

NOTICE INVITING TENDER (E-Procurement mode)

भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान पुणे

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH

An Autonomous Institution, Ministry of Human Resource Development, Govt. of India

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**Tender No: IISER/PUR/1483-A /17**

**Date: 26/04/2018**

Indian Institute of Science Education and Research, Pune invites online bids (e-tender) in two bids systems, from specialized Agencies.

Brief Details of Tender:

Item Description	Estimate Cost of Tender (Rs).in lacs	EMD (Rs).	Tender Fee (inclusive of all taxes) (Rs.)
Plantation	75.00	1,50,000/-	500.00

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> or Institute website [www.iiserpune.ac.in](http://www.iiserpune.ac.in) and bid is to be submitted online only through the E-procurement portal up to the last date and time of submission of tender.

Critical Dates of Tender

Sr.No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	26/04/2018	15:00 hrs
2	Pre-Bid Meeting	03/05/2018	15:00 hrs
3	Bid Submission Start Date	07/05/2018	10:00 hrs
4	Bid Submission Close Date	21/05/2018	15:00 hrs
5	Closing date & time for Submission of original EMD & Tender Fee	21/05/2018	15:00 hrs
6	Opening of Technical Bids	23/05/2018	15:30 hrs

No manual bids will be accepted. All quotation (both Technical and Financial should be submitted in the E-procurement portal) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 91-8826246593.

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### **Instructions for Online Bid Submission:**

This tender document has been published on the Central Public Procurement Portal ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) & Institute website [www.iiserpune.ac.in](http://www.iiserpune.ac.in). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.
7. The CPP Portal also has user manual with detailed guidelines on enrollment and participation in the online bidding process. Any queries related to process of online bids or queries related to CPP Portal may be directed to the 24x7 CPP Portal Helpdesk.
8. The Institute will not be responsible for any type of technical issue regarding uploading of Tender on website.

### **SEARCHING FOR TENDER DOCUMENTS**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which

the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Financial Bids can be submitted in PDF format (As per Chapter 5- Annexure M ).
4. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
5. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
6. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
7. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

### **ASSISTANCE TO BIDDERS**

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **0120-4200462, 0120-4001002, 91-8826246593**.

## **CHAPTER 1**

### **Instructions**

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Contracting Institute. It also describes the methodology for opening and evaluation of bids and consequent award of contract.

#### **1.1 Eligible Bidders**

- 1.1.1. This Invitation for Bids is open to all firms providing Plantation services as given in Scope of Work Chapter 3.
- 1.1.2. In addition the bidder should fulfil eligibility criteria as specified in Chapter 4 (Clause 4.1)

#### **1.2 Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Contracting Institute", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### **1.3 Bidder's Responsibilities**

- 1.3.1 The Bidder is responsible for the following:
  - (a) Having taken steps to carefully examine all of the Bidding Documents;
  - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
  - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
  - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) if made available.
  - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOI/State Governments or any of its agencies, offices, corporations or autonomous bodies .
  - (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
  - (g) Authorizing the Head of the Contracting Institute or its duly authorized representative/s to verify all the documents submitted;
  - (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture.
  - (i) The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
  - (j) It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Contract; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this service contract.
  - (k) The Contracting Institute shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the Contracting Institute.

(l) Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations which may affect this Contract in any way.

(m) The Bidder should note that the Contracting Institute will accept bids only from those that have paid BS/EMD and the non refundable tender fee for the Bidding Documents at the office indicated in the Invitation to Bid.

(n) Complying with existing labour laws & standards.

## **B. The Bidding Documents**

### **1.4 Cost of Bidding Documents**

1.4.1 The Tender documents are to be downloaded from our Website [www.iiserpune.ac.in](http://www.iiserpune.ac.in) or from e-procurement web site <http://www.eprocure.gov.in> . Tender Document fee is as specified in NIT.

### **1.5 Content of Bidding Documents**

1.5.1 The Services required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the Invitation for Bids / Notice Inviting Tender have been divided into Five Chapters.

1.5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents.

1.5.3 Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

### **1.6 Pre Bid Meeting**

A Pre-bid conference will be held at IISER Pune, Purchase Section, Dr. Homi Bhaba Road, Pashan, Pune – 411008 on. 03 May 18 from 03.00 PM to 03:30 PM (IST). All prospective bidders are requested to kindly submit their queries to the address indicated above or email at [purchase@iiserpune.ac.in](mailto:purchase@iiserpune.ac.in) so as to reach latest by 02/05/2018. During Pre-bid meeting the answers / clarifications to the queries will be made available and also uploaded on our website. No queries will be entertained after the Pre-bid meeting.

### **1.7 Amendment to Bidding Documents**

1.7.1 At any time prior to the due date for submission of bids, the Contracting Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

1.7.2 All prospective bidders who have down loaded the Tender Document should surf our website from time to time to know about the changes / modifications in the Tender Document. The changes / modifications would also be hosted on the website of the Contracting Institute and all prospective bidders are expected to surf the website before formulating and submitting their bids to take cognizance of the amendments.

1.7.3 In order to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the Contracting Institute, at its discretion, may extend the due date for the submission of bids and host the changes on the website of the Contracting Institute.

## **C. Preparation of bids**

### **1.8 Language of Bid**

1.8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Contracting Institute, shall be written in English language only especially when the details are technical. However, if GOI makes it mandatory under Rajbhasha Abhiyan, in that case views of Rajbhasha unit of IISER may be sought.

- 1.8.2 The bidder shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the Contractor.

## 1.9 Documents Comprising the Bid

- 1.9.1 The bid prepared by the bidder shall include the following as per the requirement of the Tender Document:

a	BS/EMD and Tender fees as specified in the Invitation to Bids
b	Bid Form
c	Documents required to fulfilling Eligibility & Qualification criteria and other requirements as specified in Chapter-4 and forms as per Chapter 5.

The documents comprising bid should be submitted in the **above sequence in orderly manner**.

## 1.10 Bid form

The bidder shall complete the Bid Form (Chapter -5, Annexure-B) as furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Bid Form shall be submitted with the bidding documents.

## 1.11 Bid Prices

- 1.11.1 The Bidder shall indicate in the price bid (Chapter 5 Annexure-M) the Contractor charges of the services, it proposes to provide under the contract. Contractor charges shall be in rupees payable to the contractor under the contract.
- 1.11.2 The Contractor charges quoted shall remain fixed during the contract period and shall not vary on any account.
- 1.11.3 The quotation should be only in Indian Rupees only.
- 1.11.4 Govt. Dues like GST, ESIC/ PPF rate shall be paid at actual rates applicable on the date.
- 1.11.5 All payments due under the contract shall be paid after deduction of statutory levies at source i.e. TDS as applicable.

## 1.12 Bid Security (BS) / Earnest Money Deposit (EMD)

- 1.12.1 Bids submitted without BS/EMD will stand rejected. BS/EMD will not be accepted in the form of cash / cheque or any other form other than DD/Bank Guarantee as per as per BG format at Chapter 5 Annexure-C). No interest is payable on BS/EMD.
- 1.12.2 The bid security shall be in Indian Rupees in one of the following forms at the bidders option:

(a)	A Bank Guarantee (BG) issued by a <b>Nationalized / Scheduled bank</b> in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid
(b)	A Bankers cheque or demand draft in favour of " <b>Director, IISER</b> " issued by any <b>Nationalized / Scheduled Indian bank</b> .

- 1.12.3 The bid security is required to protect the Contracting Institute against the risk of Bidder's conduct, which would warrant the Bid security's forfeiture.
- 1.12.4 The bid security should be submitted in its original form. Copies shall not be accepted.
- 1.12.5 The Bid Security of unsuccessful bidder will be discharged / returned / refunded as promptly as possible but positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.



1.12.6 The successful Bidder's bid security will be discharged upon the Bidder furnishing the Performance Security, without any interest. Alternatively, the BS could also be adjusted against Performance Security, if it is paid through Demand Draft / Bankers cheque.

1.12.7 The bid security may be forfeited:

(a)	If Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form;
<b>OR</b>	
(b)	In case of successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract and / or fails to furnish Performance Security within 21 days from the date of contract / order.

1.12.8 Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Contracting Institute with a covering letter to compare with the original BG for the correctness, genuineness, etc.

### 1.13 Period of Validity of Bids

1.13.1 Bids shall remain valid for minimum of 90 days after the date of bid opening prescribed by the Contracting Institute. A bid valid for a shorter period shall be rejected by the Contracting Institute as non-responsive.

1.13.2 In exceptional circumstances, the Contracting Institute may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or e-mail. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

1.13.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

### 1.14 Due date for Submission of Bids

1.14.1 Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

1.14.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

1.14.3 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

1.14.4 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

1.14.5 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet

1.14.6 The Contracting Institute may, at its discretion, extend the due date for submission of bids by amending the bid documents in accordance with **Clause 1.7** relating to Amendment of Bidding Documents in which case all rights and obligations of the Contracting Institute and previous subject to the due date will thereafter be subject to the due date as extended.

### 1.15 Late Bids

1.15.1 After the due date, the system (CPPP Portal) will not accept bids for submission.



## 1.16 Confidentiality

- 1.16.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until Award of the Contract.
- 1.16.2 Any effort by a Bidder to influence the Contracting Institute in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

## 1.17 Clarification of Bids

To assist in the examination, evaluation, comparison and post qualification of the bids, the Contracting Institute may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the Contracting Institute. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the Contracting Institute shall not be considered.

## 1.18 Preliminary Examination

- 1.18.1 The Contracting Institute shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 1.9 have been provided, and to determine the completeness of each document submitted.
- 1.18.2 The Contracting Institute shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

- (a) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender document. The bidders, who do not meet the basic requirements, will be treated as non-responsive and rejected. The following are some of the important points, for which a tender may be declared as non-responsive and will be rejected, during the initial scrutiny:

i	The Bid is unsigned
ii	The Bidder is not eligible
iii	Bidder has not paid Tender Fee
iv	The Bid validity is shorter than the required period
v	Bid is without BS/EMD of required amount
vi	Bidder has not agreed to give the required performance security
vii	The bidder has not agreed to some essential condition(s) incorporated in the tender.
viii	Bid Form is not in accordance with ITB Clause 1.11

## 1.19 Responsiveness of Bids

- 1.19.1 Prior to the detailed evaluation, the Contracting Institute will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without any deviations, reservations or omissions. Any deviation, reservation or omission is one that:

(a)	affects in any substantial way the scope, quality, or performance of the Services specified in the Tender; <b>OR</b>
(b)	limits in any substantial way, inconsistent with the Bidding Documents, the Contracting Institute's rights or the Bidder's obligations under the Proposed Contract; <b>OR</b>
(c)	if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

- 1.19.2 The Contracting Institutes' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 1.19.3 If a bid is not substantially responsive, it will be rejected by the Contracting Institute and may not subsequently be made responsive by the Bidder by correction of any deviation, reservation or omission.

## **1.20 Non-Conformity, Error and Omission**

- 1.20.1 Provided that a Bid is substantially responsive, the Contracting Institute may waive any non-conformities or omissions in the Bid that do not constitute any material deviation.
- 1.20.2 Provided that a bid is substantially responsive, the Contracting Institute may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request in reasonable time may result in the rejection of its Bid.
- 1.20.3 Provided that the Bid is substantially responsive, the Contracting Institute shall correct arithmetical errors on the following basis:

(a)	if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Contracting Institute there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
(b)	if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
(c)	if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- 1.20.4 Provided that a bid is substantially responsive, the Contracting Institute may request that a bidder may confirm the correctness of arithmetic errors as done by the Contracting Institute within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

## **1.21 Examination of Terms & Conditions, Technical Evaluation**

- 1.21.1 The Contracting Institute shall examine the Bid to confirm to all terms and conditions specified in the GCC, the SCC and scope of work have been accepted by the Bidder without any deviation or reservation.
- 1.21.2 The Contracting Institute shall evaluate the technical aspects of the Bid submitted in accordance with Clause 1.9, to confirm that all requirements specified in Chapters 3 & 4 of the Bidding Documents have been met without any deviation or reservation.
- 1.21.3 If, after the examination of the terms and conditions and the technical evaluation, the Contracting Institute determines that the Bid is not substantially responsive it shall reject the Bid.
- 1.21.4 Technical evaluation shall be carried out based on the criteria given in Chapter 4.

## **1.22 Evaluation and comparison of bids**

- 1.22.1 The Contracting Institute shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 1.22.2 The Contracting Institute shall compare all substantially responsive technically qualified bids to determine the lowest evaluated bid, in accordance with Price Bid evaluation criteria given in Chapter 4.
- 1.22.3 To evaluate a bid, the Contracting Institute shall only use all the factors, methodologies and criteria defined in **Chapter 4**. No other criteria or methodology will be used.

### **1.23 Contacting the Contracting Institute**

- 1.23.1 No Bidder shall contact the Contracting Institute on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 1.23.2 Any effort by a Bidder to influence the Contracting Institute in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

### **1.24 Post qualification**

- 1.24.1 In the absence of pre-qualification, the Contracting Institute will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in Chapter 4
- 1.24.2 The determination will take into account the Eligibility & Qualification criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's eligibility & qualifications submitted by the Bidder, as well as such other information as the Contracting Institute deems necessary and appropriate.
- 1.24.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

## **F. Award of contract**

### **1.25 Negotiations**

- 1.25.1 Normally, there shall not be any negotiation. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations, shall be treated at par with negotiations.

### **1.26 Award Criteria**

Subject to ITB Clause 1.28, the Contracting Institute will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

### **1.27 Contracting Institute's right to vary Quantities at Time of Award or at later stage of contract**

The Contracting Institute reserves the right at the time of Contract award to increase or decrease the number of trees and shrubs originally specified in the Chapter 3.

### **1.28 Contracting Institute's right to accept any Bid and to reject any or all Bids**

The Contracting Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

### **1.29 Notification of Award**

- 1.29.1 Prior to the expiration of the period of bid validity, the Contracting Institute will notify the successful bidder in writing by registered letter or email that the bid has been accepted and a separate work order shall follow through post.
- 1.29.2 Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.
- 1.29.3 Upon the successful Bidder's furnishing of the signed Contract and Performance Security pursuant to **ITB Clause 1.32**, the Contracting Institute will promptly notify each unsuccessful Bidder and discharge its bid security.

### **1.30 Signing of Contract**

- 1.30.1 Promptly after notification, the Contracting Institute shall send the successful Bidder the Work Order.
- 1.30.2 Within twenty-one (21) days of date of the Work Order, the successful Bidder shall enter into Contract Agreement as per Chapter 5, Annexure-L.

### **1.31 Order Acceptance**

- 1.31.1 The successful bidder should submit Order acceptance within 15 days from the date of issue of Work Order, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited.
- 1.31.2 The order acceptance must be received within 15 days. However, the Contracting Institute has the powers to extend the time frame for submission of order acceptance and submission of Performance Security (PS). Even after extension of time, if the order acceptance / PS are not received, the contract shall be cancelled and limited tenders irrespective of the value shall be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

### **1.32 Performance Security**

Within 21 days of receipt of the notification of award / Work Order as per the **GCC Clause 2.8**, the Contractor shall furnish Performance Security for the amount specified in SCC, valid for the period of the contract.

## CHAPTER 2

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## GENERAL CONDITIONS OF CONTRACT

### 2.1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

Sr. No.	Words Expressions	Meaning
(a)	Contract	The Contract Agreement entered into between the Contracting Institute and the Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
(b)	Contract Documents	The documents listed in the Contract Agreement, including any amendments thereto.
(c)	Contract Price	The price payable to the Bidder as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
(d)	Day	Calendar day
(e)	Completion	The fulfilment of the Related Services by the Bidder in accordance with the terms and conditions set forth in the Contract.
(f)	GCC	The General Conditions of Contract.
(g)	Goods	All of the commodities, raw material, machinery and equipment, and/or other materials that the Bidder is required to supply to the Contracting Institute under the Contract
(h)	Services	The services that the Bidder is required to provide to the Contracting Institute under the Contract and any other such responsibilities, liabilities & obligations of the Bidder under the Contract.
(i)	SCC	The Special Conditions of Contract.
(j)	Subcontractor	Any natural person, private or government entity, or a combination of the above, to which any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Bidder.
(k)	Contractor/ Contractor	Any natural Person, Private or Government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Contracting Institute and is named as such in the Contract Agreement.
(l)	Contracting Institute	Indian Institute of Science Education and Research Pune (IISER)
(m)	Places of work	The places named in the SCC where Garden services are to be provided
(n)	Bidder	Any natural person, private or government entity, or a combination of the above who is eligible to bid for the contract.
(o)	Contractor Charges	Administrative charges (in Rupees) per month payable to the contractor under the contract.

### 2.2 Contract Documents

- 2.2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 2.2.2 Successful bidder shall have to enter into Contract Agreement on Rs.1000/- non judicial stamp paper within 21 days of placement of Work Order.

### 2.3 Fraud and Corruption

The Contracting Institute requires that bidders, contractors and consultants, if any, observe the highest standard of ethics during the execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

I	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution
II	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract
III	Collusive practice	A scheme of arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non-competitive levels
IV	Coercive practice	Harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution process of a contract

(b) The Contracting Institute will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

## 2.4 Joint Venture, Consortium or Association/Amalgamation/Acquisition, Indemnity etc.

If the Bidder is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Contracting Institute for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Contracting Institute.

### 2.4.1 Amalgamation/Acquisition etc.

In the event the Bidder proposes for amalgamation, acquisition or sale its business to any firm during the contract period, the Buyer/Successor of the Principal Company is liable for execution of the contract and also fulfilment of contractual obligations. You may confirm this condition while submitting the bid.

### 2.4.2 Indemnity Bond

In order to safeguard the interest of IISER, the Bidder should submit Indemnity Bond as given in Chapter-5 (Annexure-K).

## 2.5 Scope of Work Contract

Scope of work (i.e. plantation services) shall be as specified in the Chapter 3.

## 2.6 Contractor's Responsibilities & Liabilities

The bidder shall provide all the plantation related services, perform all related responsibilities and be responsible for liabilities as specified in SCC

## 2.7 Contract price

Contractor charges quoted by the Contractor for the services provided and performed under the Contract shall not vary during the currency of contract and extension of contract mutually agreed upon.

## 2.8 Performance Security (PS)

2.8.1 The amount of the **Performance Security** shall be as specified in SCC, valid up to the period of the contract plus 60 days.

2.8.2 Within 21 days of receipt of the notification of award of contract, the Contractor shall furnish performance security in the amount specified in SCC, valid till the period of the contract plus 60 days.



2.8.3 The proceeds of the performance security shall be payable to the Contracting Institute as compensation for any loss resulting from the Contractors failure to complete its obligations under the Contract.

2.8.4 The Performance security shall be in one of the following forms:

(a)	A Bank guarantee issued by a Nationalized / Scheduled bank provided in the bidding documents.
<b>OR</b>	
(b)	A Banker's cheque or Account Payee demand draft in favour of Director, IISER, Pune.

2.8.5 The performance security will be discharged by the Contracting Institute and returned to the Bidder after the completion of the duration of the contract or termination of the contract, without levy of any interest.

2.8.6 In the event of any contract amendment, the Contractor shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract.

2.8.7 The order confirmation should be received within 15 days from the date of notification of award. However, the Contracting Institute has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order acceptance and PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.

2.8.8 Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, and then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Contracting Institute with a covering letter to compare with the original BG for the correctness, genuineness, etc.

## 2.9 Terms of Payment

The payment will be made as per the terms as given in SCC.

## 2.10 Change Orders and Contract Amendments

2.10.1 No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

## 2.11 Assignment/Subcontracts

2.11.1 The Bidder shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Contracting Institute's prior written consent.

2.11.2 The selected Contractor shall not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then Contracting Institute shall impose sanctions which shall include: forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.

## 2.12 Penalty clause

Subject to GCC Clause on Force Majeure, if the Bidder fails to perform the Services as specified in the Contract, the Contracting Institute shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the unperformed Services or contract value for each day or part. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

## 2.13 Rights and Exclusions of the Contracting Institute

The contracting Institute holds the rights as specified in SCC and the exclusions which are specified in SCC.

### 2.14 Force Majeure

- 2.14.1 Notwithstanding the provisions of GCC Clauses relating to Extension of Time, Penalty and Termination for Default the Bidder shall not be liable for forfeiture of its Performance Security, Liquidated Damages or Termination for Default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 2.14.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Bidder. Such events may include, but not be limited to, acts of the Contracting Institute in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 2.14.3 If a Force Majeure situation arises, the Bidder shall promptly notify the Contracting Institute in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Contracting Institute in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 2.14.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 21 days, either party may at its option terminate the contract without any financial repercussions on either side.

### 2.15 Termination for Default

- 2.15.1 The Contracting Institute may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part at any time at its convenience. The notice of termination shall specify that termination is for IISER's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. IISER reserves the right to cancel the remaining part and pay to the Contractor an agreed amount for partially completed Services.

(a)	If the Bidder fails to perform any or all of the services as specified in the contract,
(b)	If the Bidder fails to perform any other obligation(s) under the Contract

- 2.15.2 In the event the Contracting Institute terminates the contract, the Performance Security/EMD will be forfeited.

### 2.16 Termination for Unlawful Acts

- 2.16.1 The Contracting Institute may terminate this Contract in case it is determined prima facie that the Contractor has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviours relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
- (a) Corrupt, fraudulent, and coercive practices
  - (b) Drawing up or using forged documents;
  - (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
  - (d) Any other act analogous to the foregoing.

## 2.17 Termination for Insolvency

The Contracting Institute may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Contracting Institute.

### 2.18 Termination for Convenience

2.18.1 The Contracting Institute, by written notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Contracting Institute's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

### 2.18.2 Procedures for Termination of Contracts

The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Contracting Institute shall terminate this Contract only by a written notice to the Contractor conveying the termination of this Contract. The notice shall state:
  - (i) That this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (ii) The extent of termination, whether in whole or in part;
  - (iii) An instruction to the Contractor to show cause as to why this Contract should not be terminated; and
  - (iv) Special instructions of the Contracting Institute, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the Head of the Contracting Institute a verified position paper stating why this Contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Contracting Institute shall issue an order terminating this Contract;
- (e) The Contracting Institute may, at any time before receipt of the Contractor's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Contracting Institute shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Contracting Institute may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Contracting Institute and;
- (h) The Contractor must serve a written notice to the Contracting Institute of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Contracting Institute.

## 2.19 Settlement of Disputes

- 2.19.1 The Contracting Institute and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 2.19.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Contracting Institute or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration.
- 2.19.3 The dispute settlement mechanism / arbitration proceedings shall be concluded as under:

(a)	In case of Dispute or difference arising between the Contracting Institute and contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 2015, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, Indian Institute of Science Education and Research and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the Contract.
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- 2.19.4 The venue of the arbitration shall be the place from where the Work Order or Contract is issued.
- 2.19.5 Notwithstanding any reference to arbitration herein,

(a)	the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; <b>and</b>
(b)	The Contracting Institute shall pay the Contractor any monies due.

## 2.20 Governing Language

The Contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

## 2.21 Applicable Law / Jurisdiction

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

## 2.22 Notices

- 2.22.1 Any notice given by one party to the other pursuant to this contract / order shall be sent to the other party in writing or by e-mail or / and confirmed in writing to the other party's address specified in the SCC.
- 2.22.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 2.22.3 The Contractor shall conform to the provisions of various Central/State Act(s) or the Regulations on the subject as well as terms and conditions of the contract. **He will be liable for the deduction prevailing TDS @ 2% or as per applicability on the total bill as Income Tax as per provision of the Income Tax Act, or as applicable from time to time (This cannot be recovered from the employee's salary and the contractor has to adhere to the TDS as per Income Tax Act).** Apart from this, the Contractor shall also pay government statutory charges on the gross bill at the rates as applicable from time to time. The Contractor will submit to IISER Pune authorities a copy of the receipts. Deduction on account of

government statutory charges on the gross bill may be deducted at source if there are any instructions from the concerned government authorities in this regard.

- 2.22.4 Any obligation and/or formalities which are required to be fulfilled under the Contract Labour (Regulation & Abolition) Act, 1970 as amended from time to time or any other Act for the purpose of entering into and/or execution of this contract shall be carried out by the Contractor at his own expenses, etc., and the Contractor shall report the compliance thereof to IISER Pune authorities. The Contractor shall be solely liable for violation of any provisions of the said Act or any other Act.

**2.23 Period of Contract**

The period of contract will be as specified in SCC

## CHAPTER 2

### B. SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause	Special Condition of Contract (SCC)	
	<b>The Contracting Institute is:</b>  INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH Dr.HOMI BHABHA ROAD PUNE-411 008 (MAHARASHTRA)- INDIA	<u><b>Address for Communication</b></u>  <u><b>Assistant Registrar</b></u> Indian Institute of Science Education and Research, Dr. Homi Bhabha Road, Pashan, PUNE- 411008. <u><b>Tel: +91-020-25908017</b></u>
GCC 2.6	<b>Service contractors Responsibility and Liability ;</b>  i) The Contractor shall provide plantation services and perform all related work included in the Scope of Work as specified in chapter 3.  ii) <b>to the personnel deployed by them in the Contracting Institute.</b>  iii) The contractor will give all the Garden Services including the tools and equipment's as per details given in Chapter 3  iv) The contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed.  v) The contractor is responsible in providing the necessary undertaking and documentary evidence in the regard of deployment of manpower.  vi) The contractor is responsible for the verification of the character and antecedents of all the personnel before their deployment at Contracting Institute and a certification to this effect will be submitted to Contracting Institute.  vii) The contractor shall ensure that the personnel deployed are healthy to perform the assigned duty.  viii) The contractor shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to interest of the Contracting Institute.  ix) All the workers engaged by the contractor for carrying out tasks under this contract shall be deemed to be the employee of the contractor only. The contractor shall be solely responsible for purpose of their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The contractor shall also provide its workers uniform, photo-identity cards which shall be checked by the Contracting Institute, as and when necessary.  x) Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.  xi) The contractor is solely responsible and liable for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, EPF, Bonus, Gratuity, ESI, etc. relating to personnel deployed in Contracting Institute The Contracting Institute shall have no liability in this regard.  xii) In case of any administrative delay in releasing the payment to the contractor, contractor shall continue providing the plantation services at Contracting Institute	

	<p>in time.</p> <p>xiii) The contractor shall not be permitted to transfer or assign his rights and obligations under the contract to any other organization or otherwise.</p> <p>xiv) The contractor shall not assign, transfer, pledge or subcontract the performance of service without the prior written consent of this office.</p> <p>xv) The contractor shall be contactable at all times and messages sent by e-mail special messenger form the Contracting Institute to the service provider shall be acknowledged immediately on receipt on the same day. Non Compliance to this will invoke the penalty.</p> <p>xvi) The contractor personnel's working should be polite, cordial, positive and efficient; their action shall promote good will and enhance the image of this office. The contractor shall be responsible for any act of indiscipline on the part of persons deployed by him.</p> <p>xvii) In case of any theft or loss of property due to negligence or carelessness of your personnel, contractor will be fully responsible and contractor will have to make good of the losses so insures to Contracting Institute, otherwise the same will be deducted from the security deposit or from the contractor Charges payable.</p>
<b>GCC 2.8.1</b>	The amount of the <b>Performance Security</b> shall be <b>10 % of the approximate yearly contract value</b> , valid up to the period of the contract plus 60 days.
<b>GCC 2.9</b>	The <b>method and conditions of payment</b> to be made to the Contractor under this Contract shall be as follows:
	<p>(a) <b>E-Payment:</b> All payments, IISER prefers to make Electronic Transfers (RTGS) through State Bank Of India, NCL Campus Branch,Pune.</p> <p>(b) All payments due under the Contract shall be paid after deduction of statutory levies at source (like TDS, Income Tax, etc.), wherever applicable.</p> <p>(c) <b>Terms of Payment;</b></p> <p><b>Payment to contractor</b></p> <p>i) The Payments to the contractor will be made on quarterly basis based on the work actually done duly certified by Garden Incharge / Admin head.</p> <p>ii) Bills shall be submitted in duplicate as specified in contract and duly certified by the designated officer by the Contracting Institute. The copy of service tax paid challan for the previous quarter as the case should be produced along with the bills for payment. The copy of certificate indicating all the employees of the contractor have been paid the wages as per minimum wages act will also be attached in the bill.</p> <p>iii) All payments to contractor shall be made subject to deduction of TDS (Tax deduction at Source) as per the income-Tax Act, 1961 and other taxes if any as per Government of India rules made applicable from time to time.</p>
<b>GCC 2.12</b>	<p><b>PENALTY:</b></p> <p>(a) The Institute reserves the right to impose a penalty on the contractor for any serious lapses by the contractor or his staff or for any adulteration etc.</p> <p>(b) In the event of finding that plantation services is not up to the standard as specified in Chapter 3, penalty from 1% to 10% of the quarterly bill will be imposed for concerned quarter . Biotic committee will inspect and report the quantum of penalty. The decision of Director , IISER Pune in such matter will be final and binding on the contractor.</p>



	<p>(c) The Contractor will have to follow instructions of the garden incharge/Admin Head related to plantation services. Any change without prior permission from the competent authority may lead to breach of contract and in such a case Institute reserves the right to impose penalty or may lead cancellation of the contract.</p>
<b>GCC 2.13</b>	<p><b>Contracting Institute's Rights and Exclusion</b></p> <ol style="list-style-type: none"> <li>i. The Contracting Institute shall have no liability in for any accident/medical/health related liability for the personnel deployed by contractor at Contracting Institute.</li> <li>ii. No leave of any kind to the personnel shall be sanctioned by Contracting Institute's authority. The contractor shall be liable to make substitute arrangements in case if it required.</li> <li>iii. The deployed personnel of the contractor shall not claim any absorption at any cadre in Contracting Institute at any point of time.</li> <li>iv. The person deployed shall not claim any master &amp; servant relationship against this office.</li> <li>v. The Contracting Institute shall not be liable to provide any residential accommodation to the personnel.</li> <li>vi. The personnel provided by the contractor will not claim to become the employees of the Contracting Institute and there will be no Employee and Employer relationship between the personnel engaged by the contractor for deployment in Contracting Institute.</li> <li>vii. Decision of Contracting Institute in regard to interpretation of the Terms and Conditions of the Agreement shall be final and binding on the contractor.</li> <li>viii. The Contracting Institute may check and ensure that the personnel engaged by the contractor, at no point of time, will be paid less than the minimum rates of wages as prescribed and revised for time to time by state/ Central Govt Labour department under minimum wages Act.</li> <li>ix. Contracting Institute shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service providers. . In case of any theft or pilferages, loss or other offences, the contractor will investigate and submit a report to the IISER and maintain liaison with the police. FIR will be lodged by the IISER Wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility shall be fixed.</li> <li>x. In case of any loss that might be caused to the IISER due to lapse on the part of the personnel discharging duties &amp; responsibilities will be borne by the contractor and in this connection, the IISER shall have the right to deduct appropriate amount from the bill of contracting contractor to make good such loss to the IISER besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the contractor, the IISER shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.</li> <li>xi. In case, the personnel deployed by the contractor are found absent from duty any time or sleeping or found engaged in irregular activities, the IISER shall deduct the requisite amount at the pro-rata from the bill of the contractor besides imposition of penalty for non-observance of the terms of contract.</li> <li>xii. In case of breach of any of the terms of agreement, the performance security deposit of the contractor shall be liable to be forfeited by the IISER. In addition, the contract/Agreement will also be liable to be terminated. Any sum of money</li> </ol>

	<p>due or payable to the IISER including the security deposit refundable to him under the contract can be appropriated by the IISER against any amount which the contractor may owe to the IISER.</p> <p>xiii. If Garden incharge/Admin Head is not satisfied with the quality of the services provided or behaviour of the contractor or his/her employees, the contractor will be served with 24-hour notice to improve or rectify the defect[s], failing which Contracting Institute will be at liberty to take an appropriate action as deemed fit.</p> <p>xiv. The contractor and his staff shall comply with all instructions and directions of the Contracting Institute authorities given from time to time. In the event of any emergent situation, the staff of the contractor shall comply with instructions given by the Contracting Institute authorities, without waiting for confirmation by the contractor.</p> <p>xv. Any Plant dies after plantation an exsting plant dies at the contract period the contractor has to replace the plant/the exact cost to be borne by the contractor if office has purchase the plant from market.</p>
<b>GCC 2.21</b>	The place of jurisdiction is Pune, Maharashtra, India.
<b>GCC 2.22.1</b>	<p><b>For notices,</b> the Contracting Institute's address is</p> <p>THE DIRECTOR Indian Institute of Science Education and Research Dr.HOMI BHABHA ROAD PUNE-411 008 (MAHARASHTRA)- INDIA <b>E-mail address:</b> <i>purchase@iiserpune.ac.in</i></p>
<b>GCC 2.23</b>	The award of contract is for an aggregate period of 3 years, which will initially be given for a period of one year and reviewed for extension for another year(s) on the basis of service rendered by the agency. The rates quoted should be valid for a period of 3 years



2. Dress (Uniform), appropriate footwear, raincoat, hand gloves, umbrellas, helmets and other necessary safety equipment's to all the workers be provided by the contractor.
3. Frequent visit may be required by contractor/incharge person of the site to meet incharge for progress of activity to review on monthly basis
4. Manure, insecticides, soil, seeds, new saplings to replace dead plants will be obtained by the contractor. Only unusual and unique requirements, if specifically required in any unusual circumstance will be provided by the institute.

### 3.5 SCOPE OF THE INSTITUTE

1. Store room with lock and key arrangement to be provided by the Institute
2. Area to be earmarked for nursery composting and other necessary operations.
3. All machines required for gardening such as lawn mowers, weeding devices, shredder for composting to be provide by the Institute

#### Annex list

### Appendix I:

#### Zone wise list of trees, climbers and other plants

##### **i. Evergreen and deciduous trees:** Mainly the first to be viewed after entering the main gate.

- |                                    |                           |
|------------------------------------|---------------------------|
| 1. <i>Garcinia indica</i>          | (Kokum)                   |
| 2. <i>Garcinia talbotii</i>        | (fansada)                 |
| 3. <i>Carallia brachiata</i>       | (phanshi)                 |
| 4. <i>Antiaris toxicaria</i>       | (upas)                    |
| 5. <i>Drypetes roxburghii</i>      | (putranjiva)              |
| 6. <i>Xantolis tomentosa</i>       | (katekumbal, false mahua) |
| 7. <i>Pterygota alata</i>          | (karavati)                |
| 8. <i>Ardisia solanacea</i>        | (Dikna, bugdi)            |
| 9. <i>Aglaia elaeagnoidea</i>      | (priyangu)                |
| 10. <i>Heritiera littoralis</i>    | (sundari – mangrove)      |
| 11. <i>Barringtonia asiatica</i>   | (samudraphal)             |
| 12. <i>Xylia xylocarpa</i>         | (jambha)                  |
| 13. <i>Terminalia arjuna</i>       | (arjun)                   |
| 14. <i>Terminalia chebula</i>      |                           |
| 15. <i>Trema orientalis</i>        |                           |
| 16. <i>Caryota urens</i>           | (fish tail palm)          |
| 17. <i>Pterocarpus santalinus</i>  | (raktchandani)            |
| 18. <i>Aphanamixis polystachya</i> | (rohitak, rakt-rohida)    |
| 19. <i>Memecylon Umbellatum</i>    | (anjan)                   |
| 20. <i>Pterospermum xylocarpum</i> | (muchkund)                |
| 21. <i>Atlantia racemosa</i>       | (makadlimbu)              |
| 22. <i>Diospyros montana</i>       |                           |

## 23. *Syzygium cumini*

Other deciduous sp.

24. *Dillenia* sp. (karmal)
25. *Anogeissus latifolia* (dhawada)
26. *Stercularia urens* (karu, bhutya)
27. *Sterculia guttata* (kookar)
28. *Haldina cordifolia* (haldu)
29. *Bombax ceiba* (shalmali, kate-sawar)
30. *Bridelia retusa* (Asana)
31. *Gmelina arborea*, (shivan)
32. *Diospyros melanoxylon* (tendu)
33. *Mitragyna Parvifolia* (true kadamb)
34. *Pterocarpus marsupium* (bija)
35. *Heterophragma quadriloculare* (varas)

**ii. All season flowering garden:** Species of indigenous trees, shrubs and herbs that flower in different seasons so that the garden has some species in flower all around the year. The proposed site for this garden is the central area replacing the lawns.

- |                                    |                              |  |
|------------------------------------|------------------------------|--|
| 1. <i>Jacaranda</i>                |                              | Feb                                    |
| 2. <i>Cassia fistula</i>           | (Amaltash, bahava)           | May                                    |
| 3. <i>Butea</i>                    | (palash)                     | Feb-Mar                                |
| 4. <i>Erythrina variegata</i>      | (Indian coral, pangara)      | Jan-Feb                                |
| 5. <i>Bombax ceiba</i>             | (Shalmali, kate-sawar)       | Feb-Mar                                |
| 6. <i>Woodfordia fruticosa</i>     | (Dhayati)                    | April-May                              |
| 7. <i>Gnidia glauca</i>            | (rametha, daatpadi)          |  |
| 8. <i>Careya arborea</i>           | (kumbha)                     |  |
| 9. <i>Nyctanthus arbortristis</i>  | (prajakt)                    | Jul-Aug                                |
| 10. <i>Mellingtonia hortensis</i>  | (buch, cork tree)            | Sep-Oct                                |
| 11. <i>Gardenia jasminoides</i>    |                              |  |
| 12. <i>Nerium indicum</i>          | (kaner)                      |  |
| 13. <i>Ixora arborea</i>           |                              |  |
| 14. <i>Wrightia antidysentrica</i> | (pandhara kuda)              | June                                   |
| 15. <i>Adenantha pavonina</i>      | (ratangunj)                  | (sep-Oct)                              |
| 16. <i>Saraca asoka</i>            | (sitecha ashok)              | (Oct)                                  |
| 17. <i>Calophyllum inophyllum</i>  | (Undi)                       | (Dec)                                  |
| 18. <i>Plumeria</i>                | (Frangipani, pandhara chafa) | - <b>ALREADY PRESENT</b>               |
| 19. <i>Pongamia Pinnata</i>        | (karanj)                     | April - <i>Calycopteris floribunda</i> |
| 20. (kukshi)                       |                              | long lived flowers                     |
| 21. <i>Schleichera Oleosa</i>      | (kusum)                      | Feb-Mar Leaves –                       |
| 22. <i>Indigofera cassioides</i>   | (chimanati)                  | jul-Sep                                |
| 23. <i>Ochna obtusata</i>          | (ramdhan champa)             |  |

**iii. Fragrance and nectar trail:** Trees and shrubs rich in flowers with fragrance and nectar content. These along with food plants of certain butterflies will attract a good diversity of bees and butterflies. The ideal location for fragrance will be in small patches around the residential areas.

1. *Mammea suriga* (surangi)
2. *Morinda citrifolia* (bartondi)
3. *Ixora malabarica*
4. *Jasminum* spp.
5. *Mimusops elengi* (bakul)
6. *Murraya paniculata* (kunti)
7. *Gardenia jasminoides*
8. *Couroupita guianensis* (cannonball tree)
9. *Lagerstromia microcarpa* (naked lady of the forest)
10. *Artabotrys hexapetalus* (hirwa chapha)
11. *Ligustrum perrottetii* (nilgiri privet)

**iv. Wild edible fruit:** Less known edible fruit trees and shrubs mainly from the western ghats.

1. *Atrocarpus altilis* (nir-phanas)
2. *Atrocarpus heterophyllus* (jack-fruit, phanas)
3. *Atrocarpus incisia* (breadfruit)
4. *Ziziphus* (ber)
5. *Ziziphus rugosa* (toran)
6. *Averrhoa bilimbi* (Bimbal)
7. *Karambola* (karambal)
8. *Carrisa carandas* (karavand)
9. *Meyna laxiflora* (alu)
10. *Phyllanthus emblica* (amla, dongri awala)
11. *Phyllanthus reticulata* (rai-awla)
12. *Limonia acidissima* (Kavat)
13. *Syzygium* spp.
14. *Buchanania* (Charoli)
15. *Madhuka* (moha, mahua)
16. *Cordia dichotoma* (Bhokar)
17. *Diospyros melanoxylon* (tendu)
18. *Morus Alba* (tuti, mulberry)
19. *Annona squamosa* (sitaphal)
20. *Annona reticulata* (ramphal)
21. *Elaeagnus conferta* (ambguli)

**v. Wild mango germplasm:** Over 60 varieties of wild mango trees in the western ghat.

**vi. Grassland:** natural grassland but with focus on some important or rare species. The area under the high tension line where no trees can be planted, is ideal for a grassland.

Experimental grass species plantation: *Heteropogon triticius*

Trees bordering or low density interspersed with grassland:

1. *Dolichandrone Falcata* (medhshingi)
2. *Adansonia* (baobab, gorakhchinch)
3. *Prosopis cineraria* (khejri)
4. *Chloroxylon sweitenia* (bhira)

**vii. Big canopy trees:** including Banyan, peepal, tamarind, mahaneem and others. One mixed canopy at the very center of the campus along with sitting places in stone. A few others can be planted at the center of main joints and circles with a ‘katta’ or ‘paar’ around it.

1. *Tamarindus indica* (tamarind)
2. *Ficus bengalensis* (vad)
3. *Ficus hispida* (kala umbar)
4. *F. religiosa* (pimpal, peepal)
5. *F. racemosa* (umbar, audumbar)
6. *Albizia lebbbeck* (shirish)

Other *Ficus* species:

8. *F. Lyrata*
9. *F. Peandurata*
10. *F. infectoria*
11. *F. elastic*

**viii. Medicinal and aromatic plants:** plants rich in secondary metabolites.

1. *Saraca asoka* (Sitecha ashok)
2. *Gardenia* (kuda)
3. *Sapindus Trifoliatius* (ritha)
4. *Semecarpus Anacardium* (bibba)
5. *Fumaria indica* (shahtara)
6. *Rauvolfia serpentine* (sarpgandha)
7. *Withania somnifera* (ashwagandha)
8. *Chlorophytum arundinaceum* (safed musli)
9. *Operculina turpethum* (nishottar)
10. *Odina wodier* (amti, shimti)
11. *Gloriosa superba* (Kalalawi)
12. *Gardenia resinifera* (dikemali)
13. *Cissus quadrangularis* (hadjod)
14. *Asparagus* (shatawari)
15. *Tinospora cardifolia* (gulvel)
16. *Clerodendrum serratum* (bharangi)
17. *Acacia concinna* (shikakai)
18. *Trewia polycarpa* (petari)
19. *Entada* sp.
20. *Amoora rohitica*



**ix. RET zone:** Some rare, endangered or threatened tree species.

1. *Elaeocarpus recurvatus* (rudraksh)
2. *Holostemma ada-kodien* (arkpushpi, creeper)
3. *Nothapodytes nimmoniana* (narkya)
4. *Oroxylum indicum* (tetu)
5. *Acacia concinna* (shikekai)
6. *Justicia adhatoda* (adulsa)
7. *Uvaria narum* (neelvalli)
8. *Caesalpinia cucculata*
9. *Moullava spikata* (waghati)
10. *Canarium strictum* (dhoop)
11. *Bombax insigne*
12. *Manilkara littoralis* (Andaman wild chickoo, bullet wood)
13. *Gnetum ula* (western ghat gymnosperm, interesting evolutionary linkages)
14. *Prunus ceylanicus* (ceylone cherry)
15. *Acrocarpus fraxanifolius* (pink cedar)
16. *Beilschmiedia dalzellii* (Dalzel's walnut)
17. *Persea macrantha* (gulaamba)
18. *Vatica chinensis* (vatika)
19. *Bombax elipticum*

**x. Avenue trees:** all along the roadside, much part of it already planted. The rest can be done with more shade giving species.

1. *Albizia lebbeck* (Shirish)

Climbers over parking shades or trees

1. *Rubia cordifolia* (manjishtha)
2. *Tinospora sinensis* (gulvel)
3. *Ampelocissus indica* (wild grape)
4. *Piper galeatum* (helmet pepper)
5. *Aristolochia indica* (duck flower)
6. *Clematic heynei* (morvel, raanjai)
7. *Abrus precatoris* (gunj)
8. *Clematis smilacifolia* (zipare phool)
9. *Salacia chinensis* (saptachakra)
10. *Hiptage benghalensis* (madhavi-lata)
11. *Calycopteris floribunda* (kukshi)
12. *Argyria speciosa*

**xi. Kitchen garden:** mainly to be run by the faculty houses, young children from our families to be given substantial freedom and responsibility of it. Space south of the faculty buildings.

Trees surrounding the kitchen garden, provide edible parts

1. *Moringa oliefera* (Drumstick tree)
2. *Aegles marmelos* (bel)
3. *Murraya koenigii* (kadhipatta)
4. *Sesbania grandiflora* (hadga)

**xii. Rock, cactus and succulent garden:** flanking the open air theatre

**xiii. Lower forms of higher importance:** ferns, mosses, mushrooms etc can be grown under the canopy, does not need separate space, but needs efforts to maintain.

**xiv. Bamboo grove:** the existing grove to be expanded and new ones created that would be visible immediately on entrance from either side.

**xv. Small pond with aquatic life:** the existing one in front of the guest house will be used to maintain water lilies and other aquatic plants.

## Eligibility & Qualification Requirements and Evaluation Methodology

### 4.1. ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

- a. **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity under the Companies Act. A proof for supporting the legal validity of the Bidder shall be submitted.
- b. **Registration:** The Bidder should be registered with the Income Tax, Professional Tax, Goods and Services Tax, labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation and MLWF.
- c. **Clearance:** The Bidder should also have clearance from Goods and Services Tax Department, and Income Tax Department. Relevant proof in support shall be submitted.

#### 4.1.2 Documents supporting the Minimum Eligibility Criteria

- (i) In proof of having fully adhered to the minimum eligibility criteria at 1(a), attested copy of Certificates of Incorporation issued by the respective registrar of firms/companies.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 1(b), attested copies of PAN, PT Registration, GST Registration, Labour Registration, EPFO Registration, ESIC and MLWF Registration shall be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 1(c), attested copies of GST Returns (01 July 2017 onward), Income Tax returns for the last three year shall be acceptable.

### 4.2 Qualification CRITERIA

- a. **Number of years in Operations /Experience:** The Bidder shall have minimum number of years of operation in the similar field minimum for 03 years. Also, the Bidder should have demonstrable experience in the similar field of providing landscaping /gardening/plantation services in the Government Departments / Govt. Autonomous bodies / Public Sector (Central or State)/Private sector for the last three consecutive years. In case no bidder has provided government experience / public sector experience, then the bidders with experience in reputed organizations may be considered by the competent authority of the contracting Institute.
- b. **Turnover:** The Bidder should have Average Annual financial turnover of minimum 7.5 lac per annum during the previous 3 years, ending 31<sup>st</sup> March 2017
- c. **Number of Manpower on roll:** The Bidder should have minimum manpower of 5-10 personnel on roll.
- d. **Quality Related:** Bidder should have at least one quality related certification.
- e. The Bidder should have its branch office in Pune.

#### 4.2.1 Documents supporting the Qualification Criteria

- (i) In proof of having fully adhered to qualification criteria at 4.2 (a), attested copy of experience certificates for completed work of last 3 years and/ or on going work issued by the Government Departments / PSUs shall be acceptable. The bidder has to submit the relevant work experience certificates as per format given in **Chapter-5 Annexure-F**.
- (ii) Attested copy of the audited Profit and Loss Account and Balance Sheets for the completed three financial year i.e. for 2014-15, 2015-16 and 2016-17. The bidder has to submit the relevant turnover certificates as per format given in **Chapter-5 Annexure-E**
- (iii) Attested copy of ECR showing number of manpower, EPFO and ESIC Challan in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters shall be acceptable.

(iv) In proof 4.2 (d) Copies of the ISO certification or any other certification should be attached (viz. ISO, SA, OHSAS and any other National Accreditation Certificate).

(v) In proof of 4.2 (e) copy of Registration Certificate under The Maharashtra Shops and Establishments Act.

**Note : The bidders who do not fulfil the above Qualification Criteria shall be rejected during the Evaluation of Technical Bid.**

### 4.3 TECHNICAL EVALUATION OF SERVICE FACILITIES (SEGREGATED TYPE)

4.3.1 Bidder qualifying in criteria mentioned in clause 4.2 will be eligible for further evaluation. The committee formed by the Institute will visit at least 2 to 3 sites of each bidder and shall assign the marks, based on the following parameters.

Sr No	Criteria	Maximum Marks
1	Knowledge of indigenous tree species, particularly the ones prescribed in the list	10
2	Experience of planting native tree and shrub species	10
3	Nursery of indigenous tree species with adequate supply of saplings of the enlisted species	10
4	Experience of working with academic institutions and involving students in ecorestoration education activities	10
5	Experience in soil conditioning, organic enrichment, mulching etc	10
	<b>Total</b>	<b>50</b>

The bidders who get minimum 30 marks out of 50 in technical evaluation of their Service facilities shall be qualified for next stage of financial opening of bids. The bidders who get less than 30 marks shall stand rejected from further process of bid evaluation.

4.3.1 The total marks obtained by a Bidder in the technical bid shall be allocated 50% of weightage and the financial bids shall be allocated 50% weightage, and thereby making a total of 100% weightage for the evaluation of bids.

4.3.2 If a Bidder has secured 35 marks out of the total 50 marks in technical evaluation, his technical bid value shall be 35.

4.3.3 The bidder who is qualified in the technical bid evaluation stage shall only be called for opening of commercial bids. Contracting Institute shall intimate the bidders, the time/ venue for the commercial Bid opening by e-mail/ Telefax.

#### 4.4 FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

- 4.2.1 The financial evaluation shall be carried out and financial bids of all the bidders shall be given 50% of weightage.
- 4.2.2 The Bidder with the lowest percentage quoted shall be assigned value of 50 (i.e.  $50\% \times 100$ ) and his total scores of the bid shall be as per Illustration-1.
- 4.2.3 **Illustration-1** : The Bidder having lowest percentage of all financial bids has quoted 4.5 % and his value in technical bid evaluation is 40 then his total value shall be 90 i.e. (40 Technical bid Value + 50 Financial bid Value)
- 4.2.4 The financial bid value of the other bidders shall be computed as under and as explained at Illustration-2 :  $50 \times \text{Lowest percentage quoted} / \text{Percentage quoted by the bidder}$ .
- 4.2.5 **Illustration-2**: If the Bidder has quoted 6 % in its price bid then its financial bid value is  $(50 \times 4.5) / 6 = 37.5$ . Technical bid value of this bidder is 45, and then its total value shall be 82.5.
- 4.2.6 The Bidders' ranking shall be arranged depending on the values obtained by each of the bidder both in Technical bid Evaluation and Financial bid Evaluation.
- 4.2.7 The bidder with highest value (Technical bid plus Financial bid) shall be deemed as the L-1 Bidder for award of contract.
- 4.2.8 In case of two or more bidders are evaluated as L-1 then the bidder quoting lower percentage in financial bid shall be awarded the contract.
- 4.2.9 In case of two or more bidders are evaluated as L-1 and the percentage in price bid is also equal then the bidder having the highest turnover during financial year 2016-17 shall be awarded the contract.

## CHAPTER 5

### STANDARD FORMS

Sr. No.	Name of the Form	Annexure
1	Bidder Information Form	A
2	Letter of Bid/Bid form	B
3	Bid Security Form/BG	C
4	No-Relation certificate	D
5	Statement Showing Turnover	E
6	Details of work experience	F
7	Declaration regarding Clean Track/No legal Action	G
8	Client List	H
9	Document check list	I
10	Performance Security Form	J
11	Indemnity Bond	K
12	Contract Form	L
13	Price Bid	M

- NOTE:**
1. Forms at Annexure A to I to be submitted along with Technical bid.
  2. The Successful Bidder shall submit Documents with reference to Annexure J TO L after Award of Contract as mentioned in Work Order.
  3. Price bid (Annexure-M) should be enclosed in commercial bid only.

**BIDDER INFORMATION FORM**

1	NAME OF THE COMPANY	
2	NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE	
3	COMMUNICATION ADDRESS	
4	PHONE NO./MOBILE NO.	
5	E-MAIL I.D.	
6	PAN Number	
7	GST Number	
8	EPF Registration	
9	ESIC Registration	
10	Miscellaneous	
<b>PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE</b>		
1	NAME F OF THE CONTACT PERSON	
2	DESIGNATION	
3	PHONE NO.	
4	MOBILE NO.	
5	E-MAIL I.D.	

Date :-

Signature of the Authorised Signatory

Place:-

Designation : (Office seal of the Bidder)



Date:

**BID FORM**

To,

The Director,  
Indian Institute of Science Education and Research  
Dr. Homi Bhabha Road, Pashan  
Pune 411 008

**Ref: Invitation for Bid No. TENDER NO.**\_\_\_\_\_

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Agenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing Garden services for the The Director, Indian Institute of Science Education and Research, Dr. Homi Bhabha Road, Pashan, Pune.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

Note: Authorized person shall attach a copy of Authorization for signing on behalf of Bidding company.

Full Name and Designation  
(To be printed on Bidder's letterh

**BID SECURITY FORM**  
**(For Bank Guarantee)**

Where as \_\_\_\_\_  
(here in after called the tenderer)  
has submitted their offer dated \_\_\_\_\_ for the providing of Plantation Services against the Contracting Institute's Tender No.IISER/PUR/1483-A/2017. KNOW ALL MEN by these presents that WE

of \_\_\_\_\_ having our registered office  
at \_\_\_\_\_ are bound un to Indian Institute of Science Education and Research, Pune  
(here in after called the "Contracting Institute") in the sum of Rs. 1,00,000/- (Rupees One lakh only).

For which payment will and truly to be made to the said Contracting Institute, 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 tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.
(2)	(a) If the tenderer having been notified of the acceptance of his tender by the Contracting Institute during the period of its validity. If the tenderer fails to furnish the Performance Security for the due Performance of the contract. OR (b) Fails or refuses to accept/execute the contract.

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

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
(Signature of the authorized officer of the Bank)

Name and designation of the officer  
Seal, name & address of the Bank and address of the Branch

**Note:** Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Contracting Institute with a covering letter to compare with the original BG for the correctness, genuineness, etc.

**No Relation Certificate**

I..... son of ..... resident of ..... hereby certify that none of my relative (s) called for hiring manpower/ labourers for the usage of IISER, vide Tender No: IISER/PUR/1483-A/2017 is / are employed in Indian Institute of Science Education and Research, Pune. In case at any stage, it is found that the information given by me is false / incorrect, IISER shall have the absolute right to take any action as deemed fit / without any prior intimation to me.

Signed.....

For and on behalf of the Bidder

Name .....

Designation .....

Date.....

**TURNOVER CERTIFICATE SHOWING TURNOVER DURING LAST THREE FINANCIAL YEARS**  
**As specified in Clause 4.2 (b) & 4.2.1 (ii)**

**NAME OF CONTRACTOR :**

Sr. No.	Name of work	Amount put to Tender/Tendered cost	Agreement No.	Date of Commencement and Date of Completion (If work completed)	Amount of work done during each of last three financial years (Rs. In Lakhs)			Amount of work still remaining to be executed	Remarks
					2014 - 2015	2015 - 2016	2016 - 2017		
1	2	3	4	5	6	7	8	9	10
Grand Total									
Average Annual Turnover									

**Signature and seal of contractor**

Note: This is only a standard form. Details are to be finished in this format in the form of typewritten statements which shall be enclosed in Technical bid. Please mention the Grand total and Average Annual Turnover.

# **WORK EXPERIENCE CERTIFICATE**

**As Specified in Clause 4.2 (a) & 4.2.1 (i)**

(Attach certified copies of work done Certificates)

## **NAME OF THE CONTRACTOR:**

Sr. No.	Name of work	Agreement No.	Tendered Amount (Rs. In lakhs)	Date of commencement	Stipulated Date of completion	Value of work already done (Rs. in lakhs)	Value of balance work (Rs. in lakhs)	Probable date of completion	Remarks
1	2	3	4	5	6	7	8	9	10

**Signature and seal of contractor**

Note: This is only a standard form. Details are to be furnished in this format in the form of typewritten statements which shall be enclosed in Technical bid.

(On Company / firm's Letterhead)

To,

Date :

The Director  
Indian Institute of Science Education And Research Pune  
Dr.Homi Bhabha Road  
Pashan Pune 411 008

Sir,

**Ref:**

I/we have carefully gone through the Terms & Conditions contained in the above referred RFP. I/we hereby declare that my company / firm is not currently debarred / black listed or no legal case pending by any Government / Semi Government Organizations / Institutions in India or abroad. I/we further certify that I'm competent officer in my company /firm to make this declaration.

Or

I/we declare the following

No.	Country in which the company is debarred / blacklisted / case is Pending	Black listed / debarred by Government / Semi Government Organizations / Institutions	Reason	Since when and for how long

(NOTE : In case the company / firm was blacklisted previously, please provide the details regarding Period for which the company / firm was blacklisted and the reason/s for the same)

Yours faithfully

(Signature of the Bidder)

Name

Designation

# CLIENT LIST

# ANNEXURE H

(On Company / firm's Letterhead)

To,

Date :

The Director  
Indian Institute of Science Education And Research Pune  
Dr.Homi Bhabha Road  
Pashan Pune 411 008

Sir,

**Ref :**

I/we hereby mention following list of clients where our firm had provided services :

Sr. No.	Name of Educational Institute	Description of Work done	Contact Person & Telephone No.

Yours faithfully,

(Signature of the Bidder)

Name

Designation

Seal

Date :

Business Address :

Encl : As above

**Documents supporting Eligibility criteria and Qualification requirement and other supporting documents**

Sr.No.	Description	Particulars	Copy Attached
	<b>Documents Supporting Eligibility Criteria</b>		
1.	Name of the Organization/Firm, Location of Head Office with complete address with Telephone/Fax Nos.		Yes/No
2.	Branch address in Maharashtra		
3.	Constitution and Nature of firm (State whether sole proprietor/partnership firm/limited company)		
4.	Year of Establishment		
5.	Registration Number under applicable act with a copy of registration certificate with validity date		Yes/No
6.	Name and Address of Directors, in case of Company: Name and Address of Sole Proprietor Name and Address of Partners in case of partnership firm		
7.	(a) Name of Bankers and branch with full address (b) Style of account and Number (c) Name(s) of Person (s) operating the account (enclose banker's certificate).		Yes/No
8.	EPF Code Number with Photo Copy of Certificate.		Yes/No
9.	ESI registration Number with Photocopy of certificate		Yes/No
10.	Copies of certificates/allotment letter of Service Tax		Yes/No
11.	Copies of certificates/allotment letter of PAN/ TAN Number		Yes/No
13.	Copy of Last Income Tax return		Yes/No
	<b>Documents supporting Qualification Criteria</b>		
14.	Copies of Experience certificate as described in Annexure "F"		Yes/No
15.	Copies of balance sheet and P &L A/c for the last 3 years duly certified by the CA		Yes/No
16.	Turnover certificate as specified in Annexure E"		
17.	Copies of ISO and other quality related certificate, if any		Yes/No
	<b>Other Documents</b>		
18.	List of Arbitration Cases (if any)		Yes/No
19.	Bank draft for Earnest Money of Rs. 1,50,000.00		Yes/No
20.	Bank Draft for Tender Fees of Rs.500.00		Yes/No
21.	Annexure "A" ,"B" ,"D" ,"E" ,"F" ,"G" and "H"		Yes/No
22.	Annexure M		Yes /No



(To be executed on non Judicial stamped paper of an appropriate value)

Date : .....  
 Bank Guarantee No : .....  
 Amount of Guarantee : .....  
 Guarantee Period : From ..... to.....  
 Guarantee Expiry Date : .....  
 Last date of Lodgement : .....

**WHEREAS** office of the Director, IISER having its office at Dr. Homi Bhabha Road, Pashan, Pune (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on *[Please insert date of acceptance of the letter of acceptance(LoA)]* (“**Contract**”) with *[insert name of the Successful Bidder]* .....(hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the plantation services (“**Plantation Services**” shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number *[insert reference number of the Tender Documents]* Dated: - *[insert date of issue of Tender Documents]* .....and various other documents forming part thereof.

**AND WHEREAS** one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Pune for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

**AND WHEREAS** the Contractor has approached *[insert the name of the scheduled bank]* (here in after referred to as the “**Bank**”) having its registered office at *[insert the address]*.....  
 ..... and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

(i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.

(ii) However, the Bank’s liability under this bank guarantee shall be restricted to an amount not exceeding *[figure of ..... Guaranteed Amount to be inserted here]*.....only)

(iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.

(iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.

(v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.

(vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the

purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.

(vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

(viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.

(ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

(x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.

(xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the

Power of Attorney Dated: -

[*date of power of attorney to be inserted*]..... granted to him by the Bank.

Date:

Bank Corporate Seal of the Bank

\By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

**INDEMNITY BOND**

No. -----

Date:-----

**1) *Amalgamation/Acquisition***

In the event of M/s. -----proposes for amalgamation, acquisition or sale of its business to any other firm during this contract period, M/s.----- and proposed Buyer/Successor of the Principal Company are liable to execute, fulfill contractual obligations without any deviations. For this purpose M/s. -----/M/s.----- and proposed Buyer/Successor of the Principal Company shall indemnify itself to the Director, Indian Institute of Science Education and Research, Pune to fulfill the contractual obligations as per the terms of the IISER Tender and quotation of M/s. -----No. ----- dated-----and Indian Institute of Science Education and Research P.O. No.-----dated -----. The contractual obligations are providing manpower services as per the above mentioned Work Order.

**2) *Joint Venture, Consortium or Association***

If the Contractor is a joint venture, consortium, or association, all the parties shall be jointly and severally liable to the IISER for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the IISER.

**3) *Responsibility and liability***

The Contractor shall be solely responsible for any accident/Medical/ health related liability/compensation for the personnel deployed by it at IISER. The IISER shall have no liability in this regard.

For M/s. -----

**Contract Form**

Contract No. \_\_\_\_\_ Date: \_\_\_\_\_

THIS CONTRACT AGREEMENT is made on \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_

BETWEEN

- (1) Indian Institute of Science Education and Research working/associated under the MHRD, Government of India having its registered office at Dr. Homi Bhabha Road, Pashan, Pune- 411008. (here in after called "the Contracting Institute"), and
- (2) \_\_\_\_\_, a corporation incorporated under the laws and having its principal place of business at \_\_\_\_\_ (hereinafter called "the Contractor").

WHEREAS the Contracting Institute invited bids for providing manpower services and has accepted the Bid for the providing of these Services as per the schedule of rates of Contractor charges given in Annexure-J

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
02. The following documents shall constitute the Contract between the Contracting Institute and the Contractor, and each shall be read and construed as an integral part of the Contract:

(a)	This Contract Agreement
(b)	General Conditions of Contract
(c)	Special Conditions of Contract
(d)	Scope of work
(e)	The Contractor's Bid Annexure B
(f)	The Contracting Institute's Notification of Award

03. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
04. In consideration of the payments to be made by the Contracting Institute to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Contracting Institute to provide plantation services as given in scope of work
05. The Contracting Institute hereby covenants to pay the Contractor in consideration of the provision of the Services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the **Indian Institute of Science Education and Research**

Signed : \_\_\_\_\_  
in the capacity of \_\_\_\_\_  
in the presence of \_\_\_\_\_

Signed : \_\_\_\_\_  
in the capacity of \_\_\_\_\_  
in the presence of \_\_\_\_\_

For and on behalf of the Contractor

Signed : \_\_\_\_\_  
in the capacity of \_\_\_\_\_  
in the presence of \_\_\_\_\_

**(To be sealed in separate envelope marked as “Financial Bid”)**

**PRICE BID FORM**

Sr.No	Particulars	Total Cost (includes – Manpower, Saplings and all other associated cost	Taxes	Grand Total
1	1 <sup>st</sup> Year 4000 (Trees + Shrubs )			
2	2 <sup>nd</sup> Year 1000 (Trees +Shrubs and Replacing Dead Ones )			
3	3 <sup>rd</sup> Year 1000 (Trees + Shrubs and Replacing Dead Ones.)			
	Total Amount			

Date:

Signature of Contractor

With Name, Address with rubber stamp

**IMPORTANT NOTICE**

TENDERERS RESPONDING TO THIS ENQUIRY SHALL BE DEEMED TO BE AGREEABLE TO THE TERMS AND CONDITIONS HEREIN CONTAINED. THESE TERMS AND CONDITIONS SHALL BE BINDING ON THE SUCCESSFUL TENDERER. CONDITIONAL TENDERS ARE LIABLE TO BE REJECTED. IISER PUNE WILL PROCESS THE TENDER AS PER IISER PUNE STANDARD PROCEDURES. THE DIRECTOR OF THE INSTITUTE RESERVES THE RIGHT TO REJECT ANY OR ALL OR PART OF TENDER WITHOUT ASSIGNING ANY REASON AND SHALL ALSO NOT BE BOUND TO ACCEPT THE LOWEST TENDER. IISER PUNE WOULD NOT BE UNDER ANY OBLIGATION TO GIVE ANY CLARIFICATIONS TO THE AGENCIES WHOSE BIDS ARE REJECTED.

I agree to all terms and conditions mentioned in the tender document of the Institute

Signature of the Tenderer