

**TENDER FORM FOR
“MAINTENANCE OF LANDSCAPING AND
HORTICULTURE WORKS AT SNBNCBS”**

**S. N. Bose Centre for basic sciences
Block-JD, Sector –III, Salt Lake, Kolkata-700098**

A. NOTICE INVITING TENDER

Sealed bids for “**Maintenance of Landscaping & Horticulture Works**” at the Campus of.Satyendra Nath Bose National Centre for Basic Sciences, Salt Lake, Sector-III, Block-JD, Kolkata– 700098, are invited, from qualified and experienced agencies.

A.1. Qualification of the Bidder:

- (a) The bidder should have minimum 3 years of experience in Horticulture & Landscaping work, preferably in Govt./Semi Govt./PSU organization/Educational Institution with minimum single work order value of Rs.5,00,000/-.
- (b) The average annual turnover of the bidder shall be minimum of Rs. 10,00,000/- (Rupees Ten Lakh) during last three years.
- (c) The bidder should possess valid trade license and provide registration with EPF, ESI, Service Tax, Professional Tax etc. and also with the Regional Labour Commissioner (West Bengal).

A.2. Details of the Bid Documents:

- A.2.1 Bid document can be downloaded from the Centres Official website www.bose.res.in
- A.2.2 All tenders should be accompanied with an Earnest Money Deposit (EMD) of Rs.40,000/- (Rupees Forty Thousand only) payable in the form of Demand Draft/ Bankers Cheque in favour of S. N. Bose National Centre for Basic Sciences, Kolkata – 700 098.
- A.2.3 The validity of the tender shall be 90 (ninety) days from the last date of submission of bid.

Acting Registrar

B. INSTRUCTION TO BIDDER

B.1 Submission of Bid:

- B.1.1. The bid in original form only shall be submitted by the bidder.
- B.1.2. Bidder is advised to submit the bid strictly in accordance with the terms and conditions and specifications contained in the bid document and not to stipulate any deviation or condition. Centre reserves the right to reject any bid containing deviations to the terms, conditions and requirements stipulated in the bid document.
- B.1.3. Bid shall be submitted in two parts: **Part I - Technical Bid** and **Part II - Price Bid**. Part-I and Part-II should be separately sealed and superscripted with the words "Part I: Technical Bid" and "Part II: Price Bid", whichever is applicable. Both the parts should be put in one single envelope with one single sealed envelope with the words "**Bid for Maintenance of Landscaping & Horticulture Works at SNBNCBS**". The full name, postal address and telephone number, Fax number (if available) of the Bidder shall be written on the bottom left hand corner of the sealed cover.

PART – I: Technical Bid shall contain the following:

- a. Earnest Money Deposit (EMD)
- b. Blank bidding document duly signed and stamped on all pages by the authorised signatory thereby accepting all terms and conditions.
- c. Details of providing Horticulture & Landscaping done in the past with proof certificate.
- d. Details of present assignments with proof certificates.
- e. Performance certificates from the past and present employers.
- f. Company profile.
- g. Documents related to Trade License and IT PAN, Professional Tax Registration, Service Tax Registration.
- i. Financial statement for last 3 years (2009-2010, 2010-2011 and 2011-2012).
- j. Additional documents, if any.

PART – II: Price Bid shall contain the Price Bid as per schedule of rates enclosed.

- B.1.4 The tender shall be dropped in the Tender Box kept at the ground floor of the Centre. The due date of Tender Submission is 18.03.2013 up to 14-00 hours IST. Technical Bid shall be opened at 15.30 hrs in presence of authorized representative of Bidders. Technically qualified bidders will be invited to be present during opening of the price bid.

B.2. BIDS:

B.2.1. Signature on BID(s)

- i. The bid must contain the name, address and contact details of business of the person or persons submitting the bid and must be signed and sealed by the bidder with his signature on every page of the bid. The names of all persons signing should also be typed or printed below their signatures.
- ii. Bid by a partnership firm / consortium of firms must furnish names of all partners and be signed in the partnership name, followed by signatures and designations of authorized partners or other authorized representatives. The copy of partnership deed / consortium agreement should also be furnished.
- iii. Bid by a corporation / company must be signed in the legal name of the corporation / company, by the President / Director or by the secretary or other person, or persons authorized to bid on behalf of such corporation / company with seal of the corporation / company.
- iv. Satisfactory evidence of authority of the person signing on behalf of the bidder be furnished.
- v. The bidder's name stated in the bid shall be exact legal name of the firm / company / corporation etc. as registered or incorporated.

B.2.2 Correction in BID

All changes / alteration / corrections in the bid shall be signed with date in full by the person or persons signing the bid. **No erasing and / or overwriting are allowed.**

B.3. Transfer of bid documents:

Transfer of BID document purchased by one bidder to another is not permissible. Similarly transfer of BID submitted by one bidder to another is also not permissible. No alteration in the essence of BID, once submitted shall be permissible. In case the bidder transfers the BID or modifies / withdraws during the period of validity, his EMD shall be forfeited.

B.4. Earnest Money Deposit (EMD):

Each BID must accompany EMD in the form of Demand Draft/ Bankers Cheque of Rs. 40,000/- (Rupees Forty Thousand only) issued by a Nationalized Bank in favour of **S. N. Bose National Centre for Basic Sciences** payable at Kolkata shall be submitted with the Part I- Technical BID. BID submitted without EMD, as mentioned above will not be considered for evaluation and shall be rejected summarily.

The EMD of un-successful bidders shall be refunded only after the contract has been awarded to the successful bidder. No interest shall be paid on the EMD.

B.5. Validity of BID:

Bid submitted by bidder shall remain valid for acceptance for a period of 90 (ninety) days from the last date of submission of the BID. Bidders shall not be entitled during the said ninety days' period to revoke or cancel the BID or to vary the same or any term thereof without the consent in writing of the Centre. In the event of the bidder revoking the BID or varying any term in regard thereof the bidder's EMD shall be forfeited.

B.6. Right of Centre to accept or reject the BIDs:

The right to accept the BID in full or in part shall rest with the Centre. However, the Centre reserves to itself the authority to reject any or all the BIDs received without assigning any reason whatsoever. The BIDs, in which any of the particulars and prescribed information is missing or is incomplete in any respect and / or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be summarily rejected. BIDs not meeting the BID evaluation criteria as stipulated in the document shall be summarily rejected.

B.7. Signing of the Contract:

The successful bidder shall be required to execute the **Contract Agreement** accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 100/- (Rs. One Hundred only) within fifteen days of the issue of the **Letter of acceptance of BID**. In the event of failure on the part of the successful bidder to sign the **Contract** within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.

B.8 FORMAT FOR SUBMISSION OF BID:

To:

S.N. Bose National Centre For Basic Sciences,
Block JD, Sector III, Salt Lake, Kolkata -700 098

Subject: BID for providing "**Maintenance of Landscaping & Horticulture Works at SNBNCBS**" in the Campus of the Centre on contractual yearly/monthly basis

1) Having carefully examined all the BID Documents attached to your invitation to BID ref no. SNB/ENGG/TENDER/2012-13/09/32 Dt. 04.03.2013 we offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.

- 2) We enclose Rs. 40,000/- herewith as Earnest Money Deposit in form of Demand Draft no. dated issued by in favour of S.N. Bose National Centre for Basic Sciences, Kolkata.
- 3) We certify that we have carefully read each and every conditions and the scope of work given in the BID document and having understood the same we confirm our acceptance in without any condition or deviation.
- 4) We agree to keep the BID valid for 90 (Ninety) days from the last date of submission of the BID and the period shall remain binding. We also understand that we shall not withdraw this BID during this period of 90 (Ninety) days and in the event of default the Centre shall have the right to forfeit the EMD.
- 5) Should this BID be accepted we hereby agree to abide by and fulfil all terms and conditions of the BID document and in default thereof to forfeit the earnest money deposit. We understand that the Centre is not bound to accept the lowest BID received, fully or in part thereof.
- 6) Unless and until a formal CONTRACT is prepared and executed, this BID together with written acceptance of tender thereof shall constitute a binding CONTRACT between Centre and Ourselves.
- 7) We hereby submit our offer and enclose "Schedule of Rates"

Witnesses:

For and behalf of:

(Signature)

(Signature and Seal)

(Name and Address in full)

C. DEFINITION OF TERMS

- C.1** In this contract (as hereinafter defined) the following words and expressions shall have meaning hereby assigned to them, except where the context otherwise requires.
- C.1.1 The 'CENTRE' shall mean S.N. Bose National Centre for Basic Sciences, with its premises located at JD Block, Sector III, Salt Lake, Kolkata 700 098 and shall include its authorized representatives, successors and assignees.
- C.1.2 The 'CONTRACTOR' shall mean the person or persons, firm or company or corporation or consortium of firms or companies, whose BID has been accepted by the Centre and includes the Contractor's legal representative, his successors and permitted assignees.
- C.1.3 The 'BID/TENDER' shall mean the proposal/offer along with supporting documents, submitted by the Bidder for consideration by the Centre.
- C.1.4 The "BID/TENDER DOCUMENT" shall mean the documents issued by the Centre to prospective Bidders, containing various terms & conditions, scope of work, any requirements etc. or generally laid and in various sections spelling out the basis, procedure, modes, methods and formalities for the Bidder to prepare their BIDS, for submission to the Centre. The BID documents shall include the invitation to BID, instructions, proposal forms and all addenda/corrigenda/amendments issued by the Centre.
- C.1.5 The 'LETTER OF ACCEPTANCE' shall mean an official intimation from the bidder to the Centre to the effect that all the terms & conditions have been accepted in accordance with the provisions contained therein.
- C.1.6 The 'WORK' shall mean and include all works to be executed, all items and things to be provided /done and service and activities to be performed by the CONTRACTOR in accordance with the contract.
- C.1.7 The 'CONTRACT' shall mean the agreement between the Centre and the CONTRACTOR, duly signed by the parties to the Agreement, through their authorized representatives, for the execution of the work included in the BID DOCUMENT, LETTER OF ACCEPTANCE of BID, agreed variations to the BID DOCUMENTS if any. SCHEDULE OF RATES and other relevant documents submitted by the Contractor and as accepted by the Centre.
- C.1.8 The 'MONTH' shall mean the Calendar month according to the Christian calendar. 'DAY' unless herein expressly defined otherwise, shall mean Christian calendar day of 24 hours.

D. SCOPE OF WORK

- D.1.1 Garden maintenance shall include, but not be limited to:-
- i) Watering plants, seedlings, trees, saplings, lawns etc. as per seasonal requirement.
 - ii) Necessary weeding and cleaning of the lawns as a measure to keep the lawns free from weeds.
 - iii) Necessary weeding and cleaning of hedge, cactus garden etc. including all horticulture aspect/features.
 - iv) Trimming of hedge, edge, shrubs etc. and pruning of trees (deodar etc.) along the boundary walls on regular basis.
 - v) Regular mowing of the lawns followed by fertilizers and micronutrients to all necessary features as and when required/as per schedule.
 - vi) Spraying of insecticides, pesticides where and when required/as per schedule.
 - vii) All filth and garbage generated during the work or other matters which are unusable, shall have to be removed outside of the Centre premises by the agency at it's own cost.
- D.1.2 The agency must submit along with the tender in detail the maintenance operation/management schedule inclusive of detail break up in connection with quantities for application of fertilizers, spraying of insecticides, pesticides etc. during the execution of maintenance work for following items:-
- i) **Lawn:** Lawn should be mowed by lawn mower. Weeding being the major work in lawn area special care should be taken to keep the lawn free from weeds. Fertilizers and high analysis organic manure to be applied as needed. All these operations shall be undertaken where and when required/as per schedule.
 - ii) **ANNUAL BED (SEASONAL FLOWER BED):** Before sowing the seedlings, ground should be well prepared having need based mixture of bulky organic manure and high analysis organic manure. Transplant disease free seedlings of 3-4 weeks age having symmetry growth. Apply decomposed organic manure after two weeks of transplantation and repeat, at required day's interval schedule, until formation of buds.
 - iii) **HEDGE/EDGE:** Watering, manuring and weeding along with other intercultural work will be taken up following a need based schedule. Height of hedge and edge should be maintained properly for beautification and developing aesthetic values of the garden.
 - iv) **ROCK GARDEN:** Pruning of over crowded and misshapen branches, watering, manuring and weeding along with other intercultural work will be taken up following a need based schedule for developing & maintaining aesthetic values of the rockery.

v) **TREES, SHRUBS:** Weeding, soil preparation, manuring, pest controlling, trimming, training etc. as where and when/as per schedule.

vi) **ROSE BED:** Clean cultivation, regular feeding, pest controlling, soil preparation, trimming, pruning etc. are to the important maintenance operation to be followed where and when/as per schedule.

vii) **CACTI AND SUCCULENT:** Drainage should be highly satisfactory especially during monsoon. Watering may always be restricted to 30% to 35% of the field capacity.

D.2 SPECIAL CONDITIONS:

D.2.1 Consumable materials as and when required for the work, like good earth, manure, fertilizers, insecticides, pesticides, seasonal seeds, seedlings, plants, shrubs etc. will be supplied by the agency on chargeable basis.

D.2.2 The authority shall ensure water supply which will be available at various points all over the garden and no other items should be supplied by the Centre.

D.2.3 No accommodation for the workers will be provided by the Centre.

D.2.4 Night stay inside the Centre premises is not permissible at any circumstances.

D.2.5 No electricity will be provided by the Centre for electrical land mower or any other electrical machinery.

D.2.6 The contractor will be provide all necessary machinery, equipments, tools & tackles, hose pipe, land mower (operated by petrol/diesel/kerosene), garden shears, secateurs, sprayers, dusters, weeding hook, brooms, buckets etc.

D.2.7 For transportation and other gardening operations, the agency has to deploy its own manpower, materials, equipment, like tractor, trailer, water tanker, lawn mower, garden rollers etc. for carrying out the different horticultural operations.

E. GENERAL CONDITIONS

E.1 CONDITIONS:

- E.1.1 The Contractor shall be responsible for all his employees in observing security and safety regulations and instructions as may be issued by the Centre from time to time.
- E.1.2 The Contractor shall employ only adult trained, efficient and responsible staff with good health and sound mind for general maintenance and housekeeping services.
- E.1.3 The Contractor should provide I-cards to its staff. Any change of staff, the Departmental Head of Concern Department should be informed in advance.
- E.1.4 In case the any materials of the Centre are damaged due to misuse or mishandling or carelessness by the Contractor or his employees, the Contractor will immediately inform the Departmental Head of Concern Department. In such a case, the Contractor will be liable to replace the item at his own cost or the Centre shall have the right to recover the loss from the contractor's monthly bill. The decision of the Centre in this matter will be final.
- E.1.5 The Centre premises are the property of the Centre and the Contractor is only permitted to manage the premises as long the Contract remains valid. Whenever the contract is terminated or the contract is concluded and the Centre decides that the Contractor should not be allowed to run the service, the Centre will be entitled to restrain the Contractor from entering the campus.
- E.1.6 Supply of total number of personnel for providing Horticulture & Landscaping works and of the Centre as mentioned here in under:

Sl. No.	Name of the Post	Type of the Post	Nos. of People	Shifts
1.	Supervisor	Semi Skilled	01 No.	8 am to 4 pm
2.	Labourer (Garden)	Unskilled	16 Nos.	8 am to 4 pm
Total			17 Nos.	

Weekly holiday is to be provided by the contractor as per Shop and Establishment Act.

- E.1.7 The Contractor shall maintain the Minimum Wages Rules set by the Ministry of Labour, Government of West Bengal, and in the tender application the categories of the labour to be engaged should be specified as viz. unskilled and semi-skilled. The Contractor will make

payment to his staff engaged in the Centre as per the minimum wages rates for these categories, as specified from time to time by the Regional Labour commissioner (State) and follow the Contract Labour Act, 1970 and Rules 1971 in this respect.

E.1.8 The Contractor's staff shall not be treated as the Centre's staff for any purpose whatsoever. The Contractor shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the above job. The Centre shall not be liable, to any penalty under relevant rules, enactment or related regulations for which Contractor is responsible under the law.

E.1.9 The Contractor shall be responsible for fulfilling the requirements of all statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Gratuity Act, Contract Labour Act and all other labour and industrial enactment at his own risk and cost in respect of all staff employed by him and keep the Centre indemnified for any action brought against it for any violation/non-compliance of any of the provisions of any of the acts etc. The Contractor will abide by all the rules and regulations of the labour laws and rules framed there under and maintain all the Registers required under the above mentioned rules and regulations and the Campus Engineer cum Estate Officer and his authorized representative shall be entitled to inspect all such records at any time.

The Contractor shall pay wages directly to the workman within 10th day of every month without any intervention of any labour contract. The Contractor shall also ensure that no amount by way of commission or otherwise is deducted from the wages of the workmen.

E.1.10 The Contractor shall at his own expenses, take **Workmen Compensation Insurance** and he shall also obtain from his underwriter of such insurance a waiver of subrogation in favour of the Centre. The Contractor shall further at his own expense, register claims and pursue realization of all insurance claims. He shall produce proof of such insurance within a reasonable time from the date of issue of letter of acceptance of BID.

E.1.11 The Contractor shall obtain specified license from Regional Labour Commissioner, Govt. of West Bengal, within a reasonable time period after issue of letter of acceptance of BID for employment of labour in the Centre.

E.1.12 The Contractor shall not appoint any Sub-Contractor for the work assigned to him.

E.1.13 The Contractor shall make his own arrangements for transportation of his employees, if required.

E.1.14 Payment for the gardening materials is to be made as per present market rate, subject to verification by the Campus Engineer cum Estate Officer.

E.2 SECURITY DEPOSIT:

Security deposit @ 3% of monthly bill amount will be recovered by the Centre from the bill of each month for the faithful and due performance of the contract by the Contractor in accordance with the terms and conditions specified in this contract. The EMD shall form part of the Security Deposit. The security deposit will be returned to the Contractor without any interest after satisfactory completion of the contract against appeal of the contractor subject to satisfactory performance of the contract and duly certified by the Executing Authority/Section. Security deposit is to be forfeited and credited to the Centre in the event of break/discontinue of the contract by the Contractor.

E.3 TERMINATION:

E.3.1 Notwithstanding anything contained hereinbefore to the contrary, the Centre shall have full power and authority to terminate this Agreement without assigning any reason by giving 30 (thirty) days clear notice in writing and in such case the Contractor shall have no claim for any loss and damage against the Centre. If the Contractor abandons his service for which he/she is committed to the Centre, all his/ her dues e.g. EMD, Security Deposit, etc. will be forfeited by the Centre.

E.3.2 The Centre reserves the exclusive right to suspend, cancel, terminate this Agreement at any time if it has sufficient reason to believe that the Contractor has failed to perform or observe or fulfil any of the terms and conditions hereinbefore contained and/or liable and responsible for any loss or damage suffered by the Centre.

E.3.3 On termination of the Agreement, the Contractor must immediately, i.e., within 24 hours, withdraw its men and materials from the Centre and the Contractor shall have no right to claim any demurrage/compensation from the Centre for the loss of job of its employees or whatsoever inasmuch as it is for the Contractor to deploy its men in such other sites or places and the said employees are under complete administration, supervision and control of the Contractor.

E.3.4 Payments of final bill will be released only if it is accompanied by the proof of the following:

(a) Having handed over the complete establishment including all materials and equipments of the Centre to the Campus Engineer

cum Estate Officer or his authorized representative, in good condition.

- (b) Having vacated the Centre premises or any other premises that may have been allotted to him for discharge of the contractual obligation.

E.4 PENALTY:

In the event of the Contractor's failure to execute the work entrusted to it under this Agreement satisfactorily, the Centre shall make alternative arrangement to do it and the difference of cost incurred by the Centre thereby shall be recovered from the Contractor's unpaid bills and Security Deposit.

E.5 REVISION OF RATE:

Effect of revision of minimum wage as per revised circular of Office of the Labour Commissioner, Govt. of West Bengal may be considered against contractor's appeal supported by relevant documentary evidence, subject to approval of the Competent Authority of the Centre.

E.6 TAXES, DUTIES AND LEVIES:

All taxes, duties, levies etc. imposed by the State, Central Government and Local Bodies in connection with this contract in force at the time of submission of BIDs shall be borne by the Contractor.

E.7 PERIOD OF CONTRACT:

Contract period of the above work is **12 (Twelve) calendar months** from the date of issue of work order.

E.8 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT:

- E.8.1 If and whenever any of the Contractor's employee shall be found guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that, it is undesirable for administrative or any other reason for such person/persons to be employed in the works, the Contractor if so directed by the competent authority, shall remove such person/persons from employment. Any person/persons so removed from the works shall not again be employed in connection with the works without the written permission of the competent authority.

- E.8.2 The Contractor shall be responsible for proper behaviour of all the staff, employed directly or indirectly by him.
- E.8.3 All Contractors' personnel entering upon the Centre premises shall be properly identified by badges of a type acceptable to the Centre which must be worn by them at all times during duty hours.
- E.8.4 The Contractor will be required to submit details like photograph, name, father's name, address, contact number, educational qualifications and experience of the staff engaged by him in the Centre to the Campus Engineer cum Estate Officer at the time of commencement of the contract. Any replacement of staff by the Contractor should be immediately informed to the Campus Engineer cum Estate Officer.

E.9 COMPLETION OF CONTRACT:

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the duration of contract.

E.10 PAYMENT OF CONTRACTOR'S BILL:

E.10.1 Payment due to the Contractor shall be raised by the Contractor to the Centre within 10th day of every month. Payment is to be made on the basis of actual attendance of labours. However, the final payment shall be made to the Contractor within 3 weeks of the submission of bill after completion of all the obligations under the contract.

E.10.2(i) Payments of bill shall be released only if it is accompanied by the proof of the following:

- i. Certified Attendance Sheet;
- ii. Duty Roaster for the succeeding months;
- iii. Challan for deposit of ESI;
- iv. Challan for deposit of Provident Fund;
- v. Receipted payment of wage sheet to employees for the preceding month.
- vi. Entry challan of gardening materials provided and the bill thereof
- vii. Deposit of challan of Service Tax (Service Tax collected from the centre).

E.10.2(ii) Payments of Security Deposit, Earnest Money final bill be released only if it is accompanied by the proof of the following:

- (a) Having handed over the complete establishment including all materials and equipments of the Centre to the Campus Engineer

cum Estate Officer or his authorized representative, in good condition.

- (b) Having vacated the Centre premises or any other premises that may have been allotted to him for discharge of the contractual obligation.

E.10.3 In execution of this contract, regarding upward and downward revision of wage from time to time, the Centre shall follow the schedules and circulars of the Labour Commissioner, Government of West Bengal.

E.10.4 All payments will be subject to deduction of Income Tax at source as per Income Tax Act and as per Income Tax Rule.

E.11 ACCIDENT OR INJURY TO WORKMEN:

The Centre shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contract save and except an accident injury resulting from any act or default of the Centre. The Contractor shall indemnify and keep indemnified the Centre against all such damage and compensation whatsoever in respect or in relation thereto.

F.12 DAMAGE TO PROPERTY:

The Contractor shall be responsible for making good to the satisfaction of the Hostel Superintendent any loss or any damage to all structures and properties within the Student Hostel premises. If such loss or damage is due to fault and/or the negligence or wilful acts or omission of the Contractor, his employees, agents, representatives or sub-Contractors, he shall make good the loss as assessed by the Hostel Superintendent.

E.13 ARBITRATION:

E.13.1 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before and after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out or relating to the contract or breach thereof, shall be referred to Sole Arbitrator to be appointed by the Director of the Centre at the time of dispute.

E.13.2 It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.

E.13.3 It is a term of the contract that the cost of arbitration will be borne by the parties themselves.

E.13.4 The venue of the arbitration shall be at KOLKATA.

E.13.5 Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

E.14 JURISDICTION:

The contract shall be governed by and constructed according to the law in force in India. The Contractor shall hereby submit to the jurisdiction of the courts situated at Kolkata for the purpose of actions and proceedings arising out of the contract and the courts at Kolkata only will have the jurisdiction to hear and decide such actions and proceedings.

E.15 GENERAL RULES:

Smoking and drinking within the entire area of the Centre is strictly prohibited. Violations of this rule shall be prosecuted as per law and discharged immediately.

E.16 SITE FAMILIARISATION:

Before quoting, the Tenderer in his own interest shall carry out site visits to know the site conditions and full implications of the assignment. This will also help him in proper assessment of the work. Failure to do so will not absolve the contractor of his responsibility to carry out the work as specified in the Tender Documents. The cost of visiting the site shall be borne by the Tenderer and shall be at his own responsibility and risk.

SCHEDULE -1**SCHEDULE OF MINIMUM WAGES PER PERSON PER MONTH**

Sl. No.	Description	Supervisor (Semi Skilled)	Labourer (Garden) (unskilled)
A	Minimum Wage		
B	Employees State Insurance (ESI) [4.75%]		
C	Employees Provident Fund (EPF) [13.61%]		
D	Bonus [8.33%]		
E	TOTAL		
F	Cost Per Head		

Note: This schedule is as per latest notification issued by the office of the Labour Commissioner, Government of West Bengal, regarding Minimum Wages. Relevant circular is to be attached by the bidder.

Signature of the Bidder with date and seal

SCHEDULE -2**PRICE SCHEDULE**

Sl. No.	Particulars of Cadres	No. of personnel required	Rate per person per month as per Schedule-1 (Rs)	Amount (Rs)
1.	Supervisor (Semi-skilled)	01		
2.	Labourer (Garden) (Unskilled)	16		
3.	SUB TOTAL, (1)+(2)			
4.	Service Charge of Contractor	% on (3)	
5.	SUB TOTAL, (3)+(4)			
6.	SERVICE TAX on (5) as applicable	% on (5)	
	GRAND TOTAL, (5)+(6)			

In Words:

 Signature of the Bidder with date and seal

SCHEDULE -3**SCHEDULE OF RATE FOR OTHER MONTHLY EXPENSES**

(Bidder to quote rate only)

Sl. No.	Descriptions of Items.	Unit	Rate in Rs.
1.	Hire Charges of one (01) No. Petrol Driven Lawn Mower (Heavy Duty) including all maintenance cost and fuel charge for proper up keeping per month.	Per month	
2.	Disposal of garbage (garden and kitchen wastes) including loading by mechanical means / manually, transportation from the Centre's premises to notified disposal area by six (06) wheeler tyre mounted truck having tripper capacity 14' x 7' x 2' (minimum) and properly covered by tarpaulin sheet, up to a lead of 10 km, and unloading of garbage in disposal area, all complete, including labor charges, cost of fuel, necessary taxes and charges to civic authorities at the risk and cost of the contractor per trip.	Per trip	

 Signature of the Bidder with date and seal