period of contract. The service provider will have to maintain EPF/ESI account of each person deployed at IISS, Bhopal and submit the ESI/EPF/Service tax documents of the preceding month while producing the bill of current month.**
28. The IISS shall have no liability whatsoever towards any other personal or equipment of the Agency. All statutory requirements for the workmen engaged for IISS contract work are to be borne by the Agency and shall be sole responsibility of the Agency.
29. The IISS reserves the rights to award the work in full or in parts to any agency and also terminate the contract at any stage if the performance of persons provided by the Agency is not found to be satisfactory.
30. The IISS is not bound to accept the lowest quotation and/ or assign any reasons for rejecting any or all the bids. Changing of staff should be intimated to: **I/c Horticulture/ AO.**
31. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of IISS for the purpose. All complaints should be immediately attend to by the Agency.
32. After physical inspection of the site, a very detailed assessment/ requirements of personnel for providing allied services as specified in Annexure-II of the tender at IISS, Nabibagh Berasia Road, Bhopal shall have to be furnished alongwith the Tender. No request for alteration in the rates once quoted will be permitted within one year.
33. The payment to contractor above Rs.25,000/- is to be made through e-payment details / IFSC code may be mentioned / submitted with tender / quotation. So detail such as –
(i) Name of the firm, (ii) Name of the Beneficiary Bank, (iii) Name of the Bank Branch, (iv) Beneficiary Bank Account No., (v) Beneficiary Bank Account Type, (vi) Beneficiary Bank IFSC code No., (vii) PAN No. of Beneficiary (Proforma enclosed)
34. Contractor should pay applicable minimum wages fixed by Central Government/M.P.State whichever is higher. The rate quoted should cover the prescribed minimum wages and all statutory liabilities.

35. Such tender offering rates less than minimum wages (Central/ State Govt. whichever is higher) as decided by Department of Labour from time to time will not be considered. A copy of the latest order regarding the minimum wages issued to this effect from competent authority be attached positively.(Daily working time count shall be for Eight hours)
36. The bid should commensurate the requirement of the classification of manpower as per Labour.
37. For the item of works shown in the Annexure – II, the contractors should ensure that the qualified and experienced persons capable for the job as per the requirement of the work specified in the Charter of duties for horticulture are provided/engaged for attending the work.
38. The contractor will be the employer for the man power deployed at this Institute and, accordingly, the contractor needs to complete all legal formalities.
39. The workers are to be issued identity cards. The workers have to display Identity card as and when they enter into our Institute.
40. Since the different job contract work as mentioned in the tender will be awarded on '**Work Contract**' basis only, the workers deployed by the contractor do not have any right to demand/ claim for jobs, their wages and statutory/ obligations directly with this Institute.
- 41 The contract is subject to the condition that the bidder will comply with all the laws and acts of Central/ State Govt. relating to this contract made applicable from time to time.
- 42 In case of regularly deputed personnel not reporting for duty, the service provider shall depute some other similar personnel for performance of duty failing which penalty as deemed fit will be taken.
- 43 The personnel provided shall be under the direct control and supervision of the Contractor/ Agency. However, they shall comply with the oral and written instructions given on day to day basis by the Officer(s) authorized by the IISS from time to time. They will be bound by office timings, duty, placement, locations etc. as decided by the IISS.
- 44 RISK CLAUSES:** IISS reserves the right to discontinue the services at any time, if the services are found unsatisfactorily by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit of pending bills or by raising a separate claim.

- 45 LOSS AND/OR DAMAGES:** In case of any lose or damage done to the property of the IISS by the personnel provided by the agency for Horticulture services, full damages will be recovered from the Agency and decision of the competent authority of IISS shall be binding on agency.
- 46 Contractor is responsible for payment of EPF, ESI of the workers deployed by him and service tax as applicable and maintain all records/ registers as mentioned in labour acts/laws for inspections by the concerned government officers.
- 47 PENALTY CLAUSE:-** In case of non satisfactory service, a penalty of minimum Rs.1000/- per day, maximum 10% of bill value, shall be imposed. If the quality of service is not rectified to be satisfactory within 7 days, 50% of performance security deposit shall be forfeited and the contract shall be liable to be terminated without any further notice. Also if the firm does not observe the minimum wages, ESI, EPF and other statutory liabilities as prescribed by law, the whole security deposit shall be forfeited and the contract will be terminated immediately.

TENDER FOR ANNUAL JOB CONTRACT OF HORTICULTURAL SERVICES
AT IISS, BHOPAL

From
Full Name and address of the tenderer in
addition to address and other relevant information
needed for the complete Address:-

Telephone No. (Landline & Mobile)
Telegraphic Address

To
The Administrative Officer
Indian Institute of Soil Science
Nabibagh, Berasia Road
Bhopal-462 038

Sir,

I/we have read all the particulars regarding the general information and other terms and conditions of the contract for providing Horticultural Services at Indian Institute of Soil Science, Nabibagh, Berasia Road, Bhopal-38 and agree to provide the services as detailed in schedule herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in Annexure II to this tender and I/we agree to hold this offer open till 90 days. I/ we shall be bound by a communication acceptance dispatched within the prescribed time.

2. I/we have understood the terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.

3. The following pages have been added to and form a part of this Tender_____ . The Annexure I, II, III and IV to accompany this tender are at page Nos._____.

4. Every page so attached with this tender bears my signature and the official seal.

5. Pay Order/Demand Draft No._____ of Rs._____ drawn in favour of **ICAR Unit- IISS, Bhopal** and payable at Bhopal is enclosed as earnest money as required.

Signature & Seal of Tenderer with date _____
Address _____
Name & Signature of witness _____
Address _____

Schedule to tender**PART-I**

1.	Name of Agency/Firm a. Indian Companies Act 1956 b. Indian Partnership Act, 1932: (Please give names of partners)	
2.	Constitution of the Firm/Agency Any other Act, if Not, the owner	
3.	a.) For partnership firm whether registered under „The Indian Partnership Act, 1932“, please state further whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender. b.) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firms authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration. c.) If answer to point (a) or point (b) is in the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be.	
4.	Name and Full Address of the Bankers	
5.	Earnest Money: Rs. 30,000/- in favour of ICAR Unit-IISS, Bhopal Date..... Issuing Bank :	Draft No.
6.	Registration certificate of the firm under work contract of the Govt.	
7.	ESI Number certificate of the firm issued by appropriate authority.	
8.	EPF Number certificate of the firm issued by appropriate authority.	
9.	Service Tax Registration certificate of the firm issued by appropriate authority.	
10.	PAN Number Certificate of the firm	
11.	The Agency/firm must have a registration with the Contract Labour Regulation and Abolition) Act.1970.The contractor shall obtain the labour licence under this act.	
12.	Experience of the firm of last 3 years in the field of providing such services in Central Govt. Establishments/Autonomous bodies of Govt./Corporation of Govt. of India/reputed public or private organizations	
13.	Latest ESI/EPF Challan for ascertaining the number of workers has to be attached.	
14.	Bank Solvency certificate for Rs. 10.00 Lakh or more to be attached.	
15.	Minimum turnover of the firm not less than Rs. 25.00 Lakh in each of the last three years. Certified Balance Sheet of the firm/agency for last year of the service contract by the chartered accountant.	
16.	List of other clients	

Name and address of the firm's representatives _____:

And whether the firm would be represented at the Time of opening of the tenders _____:

Dated:- _____

Place:- _____

All the above information must be accompanied with the certified copies of the documents.

PART-II

TENDERS FOR THE CONTRACT OF PROVIDING ANNUAL JOB CONTRACT FOR HORTICULTURE SERVICES AT
IISS BHOPAL

From,
To,

Full Name & Address of the Tenderer in addition to Post Box No., if any. should be quoted in all communications to this Office	
Telephone No. Telegraphic Address/FAX/Cellular No.:	
E-Mail address	

The Administrative Officer
Indian Institute of Soil Science
Nabibagh, Berasia Road
Bhopal-426 038

Sir,

I/ We have read all the particulars regarding the General information and other terms and conditions of the contract for THE ANNUAL JOB CONTRACT of PROVIDING ANNUAL JOB CONTRACT FOR HORTICULTURE SERVICES AT IISS BHOPAL and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in Schedule-I to this Tender and I/we agree to hold this offer open till 90 days. The rates quoted will be valid for a period of one year in the event of award of the Contract. I/We shall be bound by a communication acceptance dispatched within the prescribed time

2. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
3. The following pages have been added to and form a part of this Tender _____ The Schedules I & II to accompany this Tender are at pages_____.
4. Every page so attached with this Tender bears my signature and the office seal.
5. Pay order / DD No. _____ of Rs. _____ drawn in favour of ICAR UNIT-IISS Bhopal and payable at _____ is enclosed as earnest money required.

Yours faithfully

Signature & Seal of the Tenderer
Address (Office)

Witness
Occupation -
Signature of witness to contractor's signature
Address:
Name & Signature of Witness:
Address:

ANNEXURE-IV

CHECKLIST OF DOCUMENTS SUBMITTED

S. No.	Documents to be submitted	Submitted	Not Submitted	Remarks
1.	Details of EMD deposited			
2.	Details of Cost of bidding document			
3.	Copy of Registration of firms			
4.	Copy of Registration Certificate of EPF			
5.	Copy of Registration Certificate of ESI			
6.	Copy of Labour license			
7.	Copy of Income Tax Return for last 2 years			
8.	Copy of Service Tax Registration			
9.	Copy of PAN/TAN Card			
10.	List of clients indicating quantum of work executed with them			
11.	Last 2 years audited statement from Chartered Accountant			
12.	Bank Solvency Certificate of more than 10 Lakhs.			

Detail of the Minimum 3 years experience /work done

S. No.	Name of Client Deptt. / Organisation & Name of Contact person with Ph. No.	Period		No. of staff	Remarks
		From	To		
1.					
2.					
3.					

**Authorized Signatory
Full Name of Bidder with Address & Date**

EMD refund request form

(To be printed on company/firm's letter head)

From

M/s

To,

The Director
Indian Institute of Soil Science
Nabibagh, Berasia Road,
Bhopal-462 038

Sub:- Request for refund of EMD deposited for Tender No 2-26/2014-15/Hort./IISS due On 13.1.2015

Sir,

I/We request you that EMD deposited by me/us against the tender No. 2-26/2014-15/Hort./IISS due On 13.1.2015 vide DD No _____ dt _____ for Rs.30000/- for providing ANNUAL JOB CONTRACT FOR HORTICULTURE SERVICES AT IISS BHOPAL may kindly be refunded.

Yours faithfully,

(Signature & Seal)

For M/s

Pre-Receipt

Received Rs. 30000/- (Rupees Thirty Thousand Only) from Director, Indian Institute of Soil Science, Bhopal towards refund of EMD deposited against -2-26/2014-15/Hort./IISS due on 13.1.2015 for annual job contract services.

Rs.1/- Revenue stamp

Signature

With affixing Re.1/- revenue stamp

* Please note without revenue stamp EMD will not be refunded

E-Payment

FORM FOR SUBMISSION DETAILS FOR PAYMENT OF BILLS THROUGH
E-PAYMENT

1-	[Vendor Name] ; [Vendor Name] Name of the Vendor in Capital Letters	
2-	[Vendor Address] Address in Capital Letters	
3-	[Bank IFSC Code] Bank IFSC Code	
4-	[Bank Branch Name & Address] Bank Branch Name & Address	
5-	[Bank Account No.] Bank Account No.	
6-	[Vendor Mobile Number] Mobile Number of Vendor	

Please get the above details verified from your bankers.

Bank Certificate

I hereby certify that the information at S.No. 1 to 5 are correct.

Certified that the information at S.No. 1 to 5 are correct.

[Signature]
Sign of branch manager with seal

[Signature] @ @

Undertaking

1. I, _____ son/ daughter/ wife of
Shri _____
_____ Proprietor/Director/authorized signatory of the Company/Firm
mentioned above, is competent to sign this declaration and execute
this tender document.
2. I have carefully read and understood all the terms and conditions
of the tender and undertake to abide to them.
3. The information/documents furnished along with the above tender
form are true and authentic to the best of my knowledge and
belief. I am well aware of the fact that furnishing of any false
information/ fabricated document would lead to rejection of my
tender at any stage besides liabilities towards prosecution under
appropriate law.

Place :

Date:

**Signature & Name of the authorized
Signatory with Seal of the Firm**