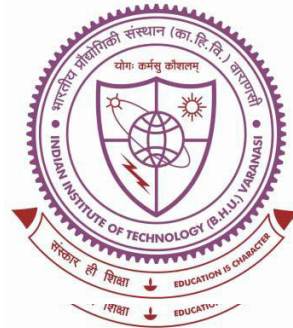


Tender
for
HORTICULTURE/GARDENING SERVICES
at

Indian Institute of Technology (BHU)

NIT No.	:	IIT(BHU)/ Admin/2018-19/2
NIT Issue Date	:	1 st December, 2018
Pre-Bid Meeting	:	15 th December,2018 at 04:00 PM
Last Date of Bid Submission	:	22 nd December, 2018 by 03:00 PM



Indian Institute of Technology (Banaras Hindu University)
Varanasi - 221005 (UP) India
Tele: 0542-2367780, email: registrar@itbhu.ac.in
Website: www.iitbhu.ac.in

Signature (in ink, with date) and Seal of Bidder/Tenderer

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Tender for Horticulture/Gardening Services at Indian Institute of Technology (BHU)

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SECTION - I

NOTICE INVITING TENDER

No. IIT (BHU)/Admin/2018-19/2

Dated: 01.12.2018

Sealed Bids are invited under Two Bid systems (Part- I: Technical Bid and Part -II: Price Bid) from eligible agencies meeting the eligibility criteria as mentioned in section III (Evaluation of Technical Bids) of this Tender Document for **Gardening/Horticulture Services in the Hostels, Road sides and Departments/Units of the Institute**, to be carried out using equipments, gadgets and trained manpower.

Such Agencies must be holding valid licenses under Contract Labour (Regulation & Abolition) Act, 1970 and must be registered with EPFO, ESIC, and Goods & Service Tax (GST) as well as Income Tax Dept.

Tender document can be downloaded from our website www.iitbhu.ac.in. Tender carries a non-refundable Tender Processing Fee of 5000.00 (plus 18% GST) to be paid through a Demand Draft drawn on any scheduled commercial bank in India in favour of " Registrar, IIT (BHU)" payable at Varanasi.

Publication of Tender	1 st December, 2018
Date of Pre Bid Meeting:	15 th December, 2018 at 04:00 PM
Last date and time for submission of Bid:	22 nd December, 2018 by 03:00 PM
Date & Time of Bid Opening (Technical bids):	22 nd December, 2018 at 5.00 pm
Opening of Financial Bid:	To be notified separately on the Institute website as well as to the technically qualified bidders.
Earnest Money Deposit (EMD) (Non-Interest Bearing)	2.00 Lakhs
Bids shall be addressed and sent to:	The Registrar, Indian Institute of Technology (BHU), Varanasi

IMPORTANT: For Updates/Corrigendum/Amendment, if any, the prospective bidders are advised to visit the Institute website regularly, as any subsequent Updates/Corrigendum/Amendment will be announced on the Institute website only.

SECTION - II

A.SCOPE OF WORK:

1. In brief the job function is to provide gardening /horticulture services in IIT (BHU) premises **(at specified locations) which includes but not limited to maintenance and development of gardens, flower beds, lawns, tree plantations and landscaping** using equipments, gadgets and trained manpower.
2. The Institute through its authorized representative, reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out in the Institute by others and such alterations and variations shall not violate this contract.

B.DEPLOYMENT OF WORKERS, SUPERVISION OF WORK, AND PERFORMANCE:

1. The work of gardening services shall be required on all days in a month irrespective of holidays and the manpower deployed for this work should be prepared to work in shifts as may be required.
2. Besides, daily routine, the service provider may be required to perform the task at specific locations, if required.
3. The Service Provider has to ensure proper attendance and weekly off of the manpower deployed. The Service Provider shall be fully responsible for prevalent labour contract laws for the manpower deployed and ensure that this does not become an excuse in effective daily routine service.
4. It will be the responsibility of the Service Provider to arrange a suitable substitute of manpower in time. The Service Provider shall provide replacement of personnel, in case of absenteeism, casual/sick leave, etc., so as to ensure full staff at all time. In case of absence/leave by any particular person, the Service Provider shall make alternate arrangement immediately, failing which a penalty, which may extend up to wages at double the rates may be deducted per day per person of absence.
5. The services of the Service Provider should be made available on all days on six-day week basis irrespective of holidays and on Sundays.
6. The Service Provider will be required to depute one of its representatives as may be needed to supervise and guide the workers for proper execution of the work as per directions/instructions laid out by of the Officer-in-charge/Committee nominated by Institute to administer the contract.
7. **Verification of character and antecedents:** The persons deployed for work should not be involved in any police case. Police verification certificate for the persons

deployed for work has to be submitted by the Service Provider. A verification report in respect of all the personnel of Service Provider from the concerned police Station of concerned residential areas should be submitted and also list of employed manpower with bio-data, photograph, address and phone number of each person posted to the Institute along with thumb impression should be handed over to the designated officer of IIT (BHU). Any changes should be reported immediately.

9. **Medical Examination:** The personnel deployed shall undergo medical examination at the expense of the Service Provider to ensure that they are free from any communicable diseases and medical examination certificate to be furnished as and when called for by the Institute.
10. The Service Provider's Supervisor shall maintain Daily Attendance Registers to keep record of personnel on duty.
11. The workers must maintain highest discipline and behave politely with the faculty, staff, students and guests. They should not argue with anyone. The persons deployed by the Service Provider should be reliable, trust worthy, alert, honest and efficient.
12. The workers should maintain personal hygiene and wear prescribed uniform while on duty.
13. If in the opinion of the Institute authorities, the performance of any of the persons deployed is not satisfactory or he/she is not amenable to discipline or their behavior is not conducive to retain them for the work, he/she should be replaced immediately. In case of any complaint or any unwarranted behaviour of the worker, he/she should be replaced with immediate effect after receipt of intimation from the Institute.
14. The Service Provider or his representative should remain in touch with the Administrative Section/concerned officer-in-charge/committee, if he needs any instruction(s).
15. The representative of the Service Provider shall be responsible to coordinate, record daily attendance, grant of weekly off, discipline, execute the work promptly and effectively, interact with office-in-charge for the day to day work.

SECTION III

INSTRUCTIONS TO TENDERERS/BIDDERS

Failure to comply with any of the instructions laid down herein renders the bid invalid. All the enclosures/documents as sought will have to be submitted along with Part-I or Part-II of the bid. Enclosure/document not submitted along with Part-I or Part-II of the bid will not be accepted later .

1. **Submission of Bid:** Bid should be submitted in two parts viz., Part-I (Technical Bid) and Part-II (Financial Bid).
2. **Part-I: Technical Bid** should contain duly filled up **ANNEXURE-I (CHECKLIST), ANNEXURE-II, ANNEXURE-III, ANNEXURE-IV, ANNEXURE-V, ANNEXURE-V-A, ANNEXURE-VI and ANNEXURE-VII.**
3. **Part-II: Financial Bid** must be submitted in the format as per **ANNEXURE-VIII and ANNEXURE-IX.**
4. **Tender processing fee:** The Tender Processing fee should be submitted in the form of a Demand Draft/Banker's cheque for **5000 (Rupees Five Thousand only)[plus 18% GST]** drawn in favour of "Registrar, IIT (BHU)", payable at Varanasi and submitted along with the Bid. **"No other mode of remittance of fee will be accepted"**. Bid not accompanied by processing fee stands automatically rejected.
5. **EMD:** EMD of **2,00,000/- (Rupees Two lakh only)** should be submitted along with the bid. The EMD is to be furnished only in the form of DD/Banker's cheque from any schedule bank drawn in favour of "Registrar, IIT (BHU)", payable at Varanasi. EMD in any other form will not be accepted as a valid EMD. In respect of the successful bidder, this EMD will be returned on receipt of Security Deposit. EMD submitted by other bidders will be returned after finalization of the contract. Bids received without valid EMD stand automatically rejected.
6. Tender Processing Fee must be submitted separately in the form of Demand Draft and it should not be clubbed with EMD. Tender Processing Fee is non-refundable in any case.
7. Only firms with valid NSIC registration for supplying skilled, semi-skilled and unskilled manpower are exempted from payment of Tender Processing Fee & EMD. **Others are not exempt from payment of Tender Processing Fee & EMD.**
8. **Envelopes:** Duly signed Part-I and Part-II should be kept in separate sealed envelopes. **The sealed Envelope-I for Part-I** will comprise of:
 - a) **Envelope-I(A):** It should be super-scribed as **"Bid for Gardening/Horticulture services at IIT (BHU) - (Technical Bid)"**. It should contain the Technical Bid along with Annexure I to Annexure-VII.
 - b) **Envelope-I (B):** It should contain Tender Processing Fee.

- c) **Envelope-I (C):** It should contain Earnest Money Deposit (EMD).
- b) **Envelope-II:** The cover for Part-II should be super-scribed as “**Gardening/Horticulture services at IIT (BHU)- Part-II (Price Bid)**”. It should contain the Technical Bid along with Annexure VII to Annexure-IX.

All the four covers should be kept in a big single sealed cover super-scribed as “**Tender for Gardening/Horticulture services in IIT (BHU)**”. Failure to comply with this instruction renders the tender/bid automatically disqualified.

9. **Security Deposit:** For ensuring due performance of obligations during the validity period of the contract, the successful bidder shall have to deposit Rs. **5,00,000 (Rupees Five Lakh only) or 25 % of the proposed gross annual value of the bid, whichever is higher** as Security Deposit which will be free of interest, immediately after commencement of the contract. This security deposit is to be furnished in the form of Bank Guarantee as per the format furnished by the Institute, preferably from any of the Nationalized Banks or SBI. The security deposit will be forfeited in case of the breach of contract at any stage during the period of the contract. After successful completion of the contract, the security deposit will be refunded within 90 days after adjusting dues, if any, by the IIT (BHU) from the Service Provider.
10. **General terms and conditions:** The bidder should read the ‘General Terms and Conditions’ of the IIT (BHU) annexed hereto and give their acceptance. The bidder is advised to visit the IIT (BHU) on any working day between 10:00 hrs and 17:00 hrs to assess the nature and quantum of work before bidding.
11. **Filling tender forms:** The tender should be clearly filled or typed and signed in ink legibly giving full address of the bidder. All the pages of the bid document must be ink signed with date. The bidder should quote in figures as well as in words the amount bid by him. Alteration if any, unless legibly attested by the bidder with his full signature shall invalidate the bid. The bid should be duly signed by the authorized persons. In case, there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.
12. **Alterations, etc.:** The bidder should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left. All the enclosures should be submitted in Envelope-I or Envelope-II as the case may be and **no opportunity will be given to submit any document later.**
13. **Invalidation of bid:** Failure to fulfill any of the conditions laid down in the Tender document renders the Bid invalid.

PART - I (TECHNICAL BID)

Technical Bid comprises ANNEXURE-I (CHECKLIST), ANNEXURE-II, ANNEXURE-III, ANNEXURE-IV, ANNEXURE-V, ANNEXURE-V-A, ANNEXURE-VI and ANNEXURE-VII. It should be submitted in the prescribed format.

Eligibility Criteria:

1. The bids submitted by the bidders will be evaluated as per below:
 - (i). The bidder firm must be a legally valid identity i.e. a Proprietary /Partnership Firm/ Limited Company/ Society legally constituted or registered under the relevant Act (Enclose a self - attested copy of the registration certificate/ relevant document).
 - (ii). Must have a valid license for supply of manpower to the organisations/ institutions under Contract Labour (Regulation & Abolition) Act - 1970. The license must be valid as on 30.11.2018 (Enclose self-attested copy of the document).
 - (iii). The bidder must have at least 5 years' experience of providing Horticulture and Gardening services to organization (to be considered from the date of registration, supported by relevant documents).
 - (iv). Must be registered with Employees' Provident Fund Organisation (EPFO), Employees' State Insurance Corporation, and such other Tax Authorities as Income Tax, Goods & Services Tax (GST) [Enclose copies of registrations such as EPFO, ESIC, GST, PAN etc.].
2. Must have an average Annual Turnover of **200.00 Lakhs or above** in each of the preceding three (03) financial years (2015-16, 2016-17 and 2017-18), in the books of account, *from the work of similar nature (i.e Horticulture /Gardening services)*. Specific certificate regarding the Turn Over from the *Horticulture /Gardening services* are required to be furnished from the Chartered Accountant Firm which had undertaken Audit of the bidder during these three financial years.
3. Certificates of satisfactory performance from at least two Government departments/ PSUs/ Government Autonomous Institutions for the last three years 2015-16, 2016-17 and 2017-18. The certificates must have been issued on the letter head of the organization clearly indicating the duration of contract, details of manpower, *services provided* and performance. **Please note that copies of work-orders and agreements shall not be considered for this purpose.**
4. The Bidders should have undertaken/completed the following work for supply of manpower in the last 3 years (2015-16, 2016-17 and 2017-18):

- (i). One work order for *Horticulture/Gardening services* of value not less than 50.00 Lakhs per annum in the last 3 financial years (2015-16, 2016-17 and 2017-18).

OR

Two work orders for *Horticulture/Gardening services* each of value not less than 30.00 Lakhs per annum in the last 3 financial years (2015-16, 2016-17 and 2017-18).

OR

Three work orders for *Horticulture/Gardening services* each of value not less than 20.00 Lakhs per annum in the last 3 financial years (2015-16, 2016-17 and 2017-18).

Note:

- (i). The work executed in the own name of the bidder only will be considered for meeting the eligibility criteria.
- (ii). Experience prior to 01.04.2013 and later than 30.11.2018 will not be considered as experience.
- (iii). **Certificate of Experience:** The Bidder must produce certificate of experience from the clients. The certificate should clearly mention the following details:

<i>Sl. No.</i>	<i>Description</i>
1	Name of the client and full address
2	Telephone and FAX number of the client
3	Details of work performed
4	Number and type of labour and equipment/ machines
5	Period of work (starting and ending)
6	Value of work completed in Contract for supply of labour

- a. The certificate of experience should be **exclusively** for *Horticulture/Gardening services*.
- b. Certificates for work like loading and unloading, labour for house-keeping, operating labour for factory, labour for shop floor, supply of all types of labour, and the like **WILL NOT BE ACCEPTED**.
- c. Certificates containing the value of contract work and not clearly specifying the value of the work of *Horticulture/Gardening services* completed during the period of contract, **WILL NOT BE ACCEPTED**.
- d. Copy of work order/agreement and/or self-certified certificates **WILL NOT BE ACCEPTED** as certificate of experience. If any document other than certificate of experience is produced,

*such document **WILL NOT BE ACCEPTED AS RELEVANT.** Bids not accompanied by certificate of experience issued by the client **WILL AUTOMATICALLY STAND DISQUALIFIED***

4. An affidavit, in original: Duly certified by a Notary that :

- a) The Partners of the firm or sole proprietor or Company as the case may be, has never been black-listed and the name of the firm or company has not been changed.
- b) That there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be, and that he has never been punished by any Court.
- c) That there are no dues towards income tax as on the date of the affidavit.

5. Signing and sealing of Bidder: Each and every page of the entire Bid Document including its enclosures should be duly signed & **stamped** by the Bidder.

6. Attestation of documents by the Service Provider: All the copies of mandatory documents, except affidavit mentioned at (5) above, submitted by the tenderer should be attested by the Bidder. The affidavit mentioned in (5) should be attested by a Notary Public. Failure to comply with any of these conditions renders the tender/bid automatically disqualified.

7. Production of originals for verification: The bidder may be asked to produce the original documents for verification at any stage of tender process as and when sought for, failing which the bids are liable for disqualification.

PART - II (FINANCIAL-BID)

1. Price bid should be in the format enclosed with tender at ANNEXURE -VIII (Financial Bid).
2. Bidders are required to quote prices for the proposed service clearly mentioning every component separately. An illustrative example is given below:

Sl. No.	Particular	Monthly Cost
1.	Manpower	
2.	EPF	
3.	ESI	

4.	Cost of Hand held Operating Tools (on quarterly/half yearly basis)	
5.	Operating Cost of Mechanized equipment etc (on monthly basis)	
6.	Service Charge*	

The above table is for illustration purpose only. The bidders are advised to clearly indicate complete details of all the items.

***Bidders quoting less than 5.0% Service Charge may not be considered for further evaluation.**

3. Conditional offer will render the tender/bid automatically invalid.
4. The tender should be clearly filled or typed and signed in ink legibly giving full address of the bidder. The Bidder should quote in figures as well as in words the amount bid by him. Alteration, if any, unless legibly attested by the tenderer with his full signature, shall invalidate the bid. The bid should be duly signed by the authorized persons.
5. In case, there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.
6. The bidder should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.
7. Failure to fulfill any of the conditions given above shall render the tender liable for rejection.

Evaluation of Bids:

- a) The Institute will announce the criteria for evaluation of bids on or before the opening of bids. The evaluation criteria may be notified on the Institute website or to the participating bidders.
- b) Bidders quoting less than 5.0% Service Charge may not be considered for further evaluation. The Minimum Service Charge of 5.0% has been arrived at giving consideration to deductions on account of TDS; cost of two sets of uniform, one pair of shoes, stationery, accounting and administrative charges, cost of recruitment process etc. alongwith suitable profit thereafter to the prospective bidders.

This has been decided as the Institute as Principal Employer, has the responsibility to ensure that unduly lower rates of Service Charge will not lead to complaints from workers regarding delay in payment improper reduction in wages seeking

monetary return by the contractor from workers, etc. thereby affecting the performance of the workers.

- d) Details of Expenditure vis-a-vis Service Charges with a view to prevent instances as mentioned above, Bidders have to submit details of estimated Expenditure in the prescribed format along with documentary evidence like estimates in support of expenditure along with the price bid.
- e) The Institute reserves the right to take a view on the reasonability of the rate of Service Charge. The decision of the Institute in this regard shall be final and binding. No representation in this regard will be entertained and replied to.
- f) Bids will be evaluated for compliance with the statutory provisions like Minimum Wages Act, ESI Act, EPF Act, Bonus Act etc. Only those bids that comply with all the applicable statutory provisions and other eligibility conditions mentioned in the Technical Bid, and meeting the requirement as per Evaluation Criteria fixed and notified by the Institute.

In case, the Institute considers that the Service Charge of the bidder, who has quoted the least rate is not feasible such bids shall be treated as non-responsive and other valid quotations shall be evaluated and this process will be iterated till a bid with reasonable Service Charge is found and the work will be awarded to such bidder only. The next or subsequent bidder to be considered for award of contract would be the one who agrees to work at the same rate and is next in the merit of final selection.

SECTION-IV

GENERAL TERMS & CONDITIONS

(Please read the following carefully and give acceptance for the same in the prescribed format and submit it with the Technical Bid).

A. GENERAL INSTRUCTIONS:

1. The bidder submitting bid would be deemed to have inspected the premises, considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
2. **Tenure of Contract:** The contract will be for a period of 1 (one) year initially with a trial period of 3 (three) months. If the services during the trial period are satisfactory, the contract will be renewed for the remaining period of 9 (Nine) months. In case the services during the trial period are not satisfactory, the contract will be terminated with two weeks' notice. The IIT(BHU) may renew/extend the contract to such further period(s), as it may deem proper and in any case not exceeding **5 (five) years** from the date of commencement of work, having regard to the quality and manner of the Service Provider's performance. However, it shall be with consent/written request by the Service Provider in this regard.
3. In case the Service Provider fails in fulfilling the obligations fully and in time, the IIT(BHU) shall have the absolute right to take up the work at the Service Provider's cost and risk and recover any and all such expenses from the amounts due to the Service Provider including Security Deposit. The Institute shall have right to impose penalty commensurate with the fault and amount towards damages if any, shall be recovered from the bill and/or security deposit.
4. Service Provider will be fully responsible for any accident or mishaps involving workers engaged by the Service Provider and the Service Provider should meet the claims. The Service Provider shall indemnify the IIT (BHU) from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the Service Provider. The Service Provider will fully indemnify IIT (BHU) against all claims in this regard.
5. The Service Provider shall abide by all laws and regulations and statutory obligations in force from time to time including labour laws and shall indemnify the IIT (BHU) from any claims in this regard.

6. It will be the sole responsibility of the Service Provider to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract:
 - (i). Employment of Children Act
 - (ii). Workmen compensation Act
 - (iii). Contract Labour (Regulation & Abolition) Act 1970.
 - (iv). Minimum Wages Act
 - (v). Employees Provident Funds & Miscellaneous Provisions Act
 - (vi). Employees State Insurance Act
 - (vii). Payment of Bonus Act
 - (viii). Any other act or legislation as may be in force from time to time.
7. The Service Provider shall comply with all the statutory provisions and will be responsible for any prosecution or liability arising from breach of any of those laws. The IIT (BHU) will not have any responsibility with regard to staff deployed by the Service Provider what so ever.
8. Any liability arising on the IIT (BHU) shall be deducted from the bills of the Service Provider and if the full amount is not recovered then the same shall be recovered from the security deposit of the Service Provider. There would be no liabilities towards the workers of the Service Provider by the IIT (BHU).
9. In case of items/fixtures of the Institute are stolen/broken due to the fault of the contract personnel, either the penalties to recover the cost shall be imposed or the Service Provider shall have a choice to replace these fixtures of the same quality & under approval from nodal officer appointed by the Director of the IIT (BHU).
10. **Modification of specification of work:** IIT (BHU) reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out in the Institute by others and such alterations and variations shall not violate this contract.
11. The Service Provider is required to post his authorized representative at the site of the work who shall receive the instructions from the Officer (to be nominated by the Director of the Institute) from time to time. All such instructions received by the authorized representative on behalf of the Service Provider shall be deemed to have been received by the Service Provider within the scope of this work order.
12. In the event of the Service Provider failing to execute the work under contract in whole or in part an alternative arrangement will be made by the IIT (BHU) totally at the cost & risk of Service Provider besides any suitable fine /penalty.
13. The Service Provider shall be liable to pay compensation for any loss & damage caused to the property of the IIT (BHU) or its Staff Members/Students/Visitors by the Service Provider or his workers.
14. The Service Provider shall be personally responsible for the conduct of his staff and in case of any complaint against any of his staff as regards work, discipline,

attendance or any other matter concerning efficient and smooth functioning; the Service Provider will be under an obligation to change the worker concerned when instructed by IIT(BHU) authority.

15. **The IIT(BHU) reserves the right to terminate the contract without assigning any reason by giving a notice of one month. The Service Provider will also have to serve a notice of equal period, if he wishes to terminate the contract.**
16. **Resolution of disputes:** In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter, the matter shall be referred to the Director, IIT(BHU) or any other officer nominated by the Director, IIT(BHU) for arbitration whose decision shall be final and binding on the parties. The Service Provider agrees that the arbitrator could be an employee of the Institute & shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the Arbitration Act 1996.
17. All letters posted to Service Provider at the address and email given by him will be considered to have been delivered in time.
18. The Service Provider should not be employee of IIT (BHU), Central or State Government, Autonomous Body, or PSU. He should submit a declaration to this effect.
19. The Service Provider and his staff will make their own residential arrangement outside the premises of the IIT (BHU). No one will be granted permission to stay in the institute premises including Hostel during night or during non-working hours.
20. The Service Provider shall supply all necessary tools required by his personnel for carrying out work. The repairs and maintenance of tools will be borne by the Service Provider.
21. If it is observed at any stage that the quality of the work is not satisfactory, the contract/ work order as a whole may be terminated and Security deposit forfeited. The Service Provider will have no claims what so ever on the IIT (BHU).
22. In case it is found at a later date that the work done is of inferior quality and proper action was not taken at the time of execution of the work, the Service Provider shall remain liable to pay compensation to the Institute for the inferior works as determined by the IIT (BHU) and in case all payments have been made to the Service Provider for this work, this amount may be deducted from any sum due to the Service Provider on any other work within the Institute.
23. **Prohibition of leasing or sub-contracting:** The Service Provider shall not lease or sub-contract the whole or any part of the contract to anybody.
24. That payment on account of enhancement/escalation charges on account of revision in wages and statutory payments like EPF/ESI contributions, any tax only

by the appropriate Govt. (Central/State) from time to time shall be payable by the IIT(BHU) to the Service Provider. No escalation of percentage of Service Provider's Service Charges shall be admissible during the term of the contract.

B. MODIFICATION OF TERMS AND CONDITIONS:

The IIT (BHU) with the consent of the Service Provider may modify terms and conditions of the contract as and when necessary without affecting the basic nature of his contract.

C. SERVICE PROVIDER'S OBLIGATIONS:

- a) **In the event of local problems arising while discharging the functions at IIT (BHU) the Service Provider will deal with them appropriately and he will not bring IIT (BHU) on the scene for such matters.**
- b) **Uniforms:** The successful bidders will provide uniform to his workers as approved by the IIT (BHU) authority while on duty from out of his Service Charges. Two sets of uniforms would have to be provided so that the worker is always with neat and tidy uniform. This will be strictly monitored and penalty may be imposed and deducted from the Service Charges of the Service Provider if the worker is found without uniform and/or not being neat and tidy.
- c) **Identity Cards:** The Service Provider will issue identity cards to his workers/supervisors after getting them verified by the IIT (BHU). Any worker found without identity card will not be permitted to enter the premises. He will post a supervisor at a specific point to receive & manage complaints & instructions.

SECTION - V

This agreement is made at Varanasi on between the **Indian Institute of Technology (Banaras Hindu University), Varanasi** hereinafter to be called the **First Party** through its Director or his representative and M/s hereinafter to be called the **Second Party**.

Whereas the **First Party** is on the lookout for a suitable party for Gardening work in the Hostels, Road sides and Departments/Units of the Institute,.

Whereas M/s hereinafter to be called the **Second Party** on the other part has quoted the rates, agreeable to the First Party, to carry out the work to the satisfaction of the First Party.

Both the parties hereby agree on the terms and conditions set out hereinafter before the witnesses as set forth herein.

1. PERIOD OF CONTRACT:

The contract will be for a period of 1 (one) year initially with a trial period of 3 (three) months. If the services during the trial period are satisfactory, the contract will be renewed for the remaining period of 9 (Nine) months. In case the services during the trial period are not satisfactory, the contract will be terminated with two weeks' notice. The IIT(BHU) may renew/extend the contract to such further period(s), as it may deem proper and in any case not exceeding **5 (five) years** from the date of commencement of work, having regard to the quality and manner of the Service Provider's performance. However, it shall be with consent/written request by the Service Provider in this regard.

However, first party reserves its right to terminate the agreement by giving one month advance notice at any time during currency of the contract if the service of the agency is not satisfactory as per the opinion of first party or its representative.

2. OBLIGATIONS OF THE SECOND PARTY:

- (i). The Second Party shall provide the necessary manpower and machinery/tools for carrying out the work.
- (ii). The Second Party shall maintain the list of all persons engaged by it and direct to work together with a copy of their latest photograph, as per requirement of the First Party at the premises decided by the First Party.
- (iii). The Second Party shall issue identity badge, dress materials, equipments and other necessary articles needed for the entrusted work to all their persons as per the Contract Labour Regulation Act-1970 as amended from time to time and any other law of the land.

- (iv). Only such of the persons of the Second Party as are previously authorized will be allowed entry at the premises of the First Party on production of identity badge.
- (v). The Second Party shall withdraw forthwith the person/persons either suo-motu or as desired by the First Party, if he/they, is/are found no longer desirable to work on the premises of the First Party.
- (vi). In case of requirements of additional manpower, Machines/Tools, the Second Party will provide the required additional manpower, Machines/Tools to the First Party within a fortnight of submission of requirement.
- (vii) The persons deployed for work should not be involved in any police case. Police verification certificate for the persons deployed for work has to be submitted by the Service Provider. A verification report in respect of all the personnel of Service Provider from the concerned police station of concerned residential areas should be submitted and also list of employees with bio-data of each employee posted to the Institute along with photo and thumb impression should be handed over to the designated officer of IIT (BHU). Any changes should be informed immediately.
- (viii) The Second Party shall maintain all records and registers concerning attendance and wages of persons engaged by him as required by the various labour legislations in force from time to time and also ensure that they complies with their requirements in this regard.
- (ix) The Second Party shall carry out supervision/overseeing of persons deployed in the First Party premises. The First Party shall not have any direct control over them. The First Party will have the right and discretion to ensure that work is carried out as per the contract and complete satisfaction of the First Party.
- (x) The Second Party will ensure that these workers remain confined only to the assigned jobs and they should not involve or interfere in any other activities of the First Party.
- (xi) The Second Party will ensure that persons deployed by the Second Party, who have to perform the work shall not join any union or interfere with internal working of the establishments of the First Party.
- (xii) The Second Party will depute one person from its own establishment for monitoring and verification of daily attendance of the workers deployed by the Second Party at the premises of the First Party. The said deputed person will report to the designated officer of the First Party for further conformation on daily basis. Further, such deputed person will be available as and when required for any verification.
- (xiii) The duty hours of the persons deployed shall be as desired by the First Party.
- (xiv) The workers will be allowed for working rest of one day on continuous duty of 6 working days as per the provisions of the Contract Labour (Regulation & Abolition) Act-1970.

The working rest day will be fixed by the Sectional Heads under whose the workers are working, which may be changed from time to time and may be availed with prior sanction of the sectional head.

- (xv) The personnel deployed by the Second party at the premises of the First Party shall not have claim to become employees of the First Party and there will be no Employee and Employer relationship between the personnel engaged by the Second Party for deployment at the First Party.

3. PAYMENT OF WAGES

(i). The payment of wages to the workers engaged by the Second Party for the assigned work shall be the sole responsibility of the Second Party in consideration of the work performed as per the agreement. The First Party shall pay to the Second Party for unskilled and skilled workers as per the orders of the Ministry of Labour, Government of India revised from time to time.

(ii). The payment of wages/allowances/ remuneration and other benefits admissible to persons employed by the Second Party for the job shall be the sole responsibility of the Second Party as their employer under law. The minimum wages payable to the workers deployed by the firm will be as per wages revised from time to time by the Ministry of Labour, Government of India

(iii). The Second Party shall be responsible for the compliance with regard to minimum wages, ESI, PF, Workmen Compensation Act etc. and for payment for any liability (ies) under such acts, and any other law of the land.

(iv). The Second party shall first pay the wages of the month to its workers by 1st week of next month and thereafter submit the monthly bill in duplicate along with necessary verifications/documents and charges for machines/tools/equipment for reimbursement of the same to the First Party. The payment of the same will be made by the First Party after all deductions such as T.D.S., EPF, etc. as per rules, modified from time to time.

(v). Workers engaged will be paid wages as per “Minimum Wages Act 1948” applicable to the Central Government establishments. These rates may be revised subject to approval of the First Party. The Second Party shall be responsible for submission of revised rates from time to time as communicated by competent authority. On revision of minimum wages by the Govt. of India, the Second Party shall be responsible for seeking approval of the revised rates from the First Party alongwith the copy of the order of competent authority for such revision. Any liability arising on account of delay in the same will lie on the Second Party.

(vi) The First party shall pay Service Charges to the Second Party of the total consolidated wages at the time of payment of bill after ensuring necessary statutory deductions.

4. COMPLIANCE OF LAWS OF LAND:

(i) The Second Party shall be solely responsible for compliance of the various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc.

relating to the personnel deployed by it at premises of the First Party or for any accident caused to them and the FIRST PARTY shall not be liable to bear any expense in this regard. The SECOND PARTY shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the FIRST PARTY for whatever reason. The SECOND PARTY shall also be responsible for the insurance of its personnel. The SECOND PARTY shall specifically ensure compliance of various Laws / Acts in force, 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 Contract Labour (Regulation) Act, 1970
- (d) The Payment of Bonus Act, 1965
- (e) The Payment of Gratuity Act, 1972
- (f) The Employees State Insurance Act, 1948
- (g) The Employment of Children Act, 1938
- (h) The Motor Vehicle Act, 1988
- (i) Minimum Wages Act, 1948
- (j) The Industrial Disputes Act 1947
- (k) The Industrial Employment (Standing Orders) Act 1946
- (l) Pollution Control and Environment Protection Laws in force from time to time

(ii). The Second Party shall obtain a license from the Labour Department of the Govt. of India of the region under the Contract Labour (Regulation & Abolition) Act-1970 and shall also have a separate ESI, EPF, Code number and shall be responsible to cover all their employees under ESI and EPF Acts. EPF and ESI will be paid by the First Party alongwith the first month bill and subsequently the same will be paid on monthly basis alongwith the bill only if deposit challan along with Electronic Challan Cum Receipt (ECR) issued by the Employees Provident Fund Organisation (EPFO) of the previous month is enclosed along with the bill. Any liability arising on account of the delay in same will lie solely on the Second Party.

(iii). The Second Party shall be legally liable and responsible for any contravention of any legal requirement and consequent liability with regard to persons deployed by him in connection with the work assigned to him by the First Party.

(iv). In the event of the contract not being performed or carried out to the satisfaction of the First Party, the First Party will be at liberty to terminate this agreement without any notice and/or compensation in lieu thereof.

5. PERFORMANCE SECURITY:

The Second Party will have to deposit a security of **Rs. 5,00,000 (Rupees Five Lakh only) or 25 % of the proposed gross annual value of the bid, whichever is higher** in the form of F.D.R./Bank Guarantee in favour of "Registrar, IIT (BHU)", Varanasi. The performance security shall be released only after 90 days of completion of the contract or otherwise and if there is no recoverable from the Second Party. The amount shall be interest free in the form of security deposit for due and complete performance of the terms & conditions of

this license. The said performance bank guarantee shall be valid for the period of license under the agreement. This security money will be refunded after three month of expiry of contract or its termination. The First Party shall be entitled to adjust any claim/ penalty/ due amount from the said security deposit.

6. MISCELLANEOUS:

(i). In case any damage is caused to the property or products of the First Party by the persons engaged by the Second Party under this contract or if any instance of theft takes place owing to the involvement of the persons or otherwise, the Second Party shall reimburse the cost of such damage to the First Party suitably.

(ii). The Second Party shall obtain proper license as required under the law and will be responsible for any violation of rules and regulations governing the same. Soon after, the job is completed; the Second Party shall take all the persons deployed by him from the premises of the First Party.

7. The Second Party shall be bound to provide full support and help in extinguishing any fire that breaks out anywhere. In case, if it is due to mishandling or any other reasons by any person deployed by Second Party, the full damage will be recovered from the Second Party.

8. All correspondence pertaining to this contract shall be addressed to the authorized representative of the First Party

9. In the case of any dispute the decision of the Director of the Institute shall be final and binding on both the parties. All disputes and differences between both the parties shall be settled amicably and between the parties. In case disputes still presents, the same shall be referred to the sole arbitrator to be appointed by the Director of the FIRST PARTY in consideration with the SECOND PARTY. The provision of the Arbitration And Conciliation Act, 1996 shall apply to the arbitration.

10. All the litigations will be subject to the jurisdiction of courts at Varanasi.

11. The Second Party shall be responsible for any accident/death during deployment of all the workers by the Second Party at the premises of the First Party or outside the premises for the work of First Party.

All the documents submitted during the process of tendering by the Second Party including the Tender Document issued by the First Party for the purpose, shall be presumed to form the part of the Agreement.

M/s

for and on behalf

**Indian Institute of Technology
(Banaras Hindu University) Varanasi**

Second Party

First Party

Contractor

1. Witness:

- (a) Signature
- (b) Name
- (c) Address
-

2. Witness:

- (a) Signature
- (b) Name
- (c) Address
-

1. Witness:

- (a)Signature.....
- (b)Name.....
- (c)Address.....
-

2. Witness:

- (a)Signature.....
- (b)Name.....
- (c)Address.....
-

**SECTION - VI
FORMATS**

ANNEXURE-I

**<Company Letterhead of Bidder/Tenderer>
CHECKLIST**

[NOTE: Checklist to be answered by the bidder by writing YES or NO in the box given. If any of the questions is not applicable, please mention as “Not Applicable (NA)”]

Sl. No.	Description	Yes/No	Enclosure No. / Page No.
1	Tender Processing Fee of Rs.5,000 (plus 18 % GST) in favour of “Registrar, IIT(BHU)”, in form of Demand Draft in separate envelope marked as Tender Processing Fee.		
2	Earnest Money Deposit (EMD) of Rs.2.00 Lakh in favour of “Registrar, IIT(BHU)”, in form of Demand Draft/Banker’s Cheque in separate envelope marked as EMD.		
3	<p>Technical Bid in separate envelope contains:</p> <p>(i). The bidder firm must be a legally valid identity i.e. a Proprietary / Partnership Firm/ Limited Company/ Society legally constituted or registered under the relevant Act (Enclose a self - attested copy of the registration certificate/ relevant document).</p> <p>(ii). Must have a valid license for supply of manpower to the organisations/ institutions under Contract Labour (Regulation & Abolition) Act - 1970. The license must be valid as on 30.11.2018 (Enclose self-attested copy of the document).</p> <p>(iii). The bidder must have at least 5 years’ experience of gardening/horticulture services (Experience prior to 01.04.2013 and later than 30.11.2018 will not be considered)</p> <p>(iv). Must be registered with Employees’ Provident Fund Organisation (EPFO), Employees’ State Insurance Corporation, and such other Tax Authorities as Income Tax, Goods & Services Tax (GST) [Enclose copies of registrations such as EPFO, ESIC, GST, PAN etc.].</p>		

	(v). Annual Turnover of 200.00 Lakhs or above in each of the preceeding three (03) financial years (2015-16, 2016-17 and 2017-18), in the books of account, from the work of <i>Horticulture and Gardening or similar work</i> . Specific certificate regarding the Turn Over from the <i>Horticulture and Gardening or similar work</i> are required to be furnished from the Chartered Accountant Firm which had undertaken Audit of the bidder during these three financial years		
	(vi). The Bidder must produce certificate of experience from the clients.		
	(vii). Affidavit for non black-listing and the name of the firm or company has not been changed. AND That there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be, and that he has never been punished by any Hon'ble Court. AND That there are no dues towards income tax as on the date of the affidavit.		
	(viii). Each and every page of the entire Bid Document including its enclosures should be duly signed & stamped by the Bidder		
4	Financial Bid in separate envelope contains should be in the format enclosed with tender at ANNEXURE -VIII (Financial Bid).		
5	Valid NSIC registration certificate if exempted for Tender Fee & EMD.		

Signature (with date) & seal of Bidder/Tenderer

< Company Letterhead of Bidder/Tenderer>**Documents/details to be mandatorily submitted:-**

<i>Sl.No.</i>	<i>Particulars</i>	<i>Details/ Registration No</i>	<i>Enclosure No.</i>	<i>Page No.</i>
1	Name of registered contractor/Firm/Company/Co-operative Society (with Proof of Registration)			
2	Permanent Address & Telephone No.			
3	Full Postal Address, Telephone/Fax No., E-mail:			
4	EMD Details			
6	Proof of Annual turnover			
7	Details of Name of the bank, address, account number, IFSC code of the Bidder.			
8	An affidavit in original duly certified by a Notary regarding the following: a) That the Partners of the firm or sole Proprietor or Company has never been black listed or changed the name of the firm. b) that the Partners of the firm or sole Proprietor or Company is/are not involved in any Police Case/ Vigilance enquiry pending or ever been punished by any Hon'ble Court. c) That there is no due towards income tax as on the date of the affidavit			
10	Photo copy of PAN			
11	Photo copy of TAN/TIN			
12	Photo copy of GST Registration Certificate			
13	Photo copy of Professional Tax Registration			
14	Photo copy of a valid License issued by the Central Labour Department under Labour Registration Act.			
15	Photo copy of ESIC Registration certificate			
16	Photo copy of EPF Registration certificate			
16	Any other relevant information			

Signature (with date) & seal of Bidder/Tenderer

ANNEXURE-III

< Company Letterhead of Bidder/Tenderer> Organisational structure of the Bidder Firm

Enclosure
No.

- 1) Name of the firm :
- 2) Address :
- 3) Head of Organisation :
- 4) Registration No. (Copy to be enclosed) :
- 5) a. Place and year of Incorporation of the firm :
- b. Number of years of experience of Similar work :
- 6) Name & qualification of the Chief Executive of the firm :
- 7) Constitution of the firm (Pvt. Ltd., Public, Proprietary) :
- 8) Contact Person Name :
Phone :
Fax :
Email :
Cell Phone :

Signature (with date) & seal of Bidder/Tenderer

ANNEXURE-IV

< Company Letterhead of Bidder/Tenderer > Financial Information

- 1) Annual Turn-over for the last 3 year:

Sl. No.	Year	Turn Over (Rs. in crore)	Remarks	Enclosure No.
1.	2015-16			
2.	2016-17			
3.	2017-18			

Copies of Audited balance sheet of the last 3 years (2015-16 , 2016 -17 and 2017-18) are required to be enclosed.

- 2) Permanent Account No. (PAN) :
- 3) Tax Identification No. (TIN) :
- 4) Goods & Services Tax Registration No. :
- 5) Income Tax Return Certificate :
(Enclose copies for the last three years)
- 6) Whether any legal cases specific for supply :
of manpower and/or services against the
firm during the last five years, Please
furnish Details.

Signature (with date) & seal of Bidder/Tenderer

ANNEXURE-V

< Company Letterhead of Bidder/Tenderer >
Details of gardening/horticulture services, each with an outlay of 75 Lakh or more in the
last 3 Years (2014-15, 2015-16, 2016-17)

(Enclose satisfactory completion certificate and date of completion from the competent authority of concerned department/organization as per ANNEXURE- V-A. Supporting documentary proof such as Payment details, Bank statement, TDS certificate will also be required to be furnished.)

Sl. No.	Year	Name of the client	Nature of Organisation (Govt./Semi-Govt./Central or State/Autonomous Body/PSU/Private Organisation/Co-operative Society)	Description of work	Reference No.	Value of Contract (Rs. in Lakh)	Period of Contract	Certificate of Experiences in ANNEXURE - V-A	Enclosure No.
1.	2015-16								
2.	2016-17								
3.	2017-18								

Signature (with date) & seal of Bidder/Tenderer

ANNEXURE-V-A

<On the Letterhead of the Organisation where work of gardening/horticulture services has been made in the last three years>
Certificate of Satisfactory Performance from Organisations

This is to certify that M/s <Name & Address of the firm> has performed/completed the work of gardening/horticulture services to this organization as per details given below:

1. Description of Work :
2. Nature of services provided provided:

Sl. No.	Year	Nature of services
1.	2015-16	
2.	2016-17	
3.	2017-18	

3. Annual Value of Contract:
4. Period of Contract:
5. Performance of Work:
6. (a). Whether any penalty imposed? : YES /NO
(b). If YES, details thereof : _____

Authorised Signature & Seal of Organisation

< Company Letterhead of Bidder/Tenderer >
AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING FROM
TAKING PART IN GOVT.TENDER BY DOT/GOVT. DEPT

(To be executed on Rs.100/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I / We Proprietor/ Partner(s)/ Director(s) of M/S.----- hereby declare that the firm/company namely M/S.----- has not been blacklisted or debarred/ no Police Case or Vigilance enquiry pending or ever been punished by any Hon'ble Court/ no due towards income tax as on the date of the affidavit in the past by IIT(BHU), Varanasi or any other Government organization from taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- hereby declare that the firm/company namely M/S.----- was blacklisted or debarred/ no Police Case or Vigilance enquiry pending or ever been punished by any Hon'ble Court/ no due towards income tax as on the date of the affidavit by IIT(BHU), Varanasi, or any other Government Department from taking part in Government tenders for a period of ----- years w.e.f.-----.

The period is over on----- and now the firm/company is entitled to take part in Government tenders. In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by IIT (BHU), Varanasi, and EMD/SD shall be forfeited. In addition to the above IIT (BHU), Varanasi, will not be responsible to pay the bills for any completed/ partially completed work.

Signature

Name.....

Capacity in which assigned:

Name & address of the firm:

Date:

Signature of Bidder with seal.

<Company Letterhead of Bidder/Tenderer>
EARNEST MONEY DEPOSIT / BID SECURITY FORM

Whereas (hereinafter called "the Bidder") has submitted its bid dated..... (date of submission of bid) for the supply of (name and/or description of the goods/Service) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE (name of (name bank) of..... of country), having our registered office at.....(address of bank) "the (hereinafter called Bank"), are bound unto.....(name of Purchaser)

(Hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) Withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) Does not accept the correction of errors in accordance with the ITB; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) Fails or refuses to execute the Contract Form if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 90 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

Name of Bidder

<Company Letterhead of Bidder/Tenderer>
FINANCIAL BID

Name of the Agency along with Address and Telephone No.:

Description of work: gardening services in IIT (BHU) premises (at specified locations as per Appendix-A) which includes but not limited to maintenance and development of gardens, flower beds, lawns, tree plantations and landscaping using equipments, gadgets and trained manpower, as per details mentioned in the Tender Document subject to fulfilment of other terms and conditions of the Agreement.

Sl. No.	Particular	Monthly Charges
1.	Manpower	
2.	EPF	
3.	ESI	
4.	Cost of Hand held Operating Tools (on quarterly/half yearly basis)	
5.	Operating Cost of Mechanized equipment (on monthly basis). Please provide itemised breakup also.	
6.	Service Charge*	

The above table is for illustration purpose only. The bidders are advised to clearly indicate complete details of all the items.

***Bidders quoting less than 5.0% Service Charge may not be considered for further evaluation.**

- 1) Goods & Service Tax (GST) as per rules will be paid over the Wages and Services charges only.
- 2) The quoted rates should indicate clearly all taxes; levies, statutory liabilities, bonus to the personnel employed for the work if any, incidental expenses incurred by the company in execution of the work, minor equipment profit & overheads of the company and any other known and unforeseen expenses.
- 3) The rates of the individual items accepted by the Institute shall remain valid for the modified numbers also and no claim on account of curtailment / additional quantum of work shall be entertained by the Institute.
- 4) The institute has a right to engage any other firms too, any time whenever it felt its requirement.
- 5) Payment of "Manpower" shall be as per rules of "The Minimum Wages Act 1948" applied for Central Government for Watch and Ward category.
- 6) Quoted Service charges should be sufficient to meet out the statutory deductions.

*** Statutory deductions/taxes will be applicable as per Government notification from time to time.**

Certified that I/We have read the instructions given in the tender documents. I/We undertake to supply the required categories and number of manpower. I/We have understood the contents of the terms and conditions and undertake to abide by the same as laid down in these documents.

Signature (with date) & seal of Bidder/Tenderer

<Company Letterhead of Bidder/Tenderer>
Statement of Details of expenditure for justification of service charges

Sl. No.	Particulars	Expenditure	Remarks
1.	On account of TDS		
2.	Cost of two set of uniform		
3.	One pair of shoes		
4.	Stationery		
5.	Accounting & Administrative Charges		
6.	Cost of Recruitment Process		
7.	Profit		

For & on behalf of M/s. _____

Signature: _____

Name: _____

Designation: _____

Complete Address: _____

Place:

Date:

Signature (with date) & Seal of Bidder/Tenderer