

**TATA INSTITUTE OF SOCIAL SCIENCES  
DEONAR, MUMBAI 400 088**

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**E-Tender No.:TISS-GHY /P & A/Contract/Horticulture /2020**

**Estimated Cost of the Tender Rs. 5,12,400/-**



**Guwahati Campus**

**e-Tender for Horticulture (Total 3 Posts), for TISS Guwahati Campus**

Tender documents may be downloaded from the TISS e-Procurement Portal <https://tenderwizards.com/TISS> or TISS website [www.tiss.edu](http://www.tiss.edu) as per the schedule as given in CRITICAL DATE SHEET as under:

**e-Tender Notice No. [TISS-GHY /P & A/Contract/Horticulture/2020](#)**

**WEBSITE <https://www.tenderwizard.com/TISS>**

**Schedule of Events / CRITICAL DATE SHEET**

Published Date & Time	14.09.2020	(11.00 hrs)
Bid Document Download Start Date & Time	14.09.2020	(13.30 hrs)
Last Date for Online Submission	14.10.2020	(16.30 hrs)
Date of opening (Technical Bids)	15.10.2020	(11.30 hrs)
Date of opening (Financial Bid)	16.10.2020	(14.30 hrs)

- The MSMEs are provided tender documents free of cost and are exempted from payment of earnest money, subject to furnishing of relevant valid certificate for claiming exemption.*

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## SECTION ONE

### Tender Notification (TWO BIDS SYSTEM)

1	<b>REQUEST FOR PROPOSAL (RFP)</b>	:	<b>TISS-GHY /P &amp; A/Contract/Horti/2020</b>
2	<b>Item Description</b>	:	e-Tender for Horticulture (Total 3 Posts), for TISS Guwahati Campus for a period of One year
3	<b>RFP Date:</b>	:	14 <sup>th</sup> October, 2020
4	<b>Contact Person</b>	:	Ms. Roja T. Pillai Assistant Registrar (Personnel & Administration) TATA INSTITUTE OF SOCIAL SCIENCES V.N. Purav Marg, Deonar Mumbai 400 088. Email: roja@tiss.edu
5	<b>Cost of Tender Document/Paper Application</b>	:	Nil
6	<b>Earnest Money Deposit (EMD): &amp; e-Tender Processing Fees.</b>	:	Rs. 15,000/- ( <b>Rupees Fifteen Thousand only</b> ) at the time of submission of bids. Note: Through Online Mode Only : Pay the EMD & e-Tender Processing Fees through online mode only on TISS – eProcurement Site , e-payment Gateway are available on portal.
7	<b>Security Deposit (SD - At the time of MoU/Agreement)</b>	:	Only for Awardee (10% of Estimated Cost of the Tender or Rs. 15,000/-)
8	<b>Pre-bid Meeting</b>	:	_____ (14: 30 Hours)
9	• <b>Methods of submission of Tech-Bid</b>	:	Online
10	• <b>How to submit quotations? (Cost Bid)</b>	:	Online with supporting documents
11	• <b>How to pay EMD?</b>	:	Online

**For any Query/ Clarification regarding this tender notice, please contact:** The Incharge, Purchase & Stores Section, Tata Institute of Social Sciences, V.N. Purav Marg, Deonar, Mumbai 400 088.

Tel: 022 2552 5230 **Email:** roja@tiss.edu

### INSTRUCTIONS

1. Both Technical Bid and Financial Bid to be submitted online within the due date.
2. Tenders should be submitted only through e-Tender portal and obtain the Tender Acknowledgement copy as a proof of successful submission.
3. All prospective bidders are requested to visit our TISS E-PROCUREMENT WEBISTE regularly for any such updates / corrigendum.
4. Please READ CAREFULLY e-Tender Documents.

## SECTION TWO

### TISS Electronic Tendering System (eTS) – [etenderwizard.com/TISS](http://www.tenderwizard.com/TISS) (Online Portal)

**Standard e-Tender Terms & Conditions For TISS e-Procurement . TISS e-Procurement Website are : <https://www.tenderwizard.com/TISS>**

1. The details of tender notification can be downloaded from [www.tenderwizard.com/TISS](http://www.tenderwizard.com/TISS) under "Tender of TISS" link in the homepage.
2. Vendors should obtain the USER ID and PASSWORD from [www.tenderwizard.com/TISS](http://www.tenderwizard.com/TISS) by clicking on "Enrolment" link in the homepage.
3. The Vendor registration fees has to be paid to ITI Ltd for Rs. 2360/-. Using the e-Payment link provided at the time of registration, and the mode of payments are Credit Card, Debit Card and Internet Banking. Vendor Registration is Valid for 1year.
4. For further details on e-Tender participation, please contact ITI Help desk on :
  - Telephone: 080-49352000 (Bangalore ) & Sanjay KC – Mumbai & Maharashtra (09665721619) Email : [sanjay.kc@etenderwizard.com](mailto:sanjay.kc@etenderwizard.com)
  - Email: [harishkumar.kb@etenderwizard.com](mailto:harishkumar.kb@etenderwizard.com), [ambasa@etenderwizard.com](mailto:ambasa@etenderwizard.com).
  - Tenders should be submitted only through e-Tender portal and obtain the Tender Acknowledgement copy as a proof of successful submission.

Special Conditions & instructions for using online Electronic Tendering System through portal (website) <http://www.tenderwizard.com/TISS> adopted by Tata Institute Of Social Sciences , Mumbai .Vendor Registration Fees Rs.2,000/-+ 18%(GST) through e-Payment Gateway on TISS e-Procurement Portal i.e., <https://www.tenderwizard.com/TISS>

**Note :** The e-Payment Gateway are available on e-Procurement Portal for making the Online Vendor Registration Payment. Bidders are required to Enrol for Vendor Registration on the TISS e-Procurement Tender wizard Portal (URL: <https://www.tenderwizard.com/TISS> ) by clicking on the link " Enrolment " on the home page of e- Portal which is chargeable. (Rs.2000/- + GST(18%)(Non-Refundable ) to be paid online by e-payment gateway). The bidders are required to submit soft copies of their bids electronically on the TISS Tender Wizard e-Procurement Portal, using valid Class III Digital Signature Certificates. The step by step instructions about e-Tender Process are given in "Vendor Help Manual" . Class III Digital Signature Certificate are mandatory for e-Tender /e-Procurement .

#### **Note : Information about e-Procurement Portal.**

More information useful for submitting online bids on the NIA e-Procurement Tenderwizard Portal may be obtained at: <https://www.tenderwizard.com/TISS> . N.B: Bidders can download the Vendor's manual by visiting on home page of TISS e-Procurement Website : <https://www.tenderwizard.com/TISS> . KEY INSTRUCTIONS for BIDDERS by clicking on "[Latest Circulars/Formats/Help Manuals/Faq](#)". [The complete Step by Step "Vendors Help Manual For e-Procurement / e-Tendering Process , Vendors Registration Process , System Settings Requirements & JAVA Settings Manuals , e-Payment Guidelines" & "Digital Signature Certificate Process"](#) this details are available on TISS e-Procurement Website for e-Tenders.

Note: Online Support / Web Support / E-Mail Support / Phone Support are also available for Bidders as well as Department Officials . Online support through "Team viewer" , "Ammy Admin " Or "Any Desk" Remote software only. For Downloading this software , the downloading software links are available on home page of TISS e-Procurement Website .

## SECTION THREE

### eNotice for Inviting Tenders (eNIT)

#### About the Institute

The Tata Institute of Social Sciences (TISS) was established in 1936 as the Sir Dorabji Tata Graduate School of Social Work. In 1944, it was renamed as the Tata Institute of Social Sciences. The year 1964 was an important landmark in the history of the Institute, when it was declared Deemed to be a University under Section 3 of the University Grants Commission Act (UGC), 1956.

Since its inception, the Vision of the TISS has been to be an institution of excellence in higher education that continually responds to changing social realities through the development and application of knowledge, towards creating a people-centered, ecologically sustainable and just society that promotes and protects dignity, equality, social justice and human rights for all.

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Online Tenders/Quotations are invited on behalf of Director, TISS from reputed NGOs / agencies / firms for entering into the Contract for Providing Man-power **e-Tender for Horticulture (Total 3 Posts), for TISS Guwahati Campus etc.** and in case of any other requirement, it will be dealt as per GoI instructions for a period of **One year**. The tender should be submitted in Two-Bids System i.e. (i) Technical Bid and (ii) Financial Bid.

The prescribed tender form and the copy of Terms & Conditions can be downloaded from the TISS e-Procurement website of : <https://www.tenderwizard.com/TISS> and NIT will be on TISS ([www.tiss.edu](http://www.tiss.edu)). The duly completed tender forms along with EMD of Rs. **15,000/- (Rupees Fifteen Thousand only)** **can be paid through online on** e-Procurement portal through e-Payment Gateway or in the form of Demand Draft from any Nationalised Bank drawn in favour of Registrar, TISS with required documents **should reach TISS** on or before 15-04-2020, before 16.30 hours.

The tenders (Technical bids) received shall be opened online in the **Committee Room, Mezanine Floor, Administrative Block on \_\_\_\_\_ at 11.30 a.m.** by the 'Tender Evaluation Committee' (TEC) in the presence of bidding agencies or their authorised representatives, if any. The Competent Authority reserves the right to accept or reject any or all of the tenders without assigning any reasons thereof.

Complete details of Scope Work and Terms & Conditions are available on TISS website: [www.tiss.edu](http://www.tiss.edu).

**Acting Registrar**

## SECTION FOUR

### Instructions to Bidders & Acceptance

Tenderers/Bidders are requested to take note of the following instructions while filling the Tender form for submission of Technical and Commercial offer:

- 1 TISS requires the services of reputed, well established manpower companies/NGOs/Agencies to provide Man-power (etc.) for the Jobs of Providing and Supplying Manpower for the Horticulture work at the Guwahati Campus, TSS.
- 2 TISS requires manpower for its establishment at TISS Guwahati Campus – 781013. The Contractor will have to deploy the required manpower for TISS Guwahati Campus as and when required.
- 3 The tender should be submitted through online mode in **Two-Bids System** i.e. (i) Technical Bid and (ii) Financial Bid. The Tender Document can be downloaded from the website of TISS ([www.tiss.edu](http://www.tiss.edu)).
- 4 The tenure of the contract will be for a **period of One year** which may be extended for maximum of another two years on yearly basis subject to satisfactory services and mutual agreement.
- 5 Online submission of the tenders will be opened till **00-00-2020 at 16.30 hours**.
- 6 For due performance of his/her/their obligations under the contract, during the validity, the successful bidder (s) shall have to deposit Rs. **15,000/- (Rupees Fifteen Thousand only)** as performance guarantee, which will be free of interest, and **valid for a period of 15 months from** the date of commencement of the contract, immediately after the contract agreement and valid for a period of **15 months** from the date of commencement of work. The performance guarantee covering the period of contract is to be furnished in the form of Bank Guarantee as per the format furnished by the Institute from any of the Nationalized Banks. The performance guarantee will be forfeited in case of breach of contract. After successful completion of the contract, the performance guarantee will be refunded after adjusting the dues, if any, to TISS from the Contractor. In case the contract is extended, the performance guarantee will have to be renewed by the Bidder.
- 7 Canvassing in any form/manner is strictly prohibited and the agency resorting to canvassing will be liable for rejection on that ground alone.

- 8 The NGO/agency shall not be permitted to bid if a relative is posted in TISS in the grade between Registrar and Section Officer. He/she shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and who relatives are as mentioned above.
- 9 NOTE: A person shall be deemed to be a relative of another if, and only if, (a) they are members of Hindu undivided family; or (b) they are husband and wife; or (c) the one is related to the other in the following manner: Father, Mother (including step mother), Son (including step son), Son's wife, Daughter (including step daughter), Daughter's husband, Son's son, Son's son's wife, Son's daughter, Son's daughter's husband, Daughter's son, Daughter's son's wife, Daughter's daughter, Daughter's daughter's husband, Brother (including step brother), Brother's wife, Sister (including step sister) and Sister's husband.
- 10 The bids submitted shall remain valid for 120 days from the date of opening for the purpose of acceptance and award of work. Validity beyond 120 days from the date of opening shall be by mutual consent.
- 11 That the persons deployed by the contractor under the contract shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor (who is answerable to the Competent Authority of TISS i.e. Director, TISS or his representative) and in no case, shall an employer-employee relationship accrue/arise implicitly or explicitly between the said persons and the TISS. Subcontracting shall not be permitted.
- 12 The Earnest Money (EMD) will be forfeited if the contractor fails to commence the work as per the letter of award and the award letter will be cancelled.
- 13 The technically suitable offers shall be shortlisted and the commercial bid will be opened of such technically successful bidders only.
- 14 The concept of lowest commercial offer will be accepted subject to technical suitability.
- 15 The successful bidder will have to enter into an Agreement for the contract.
- 16 Successful bidder will be issued with a Letter of Intent (which will be followed by a contract) if required.
- 17 Failure to fulfil any of the conditions given above shall render the bid/bidder liable for rejection.
- 18 **Forfeiture of the EMD** : If for any reason whatsoever any bidder withdraws his bid at any time prior to expiry of the validity period or after issue of the Letter of intent /work

Order, Purchase order, refuses to execute the work order/ Purchase order or furnish the Bank Guarantee for faithful Performance of the contract within the stipulated time, the amount of EMD is liable to be forfeited by TISS.

19 Those contractors who has paid Security deposit / Performance bank guarantee must be taken back by the vendor within 3 months of expiry period. If not collected within 3 months the expired Bank Guarantee shall be destroyed.

20 **Refund of E.M.D.**

a. EMD of the successful bidder shall be refunded on receipt of Bank Guarantee for the period of contract plus three months.

b. EMD furnished by all unsuccessful tenderers will be returned as early as possible after the expiry date of validity of their offer but not later than 30 days of award of the contract.

2. If the bidder is not capable of quoting particular item, Bidder should clearly mention in the Technical bid in the compliance report. For the cases where the compliance report the bidder not mentioned anything, then management is free to presume that it is inclusive of the cost quoted by the bidder.

21 Tenderers having a offices in Mumbai and Support services offered in the places where the campus is located will be preferred.

22 If any dispute arises out of the transaction in any manner that shall be resolved by the sole arbitration which shall be appointed by the Director, TISS. Director-TISS shall be the final and sole arbitrator who shall undertake the exercise of arbitration to resolve the dispute and such award as may be given by Director-TISS shall be final and binding on both the parties

23 The Director, Tata Institute of Social Sciences, V.N. Purav Marg, Deonar, Mumbai – 400 088, does not bind himself to accept the lowest or any bid and reserves to himself the right of accepting the whole or any part of the bid, and the bidder shall be bound to perform as agreed upon in the contract agreement at the quoted rates.

**Signature**

**Name of authorized person for bidder with seal**



## **SECTION FIVE**

### **General & Special Conditions of the Tender**

1. **The tendering manpower Company/NGO/Firm/Agency should fulfil the following technical specifications:**
  - A The Registered Office or one of the Branch Offices of the manpower Company /Firm/ NGO/ Agency should be located in Guwahati;
  - B The manpower Company/Firm/NGO/Agency should be registered with the appropriate registration authority;
  - C The Company/Firm/NGO/Agency should have its own Bank Account;
  - D The Company/Firm/NGO/Agency should be registered with Income Tax and Service Tax departments;
  - E The Company/Firm/NGO/Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
  - F The Company/Firm/NGO/Agency should have a minimum financial turnover of **Rs. 5, 00, 000/- (Rupees Five Lakhs Only)** per year during last three preceding financial years.
  
2. **The tendering Companies/Firms/Agencies/NGOs are required to enclose photocopies of the following documents (duly self-attested) along with the Technical Bid in the Annexure VI, failing which their bids shall be summarily/out rightly rejected and will not be considered any further.**
  - A Registration certificate;
  - B Copy of PAN/TAN card
  - C GST No.
  - D Copy of the IT return filed for the last three financial years;
  - E Copies of EPF and ESI certificates
  - F Copy of the Service Tax registration certificate;
  - G Valid Labour licence issued by the appropriate authority.

- 3 The conditional bids shall not be considered and will be out rightly rejected in very first instance.
- 4 The bidder should furnish the proof of his/her experience of providing Man-power (skilled, semiskilled and unskilled service and other categories) in Government departments (State/Central/Autonomous bodies under Ministries) and other Public corporations. The contractor should furnish the details of staff strength, qualification and experience of his supervisory staff, office address for correspondence, contact telephone numbers, etc. along with an attested copy of Annual Returns filed by him in r/o his workers towards ESIC, EPF and copies of challan as on 1st April of current financial year.
- 5 The bidder should furnish the proof of his/her experience of providing Man-power (skilled, semiskilled and unskilled service and other categories) in Government departments (State/Central/Autonomous bodies under Ministries) and other Public corporations. The contractor should furnish the details of staff strength, qualification and experience of his supervisory staff, office address for correspondence, contact telephone numbers, etc. along with an attested copy of Annual Returns filed by him in r/o his workers towards ESIC, EPF and copies of challan as on 1st April of current financial year.
- 6 **Work done certificate for having successfully executed / completed similar works during the last 3 years ending last day of March of the current year i.e. 2019, should be either of the following:**
- A Three similar completed works costing not less than the amount equal to 40% of the estimated cost
  - B Two similar completed works costing not less than the amount equal to 50% of the estimated cost
  - C One similar completed works costing not less than the amount equal to 80% of the estimated cost **\*Similar work\*** means supplying and Providing of Man-power (skilled, semi-skilled & un-skilled and other categories) and must produce work done certificate from the clients. The work done certificate should mention the details of work executed, the date of commencement and date of completion of the work.

- 7 An Earnest Money Deposit (EMD) of Rs. **15,000/- (Rupees Fifteen Thousand only)** will have to be furnished along with online tender documents in the form of DD from any nationalized banks drawn in favour of Registrar, TISS payable at Mumbai or can pay through online on TISS e-Procurement portal by e-Payment Gateway, which will be adjusted towards the Performance guarantee, if the contract is awarded to him / her / firm.
- 8 The bidder must have annual financial turnover of an amount of Rs. 5 Lakhs during the last 3 years ending 31st March of the previous year in each financial year which shall be duly certified by a Chartered Accountant.
- 9 An affidavit duly certified by a Notary that the Partners of the firm or sole proprietor or Company as the case may be, has never been black listed. The person deployed for the tendered work should not be involved in any police case or have any case pending against them. Police verification certificate for the persons deployed for work to be submitted on demand.
- 10 The deployed personnel should be well-mannered and maintain the office decorum and discipline.
- 11 Bidder should note that different firms / agencies / NGOs having common partners / directors are not permitted to quote for more than one tender offer from any of such firms.
- 12 If in the opinion of the Director, TISS the performance of any of the persons deployed is not satisfactory or he / she is not amenable to discipline or their behaviour is not conducive to retain them for the work, he / she should be replaced immediately.
- 13 The requirement of manpower will be purely need based. Therefore, the number of Contractor's workers may be increased or decreased any time. The Director, TISS will be under no obligation to engage any specific number of Contractor's workers during the period of contract.

## SECTION SIX

### Contract Terms & Conditions

1. The Agency/service provider shall do the necessary background, antecedent and integrity check of the persons it deploys at their own effort and cause and a copy of such report shall be sent to the Institute, before the person is actually deployed on site. The Agency/service provider shall not deploy any person who is not acceptable to the Institute. No person who has been convicted or is facing criminal proceedings or charges shall be deployed in the Institute and any such person shall be barred from participating directly or indirectly in providing the services. The Agency/service provider shall ensure that persons deployed by them shall possess good behaviour and shall immediately withdraw persons with bad record. The decision of the Institute on such matters will be final. The Agency/service provider shall ensure that proper discipline and decorum is maintained by the person deployed at all times while on duty or otherwise during their presence in the campuses. The Agency/service provider shall suspend, remove or terminate the services of any of their persons to fulfil its obligations. The persons shall work at any place that the Institute requires them to work.
2. The agency/service provider should also ensure that the personnel deployed are medically fit & Certificate of their medical fitness is to be provided when called for.
3. The agency/service provider shall engage such number of required employees as required from time to time. The said employees engaged by the agency/service provider shall be the employees of the agency/service provider and it shall be agency/service provider's duty to pay salary every month. There is no master & servant relationship and further that the said person of the service provider shall not have any claim for absorption in the Institute.
4. The agency/service provider's personnel shall not claim any benefit / compensation/ absorption / regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
5. The agency/service provider's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements and administrative / organizational matters as most are of confidential / secret nature.
6. The agency/service provider's personnel working should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of office.
7. The agency / service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
8. The agency / service provider shall be responsible for any act of indiscipline on the part of persons deployed by it.

9. That the persons deputed shall not be below the age of 18 (eighteen) years and not exceeding 60 years of age.
10. The agency / service provider has to provide Appointment letters and photo identity cards to the persons employed by it for carrying out the works.
11. The agency / service provider shall provide suitable uniforms consisting of shoes, Dress, etc. to all employees except Administrative Staff. Such Employees without complete uniform will be treated as absent.
12. Working hours for all employees would be normally 8.5 hours per day from Monday to Saturday and Monday to Friday for Administrative Staff every week or as notified from time to time with a half hour lunch break in between. However, in exigencies of work, they may be required to sit late and the personal may be called on Saturdays, Sundays and other gazetted holidays, if required. The personnel will be required to follow holidays of TISS.
13. The employees will be entitled to 2.5 days Earned Leave for every completed month and 8 days Casual leave in a calendar year. There will be no provision for encashment of leave.
14. The agency / service provider shall pay salary as decided by TISS from time to time to all deployed staff. The agency / service provider shall issue salary slip to all deployed staff on monthly basis and salary revision letters as and when applicable. However, it should not be less than the minimum wages prescribed by Central Government.
15. The agency/service provider shall ensure medical and accident insurance cover for employees not covered under ESIC.
16. The agency/service provider shall ensure that all the employees receive the Individual statements of Provident Fund for the respective financial year.
17. Workmen's Compensation Insurance to be taken at agency/service provider's cost and obtains from the underwriter of such insurer a waiver of subrogation in favour of the Institute. The agency/service provider to register and pursue realization of all insurance claims.
18. Two pairs of uniforms and a rain coat, one pair of shoes and socks or chapel. Shall be provided by the agency/service provider once in two years and it shall be maintained in good usable condition. One pair of Gum boots and Safety shoes shall be provided on functional basis. Prior approval of the Registrar shall be taken on the quality, quantity and pricing of the liveries that shall be provided to the employees. The Institute shall reimburse the expenditure towards the liveries provided to the employees by the agency/service provider on submission of bill. Alternatively, the Institute may decide to provide the liveries.
19. The agency/service provider will pay the Bonus as per Bonus Act and the same will be reimbursed by the Institute

20. No remuneration will be paid to any staff for the days of absence from duty. This applies when there is no leave balance in account of the employee.
21. The agency / service provider shall provide replacement of any person leaving the job within 7 (seven) days at no extra cost. In case of delay, a penalty amount equals to 1 (one) month salary of the concerned employee will be deducted from the payment of bills.
22. In case of leave of the employees of agency / service provider, their applications should firstly be forwarded by the agency / service provider (either by written letter or by e-mail or by FAX) and then it will be considered suitably by the Registrar, TISS. However, a long leave in excess of 7 (seven) days, suitable replacement should be provided by the service provider at no extra cost.
23. There will be a **penalty of Rs.100/- (One Hundred Only)** per day per person upon the personnel of the service provider for availing any unauthorized leave not considered by the competent authority. This penalty will also be applicable in case replacement manpower is not provided against persons availing 7 (seven) or more days of leave.
24. TISS will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the agency / service provider.
25. That the agency / service provider on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If TISS suffer any loss or damage on account of negligence, default or theft on the part of the employees / agents of the agency, then the agency / service provider shall be liable to compensate for the same. The agency / service provider shall keep fully indemnified against any such loss or damage.
26. The contractor will maintain an attendance by use of Biometric Attendance System in respect of the staff deployed by the agency / service provider on the basis of which wages / remuneration will be decided in respect of the outsourced staff at the approved rates, which shall be not below the minimum wages prescribed by Central Government.
27. The agency / service provider and any individual assigned for the performance of the services shall comply with all of the Institute's standard operating procedures in place at the locations where the agency / service provider is performing work. the agency / service provider shall ensure the productivity and quality of performance of its persons deployed at the Institute.
28. The agency / service provider shall open and maintain an office in the Institute at their cost and shall mandatorily appoint qualified supervisor each for TISS Guwahati Campus at their cost to manage the day to day requirements of the persons deployed by the agency / service provider at the Institute. All administrative matters including remuneration, attendance, absence, leave and removal of the staff deployed by the agency / service provider shall be managed by their office. No officer or staff of the Institute shall manage these affairs. For coordination they shall work with an official designated by the Institute for this purpose.

29. No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the agency / service provider directly or indirectly to any person, firm or whosoever.
30. Stamp as per the Stamp Duty Act 1958 of Maharashtra has to be borne by the agency/service provider.
31. Either party can terminate the agreement by giving 2 (two) months' notice in advance. If the agency fails to give 2 (two) months' notice in writing for termination of the agreement, then Performance Bank Guarantee (PBG) will be forfeited.
32. That on the expiry of the agreement, unless extended formally, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues.
33. In the event of any dispute arising touching any of the clauses of the agreement, the matter will be referred to the Director, TISS whose decision shall be binding on both the parties.
34. The personnel of the agency / service provider shall not join any labour union or resort to strikes or demonstrations or any other agitation of this nature. The personnel shall neither directly or indirectly join nor assist any commotion of civil nature and they will render their sincere services during any kind of natural calamities to their best extent. The personnel must not in any way act against interest of TISS.
35. The contract shall be interpreted and have effect in accordance with the law of India and any suit or other proceeding relating to this contract lies within the jurisdiction of the **Mumbai High Court**.

3. .

## SECTION SEVEN

### **Technical Bid & Organisational Profile**

To register as a new supplier, enter your user and organization information.  
*Please provide information on the company's Letter Head and send the hard-copies  
alongwith necessary documents to TISS, Main Campus, Mumbai 400 088.*

**{Note: Below mentioned form are available in EXCEL Format also on e-Tender Website, Vendors  
need to fill up that excel form and same should be uploaded online}**

1. Name of the Organisation/Company: \_\_\_\_\_
2. Date of Incorporation / Establishment: - (Please attach Certificate of  
Incorporation): \_\_\_\_\_
3. Product Description: \_\_\_\_\_
4. Registered Office Address: \_\_\_\_\_
5. Landline No: \_\_\_\_\_
6. Mobile No: \_\_\_\_\_
7. Email ID: \_\_\_\_\_
8. Fax No: \_\_\_\_\_
9. Type of Organisation: Sole Proprietorship/Partnership/ Ownership or any other
10. Name of the Proprietor: \_\_\_\_\_
11. Name of the Bank: \_\_\_\_\_
12. Name of the Account Holder: \_\_\_\_\_
13. Bank Branch: \_\_\_\_\_
14. Bank A/c. Number: \_\_\_\_\_
15. NEFT Code: \_\_\_\_\_
16. GST Registration No.: \_\_\_\_\_
17. Income Tax PAN Card No: \_\_\_\_\_
18. Product Details: \_\_\_\_\_



19. Total Turn Over (as on the date of application): \_\_\_\_\_

20. Strength of the Man-power: \_\_\_\_\_

21. Address of Workshop or Shop Floors: \_\_\_\_\_

22. Any other branches:

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

Please state whether Vendor Code already exist with TISS with same Vendor Name or with same PAN.

Yes

No

If yes, please state Vendor Code(s). Please state reasons for having more than One Vendor.

**Reason:** \_\_\_\_\_

*Enclosures:*

1. Company founding year – Shop & Establishment Certificate
2. Company size/branches,
3. Clients' List
5. Products Profile/List
6. **Target** - SALES/TURN OVER : (from Audited Accounts of last three FINANCIAL YEARS)
7. Copy of Purchase Order pertaining to the Government Organization (at least three exceeding Rs. One Lakhs, if not please ignore)

*I hereby declare that the information submitted by me/us is true, correct and complete to the best of my knowledge & belief. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold TISS responsible for the same. I will indemnify the Institute in all matters in case, information furnished by me/us is found incorrect in future.*

*This is also certified that this agency is not blacklisted by any Government/Private/Public Sector nor any criminal case is registered/pending against the agency/firm or its owner/partner anywhere in India. It is certified that I/We have read and understood the terms and conditions of this Tender and will abide by them till the completion of the contract period.*

Date:

Name & Signature of the Bidder/authorized person along  
with Rubber Stamp/ Seal of organization

Place:


## SECTION EIGHT

### Commercial Offer / Price Bid (Online)

(terms for arriving at Lowest commercial bid)

Note : Below Commercial Bid Forms are available in EXCEL (.xls) format on e-Tender Website , vendors need to download the same from e-tendering site and same should be filled and upload online only .

### Commercial Bid (PART – A)

	<b>TATA INSTITUTE OF SOCIAL SCIENCES</b> <b>V.N. Purav Marg, Deonar, Mumbai 400 088</b>		
<b>Tender No.TISS-GHY /P &amp; A/Horticulture/2020</b>			
<b>Name of Work:e-TENDER FOR OUTSOURCING HORTICULTURE SERVICES</b>			
<b>FINANCIAL BID FORM</b>			
<b>PURCHASE &amp; STORES SECTION</b>			
<b>Name Of The Bidder (Mandatory):</b>			
<b>Sr.No.</b>	<b>Minimum Requirement of Technical Specification</b>	<b>Percentage of Service charges</b>	<b>Percentage In Words</b>
1	Agency's / Service Provider's Percentage of Service Charges on Total wages including Overtime Allowance and exclusive of all Statutory dues/obligations, Employer's contribution towards PF & ESI etc. (Percentage of Service charges in both figures and words)		
<b>Instructions To Bidders : The above BOQ sheet allow only enter the "Rate In Figures" in above "Coloured Blue Cells" only .The bidders can quote and allow only in above "Blue Cells" . The Bidders should have to mentioned the Name Of The Bidder in above Blue Cell only.</b>			
<b>"This Is The Electronic Spread Sheet Singature Is Not Required"</b>			

## Commercial Bid (PART – B)

SL	Information Needed	Status
1	EMD details (Amount, Bank Draft No. & date, Banker's Name and Branch ( Online e-Payment Receipt)	
	<b>Name of the Bank:</b>	
	<b>Branch:</b>	
	<b>Date of Payment:</b>	
	<b>UTR No.</b>	
	<b>Amount</b>	
2	Proof of annual financial turnover from his/her firm's Chartered Accountant	
	<b>Financial Year: 2017-18</b>	
	<b>Financial Year: 2018-19</b>	
	<b>Financial Year: 2019-20</b>	
	<b>Total:</b>	
3	An affidavit duly certified by a Notary that the partners of the firm sole Proprietor or company has never been black listed.	
	<b>Status (Yes/No) - Attached</b>	
4	GST No./Udyog Aadhar No:	
	<b>Status (Yes/No) - Attached</b>	
5	Audited balance sheet and Profit/Loss A/c for the last 3 years (enclose photo copies)	
	<b>Financial Year: 2017-18</b>	
	<b>Financial Year: 2018-19</b>	
	<b>Financial Year: 2019-20</b>	
6	<b>Work done certificate for having successfully executed / completed similar works during the last 3 years ending last day of March of the current year i.e. 2019, should be either of the following:</b>	
	Three similar completed works costing not less than the amount equal to 40% of the estimated cost OR(Rs 1347368/)	
	Two similar completed works costing not less than the amount equal to 50% of the estimated cost OR (1684211/)	
	One similar completed works costing not less than the amount equal to 80% of the estimated cost. (2694737) <b>*Similar work*</b> means supplying and Providing of Man-power (skilled, semi-skilled & un-skilled and other categories) and must produce work done certificate from the clients. The work done certificate should mention the details of work executed, the date of commencement and date of completion of the work.	

## **Payment Conditions:**

- 1 The Contractor will submit the monthly pre-receipt bills along with a copy of challan toward EPF and ESIC payment in respect of his employees in duplicate after satisfactory completion of the work to the Officer of the Institute for certification for payment. The officer, on receipt of the bill, will check the work record, and there after process the bill for payment.
- 2 All bills should be submitted on printed forms, duly signed and pre-receipt.
- 3 Payment will be made by the Institute to the contractor on monthly basis on submission of bills in duplicate along with the certificate of satisfactory performance of work from the concerned office(s) of the Tata Institute of Social Sciences. A certificate to the effect that all labour laws including EPF, ESIC payment, etc. are being followed has to be furnished with proof along with the bill for payment. The Contractor will have to submit the bill with a list of employees duly certified by him / her. Copy of the previous month statutory payment like ESIC, PF etc to be enclosed with the bill.
- 4 Income Tax and other statutory levies as applicable from time to time will be deducted from the bills of the contractor.
- 5 In case of any delay in processing of the bills, the contractor would be required to ensure the payment of its workers by 7th of every month and there should be no linkage between this payment and settlement of the contractor's bill from TISS.
- 6 The contractor shall make the payment of salary, etc. to the persons so deployed by credited their bank account and shall furnish certificate of salary paid, etc. TISS for having paid all the dues to the persons deployed by him for the work under agreement.
- 7 Under no circumstances, advance payment will be made. The Agency has to make payments to its staff, statutory and claim it from TISS along with proof.

## **Arbitration:**

1. In the event of any question dispute / difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration of Director, TISS or his nominee.
2. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred to is unable to act for any reasons whatsoever, the Director, TISS shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement. The arbitrator so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor or afresh as the case may be.
3. The Arbitrator may give interim awards(s) and / or directions, as may be required. Subject to the aforesaid provision, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

## **Commencement of Work:**

The contractor is required to start the work with effect from **01.01, 2021** In case it is found that the work has not been taken up from the above date, TISS at its sole discretion may cancel the work order / award and the EMD/ Performance guarantee shall be forfeited without any further reference to the Contractor.

Technical Details should be provided in the prescribed format i.e. Annexure “V” which should inter alia contain the specified documents.

**Technical Evaluation Sheet.**

**{Note: Below mentioned form are available in EXCEL Format also on e-Tender Website, Vendors need to fill up that excel form and same should be uploaded online}**

SL	Particulars	Fill in the .xl sheet
1	Name of NGO/Firm/Bidder/Company (in block letter)	
2	Permanent Address and Telephone/mobile No.	
3	Year of Incorporation of the NGO/Firm/Company	
4	Full Postal Address with Telephone/Fax No./E-mail	
5	Details of experience of providing services as indicated for the last three years (separate sheet may be attached). Names of the major clients with their address, telephone numbers(enclose completion certificates issued by such clients	(Attach as enclosure & refer here)
6	Details of infrastructure, person employed, number of offices/branches available (attach separate sheet) ( Scan Copies)	(Attach as enclosure & refer here)
7	Copy of Annual Return along with challan form in r/o ESIC & EPF payment for his/her employees	(Attach as enclosure & refer here)
8	EMD details (Amount, Bank Draft No. & date, Banker's Name and Branch	(Attach as enclosure & refer here)
9	Proof of annual financial turnover from his/her firm's Chartered Accountant	(Attach as enclosure & refer here)
10	An affidavit duly certified by a Notary that the partners of the firm sole Proprietor or company has never been black listed.	(Attach as enclosure & refer here)
11	GST No./Udyog Aadhar No:	
12	Details of establishment Registration with date obtained from the concerned authorities (enclose photocopies).	(Attach as enclosure & refer here)
13	Details of E.S.I.C. Registration with Date	
14	Details of E.P.F. Registration with Date	
15	Audited balance sheet and Profit/Loss A/c for the last 3 years (enclose photo copies)	(Attach as enclosure & refer here)
16	Copy of Labour License issued by appropriate authority	(Attach as enclosure & refer here)

Date

Signature of Bidder

**Seal & Address**

## ANNEXURE - II

To be submitted on your NGO/Company/Firm Letter Head( Scan Copy should be submitted online )

Ref: - \_\_\_\_\_

Dated: \_\_\_\_\_

**The Incharge**  
**Purchase & Stores Section**  
**TATA INSTITUTE OF SOCIAL SCIENCES**  
**V.N. Purav Marg, Deonar**  
**Mumbai 400 088.**

**Sub: e-Tender for Horticulture (Total 3 Posts), for TISS Guwahati Campus**

Sir,

With reference to TISS Tender Notice Inviting quotations for Contract for Providing and Supplying of Man-power on Contractual Basis, following the two-bid system, we hereby enclose the rate quotation in the prescribed proforma in two bids system i.e. (Technical & Financial) in the prescribed proforma separately.

We have read all the terms & conditions of the Tender Documents and state that we accept them as such fully.

It is also certified that the offer submitted has no deviation from the Terms & Conditions of the Tender Document.

Yours faithfully

Signature of the Authorized Signatory

Name

Address

Telephone No.

Seal of the Company / Firm

Date:

**Selection and Evaluation Process**

Technical bids will be scrutinized as per the eligibility criteria laid down in the bid document vis-à-vis the supporting documents submitted by the bidders. A bid will be rejected if any of the eligibility conditions are not met. Bids that are found eligible will be awarded marks. The parameters to be considered for Technical Evaluation and the maximum marks for each parameter of the technical bid is as under:

SL	Parameters	Marking schemes	Maximum Marks	Min. marks required for Qualification
1	Credibility of the bidder (certification, turnover, ongoing contracts, performance certificate from clients etc.)	2 marks for ISO certification. 5 marks for annual Turnover between 2-5 cr. in last three FYs, 10 marks for turnover 5 cr or more. 3 marks for one ongoing contract of annual 50Lakh and 1 mark for each such additional contract subject to a maximum of 5. 2 marks for satisfactory performance report from 2 clients and 0.5 mark for each such additional report subject to a maximum of 3 marks	20	10
2	Past experience in carrying out similar works (Type and Number of Organization served, Contract value, Duration of service etc.)	5 marks for 5 years of experience, and 1 mark for each additional year subject to a maximum of 10 marks	15	5
3	Proposed Work plan and ability to extend quality service including Fire-fighting operation, rescue operation as elaborated in the demonstration/presentation before evaluation committee.	3-9 marks for overall satisfactory presentation on work plan. 2 marks for each add on services subject to a maximum of 6 marks	15	5
		Total	50	25

**Note:**

1. A bidder has to score at least the minimum marks under each category mentioned above and also an overall minimum score of 25 in the technical evaluation in order to be technically qualified.
2. Only the Financial bids of technically qualified bidders will be opened.
3. The bidder offering lowest price will be treated for awarding the contract. In case of a tie, the bidder with higher technical score will be declared as the successful bidder.



**UPLOAD DOCUMENTS**  
**TO BE SUBMITTED (HARD COPIES)**

*New Bidders/Vendors will be required to submit 'Vendor Registration Form' (hard copies) alongwith the aforesaid photocopy/documents to the TISS, Mumbai. Also hard copies of the following documents are to be submitted to the Section Officer, Purchase & Stores Section, V.N. Purav Marg, Deonar, Mumbai-400 088.*

1. Shop & Establishment / Certificate of Registration
2. Manpower Strength (Total)
3. No. of Branches (Different Geographical Areas) (Total)
4. GST Registration Certificat
5. SSI/MSME Registration/ Udyog Aadhar Registration Certificate
6. Copy of PAN Card
7. List of Clients (Govt. & Non-Govt)
8. List of Products / Goods & Services
9. Three Consecutive Year's Audited Balance Sheet & Income Tax Return/Annual Turnover

**Financial Turnover in last Three FYs (in lakhs) - Attach a copy of Audited statement of each)**

(a) FY: 2017-18 (b) FY:2018-19 (c) FY: 2019-20

Audited financial statements or financial statement showing turnover duly signed by a chartered Accountant are to be enclosed

10. Photo-copies of any two recent MOUs or Purchase Orders with similar organizations

**List of similar contracts with reputed institutes/organizations/PSUs/University etc., (Attach a copy of work order/completion certificate in each case)**

(a) Name of the Organization (b) Contract Value (Annual) (c) Duration

11. Bank Details (Cancelled Cheque)
12. Copies of any two Offer Letters issued by any organization of similar tenders
13. EMD Payment Details – Bank Name, UTR No. Date etc.

**EMD Details (Enclose the DD with Technical Bid) (Enclose the Online Receipt with Technical Bid)**

(a) Details of the EMD: (b) Amount: (c) Bank's Name: (d) Tracking No: (e) Date:

Once EMD paid, receipt will be generated by the Institute and the same will be mailed.

**=== THANKS ===**