**TENDER DOCUMENT / TERMS AND CONDIONS OF**

**HORTICULTURE WORK TENDER**

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**SANT LONGOWAL INSTITUTE OF ENGINEERING & TECHNOLOGY, LONGOWAL**

(Establish by Govt. of India)

**(DEEMED TO BE UNIVERSITY)**

**e-tender Notice**

 e-Tenders in two bid system i.e. technical bid along with commercial part and financial bid for the following work are invited from Class-I contractors (Horticulture category) registered with CPWD, State PWD, MESS, PUDA who have completed at least three similar works is costing not less than 40% or two similar works not costing less than 60% one similar work not costing less than 80% of the estimated cost of work of this tender in the last 07 years with 05 years minimum experience preferably of the similar nature of work.

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| **Sr.****No.** | **Name of work** | **DNIT Amount (Rs. In Lacs)** | **Earnest****Money Deposit (2% of the DNIT amount) (In Lacs)** | **Cost of Tender Document in Rs. (Non-refundable)** | **Time Period** | **Tender Processing Fees (Rs.)** | **Schedule of Quantities** |
| 1. | Annual Maintenance for Campus Ambience and Horticulture Work at SLIET, Longowal for the F/Y 2013-14 (i.e. 01.04.2013 to 31.03.2014 | 84.45 | 1.69 | 1000/- | 12 Months | 8427/- | Annexure-‘A’ |

The tender documents will be available only on the Institute’s e-tendering website ([**www.tenderwizard.com/SLIET**](http://www.tenderwizard.com/SLIET)) and should be submitted **ONLINE** through e-tendering along with tender fee of Rs.1000/- (non-refundable) through e-payment (IPG(Direct debit)NEFT/OTC and Internet banking only). The tender processing fee (Non Refundable) should be paid through e-payment (debit or credit cards and internet banking). Separate Tender is required to be submitted for each work.

It is mandatory for the Bidders/ Contractors to get themselves registered with [www.tenderwizard.com/SLIET](http://www.tenderwizard.com/SLIET) & get User Id, password & Class-3 Digital signatures who wish to participate in the E-tendering process (mob.no-8146699866).

For more details the Bidders/contractors may contact Mr.Pavitar Singh on behalf of M/s ITI Limited on mobile no.8146699866 or e-mail **pavitar.s@etenderwizard.com**

The tenderer should attach online the proofs of the following documents (i) Official and Residential address of the Tenderer on an affidavit duly attested by competent authority or any document containing photograph and Official & Residential address (ii) Valid license under the Contract Labour (Regulation & Abolition) Act.1970 of the last work successfully completed (iii) Proof of registration with EPFO & E.P.F. Account No. (iv) PAN Number (v) VAT(TDS)/TIN Number (vi) Service Tax No. & Service Tax Clearance Certificate (if, any) (vii) Last three consecutive Income Tax Returns (viii) Eligibility related documents & other certificate i.e. Experience Certificate as mentioned above etc. (ix) Earnest Money Deposit etc.(x) Class-I enlistment as Horticulture contractors (xi) At least one EPF clearance certificate obtained during the last two years.

**Schedule of Tender**

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| **Availability of Tenders online for Bidding** | **Last date of Submission for Online Bids** | **Date and time of opening of Technical Bids in the Office of** **Dean (P&D), Admn. Block, SLIET, Longowal**  | **Date and time of opening of Financial Bids in the Office of** **Dean (P&D), Admn. Block, SLIET, Longowal** |
| **From** | **To** |
| **09.03.13****9.00 AM** | **24.03.13****1.00 PM** | **24.03.2013****5.00 PM** | **25.03.2013****11.00 AM** | **25.03.2013****3.00 PM** |

The Tender fee and Earnest Money in the form of Demand Drafts in original should reach the office of In-charge (CAH), Estate Office, at SLIET, Longowal **on 25.3.2013 before 10:00 A.M.**

If any tenderer is unable to upload any document due to technical reasons, the hard copy of the same can be submitted in person in the office of Dean (P&D) before the opening of the technical bid.

Tenders received without earnest money, incomplete, conditional, telephonically or telegraphic shall not be entertained. The undersigned reserves the right to reject any or all the tenders without assigning any reasons thereof.

**DIRECTOR**

**Annexure-‘A’**

**SCHEDULE OF QUANTITY FOR PRICE BID**

**Name of the Work: Annual Maintenance for Campus Ambience and Horticulture works in the SLIET for the year 2013-14 (i.e. 01.04.2013 to 31.03.2014).**

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| --- | --- | --- | --- | --- | --- |
| **S.No.** | **Category** | **Qty** | **Rate** | **Amount for one month (Rs.)** | **Amount for 12 months (Rs.)** |
| 1 | Unskilled | 68 |  |  |  |
| 2 | Skilled | 7 |  |  |  |
| **Total**  |  |  |

 **Total Amount for 12 months\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )**

**Name, Seal and Signature of Contractor**

**SANT LONGOWAL INSTITUTE OF ENGINEERING & TECHNOLOGY, LONGOWAL**

**(Deemed to be University)**

**DISTT: SANGRUR, PUNJAB-148 106**

**(ESTB: BY GOVT. OF INDIA)**

**Name of Work: Annual Maintenance for Campus Ambience and Horticulture Work at SLIET, Longowal for the F/Y 2013-14 (i.e. 01.04.2013 to 31.03.2014).**

**TERMS AND CONDITIONS OF THE TENDER**

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| --- | --- | --- | --- |
| 1 |  |  | **DEFINITIONS**For the purposes of the tender (as hereinafter defined) the following words and expressions shall have the meaning here by assigned to them except where the context otherwise requires:The SLIET shall mean the Autonomous body established by MHRD, New Delhi (Govt. of India) on whose behalf the Director or any officer authorized by the SLIET shall execute and sign the correspondence and documentation.Competent Authority shall mean the Director of SLIET, LONGOWAL. Contractor shall mean a tenderer whose tender has been accepted by the SLIET, Longowal and is being sent a written communication by the SLIET to the tenderer confirming acceptance of the tender."The Tender’ shall mean the tender form (including earnest money deposit, the notice inviting tender, the terms & conditions), technical bid and financial bid.‘Letter of Acceptance’ shall mean communication by the SLIET to the tenderer conveying the acceptance of the offer.Supervisor shall mean the full-time Horticulture Supervisor employed by the tenderer for carrying out the Horticulture work in SLIET, LONGOWAL.  |
| 2 |  |  | **ELIGIBILITY CONDITIONS**The work are invited from Class-I contractors (Horticulture category) registered with CPWD, State PWD, MESS, PUDA who have completed at least three similar works is costing not less than 40% or two similar works not costing less than 60% one similar work not costing less then 80% of the estimated cost of work of this tender in the last 07 years with 05 years minimum experience preferably of the similar nature of work. The tenderer must have (i) Official and Residential address of the Tenderer on an affidavit duly attested by competent authority or any document containing photograph and Official & Residential address (ii) Valid license under the Contract Labour (Regulation & Abolition) Act.1970 of the last work successfully completed (iii) Proof of registration with EPFO & E.P.F. Account No. (iv) PAN & TAN Number (v) TAN Number (vi) Service Tax No. & Service Tax Clearance Certificate (if,any) (vii) Last three consecutive Income Tax Returns (viii) Eligibility related documents & other certificate i.e. Experience Certificate as mentioned above etc. (ix) Earnest Money Deposit etc.(x) Class-I enlistment as Horticulture contractors (xi) At least one EPF clearance certificate obtained during the last two years. EPF of the workers deployed at SLIET, Longowal for above work will be deposited in separate EPF challan meant for workers of SLIET, Longowal only. |
| 3 |  |  | **WORK PROFILE** |
|  |  |  | The work Annual Maintenance and Development of Horticulture in the campus is planned to carry out under the head of account “ARM of Horticulture”. The activities to maintain the Campus Ambience and Horticulture. New development work such as development of lawns, round about, parks, lakes, nursery, herbal park etc. plantation of hedges, ground covers, trees etc & plantation of trees, upkeep of existing trees, maintenance of existing lawns, grounds, sports fields and all area around Academic Blocks etc. are to be maintained/executed under this estimate.  |
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| 4 |  |  | **LIABILITIES OF THE CONTRACTOR** |
|  | (i) |  | **DEPLOYMENT OF PERSONNEL:**The agency/contractor will provide persons as per provisions laid down in attached Schedule **(Annexure-I).** However, duties can be changed at any time as per requirement. The strength of personnel may be reduced or increased depending upon the requirement to be decided by the Institute. |
|  | (ii) |  | For smooth operation of horticulture, the minimum numbers of horticulture workers to be deployed is **68 (Sixty-Eight) unskilled and Seven (07) skilled workers**. The total amount of the contract will not be increased with increase of minimum wage rate by the Central Govt. during the contract period. The Agency/Contractor will be responsible to pay increased minimum wage rates to the workers along with arrears.  |
|  | (iii) |  | The contractor shall deploy experienced persons among only Indian nationals. All the personnel deployed should be aged above 18 years and below 56 years. All the persons should have a proof for Date of Birth.  |
|  | (iv) |  | The character and antecedents of each and every horticulture personnel deployed in SLIET, Longowal should be certified by the firm in writing including Police verification of each worker from concerned police Station. |
|  | (v) |  | A complete list of the Horticulture personnel, engaged by the Agency/contractor for deployment at the Site, shall be furnished by the Agency along-with complete address and other antecedents.  The Agency shall deploy only those whose antecedents have been verified by the District Police Authority. No Wages shall be payable in respect of such Horticulture personnel in whose cases documentary evidences is not submitted by the Agency to the Institute.  |
|  | (vi) |  | Other deduction such as income tax etc shall be made from the bill amount submitted by the contractor as applicable at that time as per Govt directions from time to time. Labor welfare cess and VAT (TDS) deduction shall be made as applicable from time to time. The successful tenderer will have to get itself registered with concerned authority/Asstt. Labor Commissioner for registration of Labor Welfare Cess where he/she undertake the work/job |
|  | (vii) |  | No unauthorized buildings / huts / constructions / structures will be put up by the contractor in the SLIET Campus. |
|  | (viii) |  | The tender document will be part of Agreement. |
|  | (ix) |  | The contractor shall be fully responsible for observance of all labour and other laws in the matter and shall indemnify and keep indemnified the Sant Longowal Institute of Engineering & Technology against effects of non- observance of any such laws. The contractor shall be liable to make payment to its employees and make compliance with labour laws. The contractor will ensure payment of minimum wages and enhanced minimum wages to its workers. In case of non applicability of ESIC scheme in the region, the same shall be covered under workman compensation Act (WCA) or GI scheme by the contractor. |
|  | (x) |  | **OBSERVANCE OF LABOUR LAWS:**The agency will be solely responsible for the applicability and observance of all labour laws and other legal requirements. The selection of all the **horticulture** personnel shall finally rest with the Institute. The Institute shall be at liberty to ask for removal/ transfer of any person of the Agency. All the **horticulture** personnel deployed should be medically fit. |
|  | (xi) |  | **UNIFORMS:**The Agency will ensure that the personnel deployed by the Agency/contractor for Horticulture work are well dressed in uniforms provided by the Agency and have all necessary sanitary items for duty. The Agency will provide minimum two uniforms along with turban/cap, long shoes and hand gloves of good quality (for summer and winter seasons separately). The seasonal uniform such as jerseys (woolen sweaters) will also be provided by the Agency and the Institute shall have no liability whatsoever on this account. The Agency shall not deduct any amount on account of cost of uniform from the wages of the individuals workers. The contractor make ensure that the workers should come in complete uniform during working hours and during the whole contract period .The color of uniforms/shoes will be decided by the mutual consent of the parties. The list of items to be provided in the Uniform is: |
|  |  | (a) | Shirt (2 Nos.) |
|  |  | (b) | Pant (2 Nos.) |
|  |  | (c) | Turban/ Cap (02 Nos.) |
|  |  | (d) | Black Shoes & Socks (02 Pairs) |
|  |  | (e) | Gloves (02 Nos.)  |
|  |  | (f) | Jercy (01 No.) |
| 5 |  |  | **DUTIES OF HORTICULTURE WORKERS AND SUPERVISOR** |
|  | (i) |  | The horticulture work provided by the Agency will work under the direction and guidance of the Officer In-Charge. The agency shall maintain a register in which daily attendance of the personnel deployed shall be recorded and the duties performed may be mentioned along with other information if any required. This register shall be placed daily before the controlling officer by the agency. |
|  | (ii) |  | Horticulture area given in **Annexure-I.** |
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|  | (iii) | (a) | For the purpose of horticulture work of the entire area of the Institute, the Horticulture workers will remain available in the department from 8:00 AM to 5:00 PM only. |
|  |  | (b) | There will be a lunch break from 1:00 PM to 2:00 PM. |
|  |  | (c) | No Horticulture person will maintain the gardening of Faculty/Staff during duty hours. The Horticulture person doing such job during duty hours will be punished accordingly. |
| 6 |  |  | **TENDER FORM, EARNEST MONEY DEPOSIT & SECURITY DEPOSIT** |
|  | (i) |  | Tenders are hereby invited on behalf of the Director, SLIET, Longowal for the above work estimated to cost **Rs. 8445167.00** (Rs. Eighty Four Lacs Forty-Five Thousand and One Hundred Sixty Seven only) for 12 months (i.e. 01.04.2013 to 31.03.2014).  |
|  | (ii) |  | Tenderer will submit the duly filled tender form for Horticulture works in **the Office of Incharge (CAH) Estate Office** along with Earnest Money Deposit amounting to **Rs. 1.69** (Rs. One Lac Sixty-Nine Thousand only) to be paid in the form of Bank Draft in favour of Director, SLIET, Longowal.  In no case, the cheque and/or cash will be accepted. No tender shall be accepted if Earnest Money Deposit does not accompany it.    |
|  | (iii) |  | The Earnest Money Deposit shall be treated as a Security Deposit if the offer is accepted by the Competent Authority.  No interest shall be paid by the Institute on earnest money or security deposit. |
|  | (iv) |  | The tenderer should submit the tender form along with the following documents: |
|  |  |  | Original Notice Inviting Tender duly signed by the authorized signatory along with the seal of the firm. |
|  |  |  | **EARNEST MONEY DEPOSIT:** The earnest money amounting to **Rs. 1.69** (Rs. One Lac Sixty-Nine Thousand only) in form of demand draft in favour of SLIET, Longowal drawn on any scheduled Bank payable at Longowal/Sangrur shall accompany with the tender. Any tender not accompanied with the prescribed earnest money, is liable to be summarily rejected. The earnest money in any other form shall not be accepted. In case, the successful tenderer does not sign the agreement within 20 days of award of the contract, his earnest money shall be forfeited and the work order will stand withdrawn.  |
|  |  | (a) | Original terms and conditions of tender document duly signed by the authorized signatory on each page along with the seal of the firm. |
|  |  | (b) | Demand Draft of Rs.1000/- should be enclosed as the tender form has been downloaded from website. |
|  | (v) |  | The intending tenderer should also give the following documents along with the Tender form. All the documents pertaining to the Firm/company submitted by the tenderer should bear the same Name and Address, as recorded in the Tender Form. In case of any variation, it should be specifically clarified, as to whether the changes has been duly notified to the respective Authority and proof of acceptance by the Authority must attached with the respective document submitted by the tenderer |
|  |  | (a) | Official and Residential address of the Tenderer on an affidavit duly attested by competent authority or any document containing photograph and Official & Residential address |
|  |  | (b) | Valid Registration No. of the Firm/company (attach attested copy of the Certificate). |
|  |  | (c) | Valid PAN and TAN No. of the Company/Firm (attach attested copy of the PAN & TAN Number). |
|  |  | (d) | Valid Registration Certificate with EPFO & Provident Fund Account No. of the Firm (attach attested copy of the Certificate). |
|  |  | (e) | Valid Service Tax registration No. (attach attested copy of the Certificate) |
|  |  | (f) | The tenderer also, provide attested copies of Income tax return filed for the last three assessment years 2009-12. |
|  |  | (g) | The details of the work executed/completed by the tenderer at least three similar works is costing not less than 40% or two similar works not costing less than 60% one similar work not costing less than 80% of the estimated cost of work of this tender in the last 07 years with 05 years minimum experience preferably of the similar nature of work (attach attested copy of the Certificate).  |
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|  | (vi) |  | The experience in similar Horticulture works, the tenderer should give the details of clients serviced during that period. Also, attach the attested copies of performance certificate issued by the clients to the tenderer. The qualifying performance certificate for the Tenderer is prescribed as satisfactory or above. The tenderers who do not attach the minimum of satisfactory performance certificate for the above said period will not be considered and their tender is liable to be rejected. |
|  | (vii) |  | The experience in similar Horticulture works, the tenderer should give the details of clients serviced during that period. Also attach the attested copies of performance certificate issued by the clients to the tenderer. The qualifying performance certificate for the Tenderer is prescribed as satisfactory or above. The tenderers who do not attach the minimum of satisfactory performance certificate for the above said period will not be considered and their tender liable to be rejected. |
|  | (viii) |  | The sample performance certificate to be attached by the tenderer is given below and it should be taken from the clients (in their letter head) by the Tenderer.**PERFORMANCE CERTIFICATE** It is certified that M/s   (tenderer) had provided Horticulture services to our firm for the premises located at \_\_\_\_\_\_\_\_\_\_\_\_\_and had deployed \_\_\_\_\_\_\_\_\_\_\_ ( in words) \_\_\_\_\_\_\_number of Horticulture persons and\_\_\_\_\_\_\_\_\_\_\_\_ number of Horticulture supervisors in this premises for the period from \_\_\_\_\_ (date)    to\_\_\_\_\_\_ (date).  The financial component of the Horticulture work contract for the above said work is Rs. \_\_\_ (in words) \_\_\_\_\_\_\_.   The performance of the firm was satisfactory good/very good /excellent /outstanding.     Signature of the client (of the tenderer) or its authorized signatory With Seal of the client firm of the tenderer |
|  | (ix) |  | The tender committee may also accept performance certificate in other similar Performa and its decision shall be final. |
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| 7 |  |  | **FINANCIAL BID** |
|  | (i) |  | The tenderer is advised to inspect and examine the site its surroundings thoroughly and satisfy himself before submitting the tender as to the nature of the area, means of access to the site, the facilities available at site etc. In general they shall themselves obtain all required information as to the risks, contingency and all other circumstances which, according to them may influence or affect the rates. The contractor shall be deemed to have full knowledge of the site whether he inspects it or not and the Institute shall not be liable for any extra charge, claim consequent on any misunderstanding or otherwise. |
|  | (ii) |  | The tenderer should quote the rate as per the format given below in Rupees in figures and as well as in words. The rate and amount of the tender should be inclusive of and in accordance with the provisions of Minimum Wages Act, Contract Labour (Regulation &Abolition) Act 1971. |
|  | (iii) |  | The tenderer should take care that the details, rate and amount should be written in such a way that interpolation is not possible. No overwriting in the Financial Bid will be allowed and such type of tenderer is liable for rejection. No blanks should be left which would otherwise make the tender liable for rejection. |
|  | (iv) |  | The rates quoted should be in per calendar month and shall be valid for the period of tender/contract/agreement including the extended period (if any). The Performa provided should be the criteria of submitting the Financial Bid.  |
|  |  |  | Special care should be taken to write the rate and amounts in figures as well as in words in such a way that different interpretation is not possible. The total amount should be written before the figure of Rupees and words (P) after the decimal figure e.g. Rs. 2.15 p. In case of words, the words Rupees should precede and the word ‘paisa’ should be written at the end (unless the rates in whole rupees) and followed by the words only. It should invariably be upto two decimal places.  |
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| 8 |  |  | **PERIOD OF TENDERED WORK:**The contract period would be initially for Twelve months (12 months) with effect from the date of execution of the contract agreement by both the parties which can be extended based on satisfactory performance. The SLIET shall also have the right to extend the tender/agreement/contract at the same terms and conditions on quarterly basis up to a maximum period of twelve months or until the new Horticulture Agency takes over (in case fresh tender is required to be resorted to), whichever is earlier.  |
| 9 |  |  | **PAYMENT OF MONTHLY BILLS:** The payment of monthly bills to the Agency will be made by the Institute within 10 days of the receipt of bills from the Agency. The Agency will disburse the salary of the Horticulture workers deployed at SLIET, Longowal for 08 hours shift duty, 26 days a month and will allow one day weekly off after every 06 days of continuous working. The monthly salary will be computed by multiplying number of working days/ Over time with minimum daily wages of Central Govt. The consolidated bill with full details will be submitted by contractor by 3rd of next month and after due scrutiny, SLIET will make requisite payment to contractor by 10th of the same month of submission of the bill along with satisfactory reports from Incharge (CAH). However, responsibility of making timely payment of wages to the workers lies with the contractor. The payment of last monthly bill of the contractor will only be released on production of Inspection Note or NOC from concerned EPFO/ALC. First month wages to the workers shall be paid by the contractor of its own and the bill produced of this month shall be cleared in next monthThe Contractor should provide the following items along with the bill: |
|  | (i) |  | Copy of Combined EPF Challan as proof of EPF Deposit for the month of previous month in concerned EPF Account of individual workers deployed in SLIET by contractor. |
|  | (ii) |  | Copy of ECR of EPF (along with undertaking by contractor regarding the strength of employees at SLIET, Longowal). |
|  | (iii) |  | Original Bill |
|  | (iv) |  | Wages paid certificate of the previous month. |
|  | (v) |  | Copy of Wages sheet for the previous month. |
|  | (vi) |  | The contractor shall furnish documentary evidence from E. P.F. Authorities regarding monthly deposit of E.P.F. against the names of the personnel deployed having Individual EPF Account No. of each personnel, Designation, Age, Sex, date of joining etc. |
|  | (vii) |  | Copy of receiving of monthly return of previous month submitted with concerned EPF office alongwith EPF confirmation slip. |
|  | (viii) |  | The contractor will verify that the original Forms have been submitted to the Concerned EPF office. |
|  | (ix) |  | Wherever any over payment comes to the notice of SLIET  the same shall be deducted by SLIET  from any sum due or which at any time thereafter may become due to the Agency under this tender/agreement/contract and failing that under any other tender/contract/agreement with SLIET  or from the security deposit of the tenderer.  |
|  | (x) |  | SLIET reserves the right to carry out post payment audit and/or technical examination of the final bill including all supporting vouchers, abstract etc. SLIET further reserves the right to enforce recovery of any overpayment whenever detected |
|  | (xi) |  | If as a result of such audit and technical examination, any overpayment is discovered in respect of any work done by the Agency or alleged to have been done by the Agency under the tender/agreement/contract, it shall be recovered by SLIET from the Agency by any or all the methods prescribed above.   |
| 10 |  |  | EPF deduction made by the contractor from the workers engaged by him/her is to be deposited in concerned EPF office Code No allotted to the Contractor.  |
| 11 |  |  | **RELEASE OF SECURITY**The security of the Agency/contractor will be released on the production of following documents: |
|  | (i) |  | Form 3A and 6A (Annual return of EPF/ECR) with proof duly received in the Concerned EPF office. |
|  | (ii) |  | NOC from concerned EPF office or Inspection Note from concerned EPFO |
|  | (iii) |  | NOC from Concerned Labour Commissioner Office. |
|  | (iv) |  | EPF deposit slips individual worker issued from concerned EPF office |
|  | (v) |  | The proofs of Service Tax, any govt. levy’s, deposits with govt. |

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| 12 |  |  | **NOTICE:**Subject to as otherwise provided in this Tender, all notices to be given on behalf of SLIET and all other actions to be taken on its behalf may be given or taken by the Administration Department or any other official authorized by the SLIET.  |
| 13 |  |  | **LEGAL LIABILITY AND RESPONSIBILITY OF AGENCY** |
|  | (i) |  | It will be the responsibility of the Agency to get all the related clearances as applicable under the Indian Laws and complete the necessary formalities as required under relevant statutes, rules and regulations.    |
|  | (ii) |  | The Agency shall comply with all the statutory provisions as laid down under various Labour Laws/Act/Rules like Minimum Wages, Provident Funds, Contract Labour(R&A) Act, and other Labour Laws/Acts /Rules in force from time to time at its own cost.  In case of violation of such statutory provisions under Labour Laws and/or any other law applicable, by the Agency, there will not be any liability on part of SLIET.  |
|  | (iii) |  | The Agency has to maintain all the relevant records, registers and documents as required by the Labour Department, Regional Provident Fund Commission and or other local bodies as per the existing rules and/or regulations as amended from time to time.   |
|  | (iv) |  | The Agency shall indemnify to the SLIET against any payments to be made under and for the observance of the above mentioned various laws and rules.  |
|  | (v) |  | Information under RTI act 2005 related to EPF, workers etc will be furnished by the Contractor. The Institute will not be responsible for any RTI and EPF query. |
| 14 |  |  | **INCOME –TAX AND SECURITY DEPOSIT:***Income*- tax will be deducted as applicable at that time as per Govt directions from time to time, security deposit at the rate of 10% will be deducted from the Agency Bills. Security deposit will be released on the successful completion of the contract agreement after adjusting the recoveries if any and on production of Inspection Note or NOC from concerned EPFO/ALC. |
| 15 |  |  | **JURISDICTION OF THE DISPUTES:**All the disputes related to tender will be subject to the jurisdiction of Distt.-Sangrur (Punjab) Courts only. |
| 16 |  |  | **ARBITRATION:**Any dispute arising out of or in connection with this contract agreement shall be referred to the Sole Arbitration of an Arbitrator to be nominated by the Director, Sant archand SLongowal Institute of Engineering & Technology, Longowal . The award by the Arbitrator shall be final and binding on the parties. |
| 17 |  |  | **FORFEITURE OF SECURITY DEPOSIT AND TERMINATION OF CONTRACT:**Any violation of the terms and conditions under the agreement will tantamount to breach of the contract agreement and the Institute reserves the right to forfeit the security deposit and termination the contract agreement after giving 07 days notice and no claim on account of damages to the Agency on this account shall be payable. |
| 18 |  |  | **OBSERVANCE OF LABOUR LAWS:**The Agency will be solely responsible for the applicability and observance of all labour laws and other legal requirements. The Horticulture services contingent to be provided by the Agency will be constituted by the experienced and medically fit persons. The institute shall be at liberty to ask for removal/ transfer of any person of the Agency. |
| 19 |  |  | **LIABILITY OF THE INSTITUTE/GOVERNMENT** |
|  | (i) |  | The Institute shall not provide any residential accommodation to the Horticulture personnel employed by the Agency. No cooking or lodging shall be allowed in the SLIET Building for the personnel engaged by the Agency.  |
|  | (ii) |  | The Institute will be under no legal obligation to provide employment to any of the personnel of the Agency after expiry of tender/agreement/contract period and the SLIET recognizes no Employer-employee relationship between SLIET and the personnel deployed by the Agency.             |
|  | (iii) |  | The Institute shall not be responsible financially or otherwise for any injury to the Horticulture personnel in the course of performing the Horticulture functions as per this tender.   |
| 20 |  |  | **TERMINATION OF TENDER** |
|  | (i) |  | If the Agency at any time makes fault in executing Horticulture job with due diligence and continues to do so, and / or the Agency commits fault in complying with any of the terms and conditions of tender and does not remedy it or take effective steps to remedy it, or fails to complete the work as per terms and conditions of the tender and does not complete them within the period specified in the notice given to him in writing, the SLIET may without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to the Agency, shall cancel the tender/contract/agreement, after one calendar month notice and security deposit will also liable to be forfeited by the Agency. SLIET shall on such cancellation, shall have powers to carry out/execute the work through other agencies by any means at the risk and cost of the Agency.   |
|  | (ii) |  | The SLIET reserves the right to terminate the contract without assigning any reason by giving to the tenderer one calendar month notice of its intention to do so and on the expiry of the said period of notice, the tender/ contract/ agreement shall come to an end without prejudice to any right of remedy that may be accrued to the Agency. |
|  | (iii) |  | If any information furnished by the tenderer is found to be incorrect at any time, the tender/contract/agreement will be liable to be terminated, after one calendar month notice and the security deposit will also liable to be forfeited by the Agency.    |
|  | (iv) |  | In case the Agency wants to terminate the tender/contract/agreement, it shall have to give three calendar months notice in advance to this effect to the SLIET.   |

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| 21 |  |  | **OTHER CONDITIONS OF THE TENDER** |
|  | (i) |  | The Tender form should be typed.  |
|  | (ii) |  | Change in the name of the tenderer shall not be allowed under any circumstances.  |
|  | (iii) |  | Every paper of the tender should be signed by the authorized signatory of Tenderer with seal of Agency/Firm/Company.  |
|  | (iv) |  | No change in constitution / share holding of the successful tenderer will be done under any circumstances without the prior approval of the SLIET in writing.  |
|  | (v) |  | The SLIET will deduct Income Tax at Source as applicable from time to time. |
|  | (vi) |  | The Agency submitting the tender would be presumed to have considered and accepted all the terms and conditions of this tender. No enquiry, verbal or written, shall be entertained in respect of acceptance / rejection of the tender. |
|  | (vii) |  | The Agency shall indemnify the SLIET against all other damages/changes and expenses for which the SLIET is held liable or pays on account of the negligence of the Agency or its servants or any person under its control, whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof.  |
|  | (viii) |  | In case any person signing the tender/contract/agreement on behalf of Limited Company or Firm, he will produce letter of authority/ resolution passed by the company/firm empowering him to sign the tender/ agreement/ contract on behalf of the company or firm.  |
|  | (ix) |  | The SLIET shall not be responsible financially or otherwise for any injury to the Horticulture personnel in the course of performing the Horticulture functions, in the SLIET Area/Building. |
|  | (x) |  | Any person who is in Government Service or an employee of the Institute should not be made a partner to the tender by the Agency directly or indirectly in any manner whatsoever.  |
|  | (xi) |  | The Agency shall not transfer the tender to any other person in any manner. The Agency shall not be permitted to sub-contract the work to any other person/firm/Agency |
|  | (xii) |  | Any other provisions as advised by the SLIET shall be incorporated in the agreement to be executed by the Agency and the same shall be binding on the tenderer.   |
|  | (xiii) |  | The Agency shall provide a non-judicial stamp paper of Rs.100/- for preparing a contract/agreement.  The successful tenderer shall enter into a contract/agreement with the SLIET as per the terms and conditions of the tender within one month form the issue of letter of acceptance or whenever called upon to do so by the SLIET, whichever is earlier. |
|  | (xiv) |  | That the Agency shall have to provide any additional personnel for allocating any additional Horticulture duty as directed by the SLIET or any authorized officer of the SLIET in addition to those duties/personnel covered in this tender and the Agency shall claim extra payment on this account.  |
|  | (xv) |  | The SLIET reserves the right to cancel the tender/contract/agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work. In such eventuality SLIET further reserves the right to get the work done from some other agencies and also shall cancel the tender/agreement/contract at one calendar month notice. Agency will be black listed by the SLIET for a period of four years from participating in such type of tender of the SLIET and its earnest money/security deposit shall also be forfeited. |
|  | (xvi) |  | The tenderer shall not employ any person who has not completed Eighteen years of age or is above Sixty years of age.  |
|  | (xvii) |  | A complete list of the personnel, engaged by the Agency for deployment at the Site, shall be furnished by the Agency to the Institute along-with the complete address and other antecedents of the personnel.  The Agency shall deploy only those personnel whose antecedents have been verified by the District Police Authority and the Agency should give a certificate to that effect to the Institute.                |
|  | (xviii) |  | SLIET shall be at liberty to direct and to require the Agency to remove from the works, any person employed by the Agency, who in the opinion of SLIET misconducts himself or is incompetent or negligent in the proper performance of his/her duties or infirm and invalid/or indulge in unlawfulactivity or the like and such person shall not be again employed on the work without written permission of the SLIET |
|  | (xix) |  | All the Terms and Conditions contained in this tender document will be a part and parcel of the agreement/contract to be executed by the Agency with the SLIET. |
|  | (xx) |  | Once the competent authority accepts the tender, the Agency will be liable to provide the Horticulture services within one week from the date of issue of letter of acceptance.  |
|  | (xxi) |  | Canvassing in connection with the tender is strictly prohibited. Tender must be unconditional.  |
|  | (xxii) |  | Tender not conforming to the requirements as per the terms and conditions is liable to be rejected and no correspondence shall be entertained whatsoever.  |
|  | (xxiii) |  | All the intending tenderers are advised to keep a photocopy of the Tender documents with them for their future reference. All the intending tenderers are further advised to visit the Office of SLIET (to see and to satisfy and understand the scope of work to be executed as per this tender), before participating in the Tender and then quote the rate/amount per month for the work, because no subsequent request of the tenderer for additional payment/claim on any account will be entertained by the SLIET under any circumstances. |
|  | (xxiv) |  | For any clarification regarding the scope of work and /or any terms and conditions of tender, the intending tenderer in person can seek clarification from **Incharge (CAH)** on any working day, with prior appointment, before last date of submission of tender. |
|  | (xxv) |  | The Horticulture personnel deployed by the Agency shall not consume liquor or any other intoxicant while on duty.  If any person will found guilty, his services will be terminated immediately. |
|  | (xxvi) |  | The SLIET shall have the right to ask for the removal of any person of the Agency, who is not found to be competent and orderly in the discharge of his duty.  The SLIET reserves the right to cancel the tender/ contract/ agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work.  In such eventuality SLIET further reserves the right to get the work done through other agencies. Horticulture personnel shall be bound to observe all the instructions issued by the Institute concerning general discipline and behavior.  In case any person employed by the Agency is inefficient, quarrelsome, infirm, and invalid or indulges in unlawful activity or the like, the Agency shall replace such person with a suitable substitute at the request of the SLIET. |
|  | (xxvii) |  | **PENALTIES*** For misbehaving on part of Horticulture staff Rs.100/- per fault.
* For non-wearing of uniform and/or identity card Rs.100/- per fault.
* For causing nuisance/damage to public property in SLIET Building:- 3 times of the market value of such property or Rs.5000/-, whichever is higher, per fault.
* For removal of any item(s) for which the agency is not authorized: 3 times of the market value of such property or Rs.5000/-, whichever is higher, per fault.
* For violation of any of the condition of the contract, Rs.5000/- per fault.
 |
| 22 |  |  | TENDERING SCHEDULE |
|  | (i) |  | Tenders are hereby invited on behalf of the Director, SLIET, Longowal for the above work estimated to cost **Rs. 8445167.00** (Rs. Eighty Four Lacs Forty-Five Thousand and One Hundred Sixty Seven only) for 12 months (i.e. 01.04.2013 to 31.03.2014). |
|  | (ii) |  | The tender documents will be available only on the Institute’s e-tendering website ([**www.tenderwizard.com/SLIET**](http://www.tenderwizard.com/SLIET)or [**www.sliet.ac.in**](http://www.sliet.ac.in)) and should be submitted online through e-tendering along with **only demand draft** of Rs.1000/- (non-refundable) in favour of Director, SLIET and a tender processing fee (Non-Refundable) in the favour of ITI Ltd., payable at New Delhi. |
|  | (iii) |  | It is mandatory for the Bidders/ Contractors to get themselves registered with [www.tenderwizard.com/SLIET](http://www.tenderwizard.com/SLIET) & get User Id, password & Class-3 Digital signatures who wish to participate in the E-tendering process. |
|  | (iv) |  | The tenderer should attach online the proofs of the following documents (i) Official and Residential address of the Tenderer on an affidavit duly attested by competent authority or any document containing photograph and Official & Residential address (ii) Valid license under the Contract Labour (Regulation & Abolition) Act.1970 of the last work successfully completed (iii) Proof of registration with EPFO & E.P.F. Account No. (iv) PAN & TAN Number (v) TAN Number (vi) Service Tax No. & Service Tax Clearance Certificate (if,any) (vii) Last three consecutive Income Tax Returns (viii) Eligibility related documents & other certificate i.e. Experience Certificate as mentioned above etc. (ix) Earnest Money Deposit etc.(x) Class-I enlistment as Horticulture contractors (xi) At least one EPF clearance certificate obtained during the last two years. EPF of the workers deployed at SLIET, Longowal for above work will be deposited in separate EPF challan meant for workers of SLIET, Longowal only Only those tenderers who have submitted the required document as prescribed in the tender document for Technical Bid will only be considered for opening the Financial Bid. |
| 23 |  |  | **LODGEMENT OF TENDER** |
|  | (i) |  | Ensure paging of all enclosures before putting uploading them on the website. |
|  | (ii) |  | Technical Bid containing tender form & other documents viz (i) completed Tender Form (ii) the Demand Draft towards the payment of ‘Earnest Money Deposit’, (iii) Notice Inviting Tender (iv) the Terms and Conditions of the Tender (v) tender document fee of Rs.1000/- (non refundable) in the form of DD drawn in favour of Director, SLIET, Longowal (Sangrur)  |
|  |  |  |  |
| 24 |  |  | **REJECTION OF TENDER** |
|  | (i) |  | The entire columns and rows in the Tender format (including Tender form, and Financial Bid) should be filled up. Tenders incomplete by any means may be rejected without assigning any reason. |
|  | (ii) |  | Director, SLIET or Committee may reject any or all tender(s) without assigning any reason. |
|  |  |  |  |
| 25 |  |  | **VALIDITY OF TENDER:**The tender for works shall remain open for acceptance for a period of ninety days from date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of the tender which are not acceptable to the Institute, then the Institute shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money deposit (EMD) absolutely. |
|  |  |  |  |
| 26 |  |  | **ACCEPTANCE OF TENDER:**The Director of the Institute reserves the authority to reject any or all the tenders received without assigning, of any reason.  |
|  |  |  |  |
| 27 |  |  | **SIGNING OF AGREEMENT:** Contractor shall complete all the formalities and sign the agreement within 15 days of issue of letter of acceptance. In case, the contractor does not sign the agreement or start the work within 20 days of letter of acceptance, his earnest money is liable to be forfeited and the award letter consequently will stand withdrawn. |

TENDER FORM FOR PROVIDING “HORTICULTURE WORK/SERVICES” AT SLIET

|  |  |  |
| --- | --- | --- |
| (a) | Name of the tenderer [in block letters] |  |
| (b) | Status of the Agency whether Public Ltd./ Pvt. Ltd./ Partnership Firm/ Proprietorship firm |  |
| (c) | Registration No. and Year of Establishment of firm / Company (if any) |  |
| (d) | Name and designation of the authorized signatory of the tenderer |  |
| (e) | Name of Father / Husband of the authorized signatory of the tenderer |  |
| (f) | Full residential address of the authorized signatory (with Proof having photograph) |  |
| (g) | Tenderer’s Registered office address |  |
| (h) | Tenderers address for correspondence |  |
| (i) | Details of Earnest Money  Draft No: Dated Name of Bank Amount (Rs. In words)Validity of Demand Draft |  |

I / We, the undersigned being the tenderer as mentioned above, hereby apply to the Director, SLIET, Longowal for providing Horticulture services in SLIET, Longowal as described above in accordance with the terms and conditions of the tender.  I / We have read and understood the terms and conditions of the tender and hereby unequivocally accept the same.

The terms and conditions of the tender and the Notice Inviting Tender are also signed and being submitted with the tender form.

**(Signature of the Authorized Signatory with Name & Seal)**

**Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Note: Any Correction in the application form should be fully signed by the authorized signatory of the tenderer. Strike out item whichever is not applicable.

ANNEXURE-I

**MINIMUM NUMBERS OF HORTICUKTURE WORKERS REQUIRED:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr. No.** | **Name of Category** | **No. of Workers** | **Remarks** |
| 1 | Unskilled | 68 |  |
| 2 | Skilled | 07 |  |
|  | **TOTAL NO OF WORKERS** |  **68+07=75** | (Seventy Five Only) |

**Note:** The number and location of the Horticulture workers can be changed any time according to the requirement. The workers will maintain the academics/hostels/other area and residential campus area (451 Acres) or the area as per requirement as per the direction of **In-charge (CAH).**