



भा.कृ.अनु.प.—भारतीय मृदा विज्ञान संस्थान
नबीबाग, बैरसिया रोड, भोपाल – 462038
ICAR-Indian Institute of Soil Science
Nabibagh, Berasia Road, Bhopal – 462 038 (M.P.)
Tel. No. (0755) 2730970 (Ext. No. 233 & 262) 2737475 Fax. No. (0755) 2733310

F. No.2-26/2019-20/Hort./IASS

Dated: - 17/08/2019

Corrigendum

Refer Tender id No.2019_DARE_492041_1 Dated 03/08/2019 for Providing Horticulture Maintenance services. The said Tender along with BOQ is revised with new BOQ vide Tender id No.2019_DARE_495284_1 Dated 17/08/2019 and the same is uploaded for submission by the bidders. The earlier Tender is hereby cancelled.


(S.K. Gupta)
Sr. Administrative Officer



ICAR – INDIAN INSTITUTE OF SOIL SCIENCE

NABI BAGH, BERASIA ROAD, BHOPAL - 462038

TENDER DOCUMENT

INVITATION TO ONLINE TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR ANNUAL RATE CONTRACT OF **HORTICULTURE MAINTENANCE SERVICES** FOR A PERIOD OF ONE YEAR ON JOB/ WORK CONTRACT BASIS AT ICAR-IISS, BHOPAL AND EXTENDABLE BY ONE MORE YEAR SUBJECT TO SATISFACTORY PERFORMANCE OF THE VENDOR AND MUTUAL AGREEMENT.

Contact Details

SENIOR ADMINISTRATIVE OFFICER

ICAR – INDIAN INSTITUTE OF SOIL SCIENCE,

NABI BAGH, BERASIA ROAD, BHOPAL - 462038, MADHYA PRADESH

TEL. NO. (0755) 2747375, 2730970 (EXT. NO. 233 & 134) FAX. NO. (0755) 2733310

E-mail: director@iiss.nic.in, sunil.gupta3@icar.gov.in Website <http://www.iiss.nic.in>

F.No.2-26/19-20/Hor./IISS

Date: - 17/08/2019

TENDER NOTICE

Online bids are invited from reputed & interested firms for Work/job contract for **HORTICULTURE MAINTENANCE SERVICES** at ICAR Unit, IISS, Bhopal for a period of one year, extendable by one more year subject to satisfactory performance and mutual agreement as per its requirement. A DD/FDR of Rs. 50,000/- (Rupees Fifty Thousand only) as earnest money deposit (EMD) is to be made in favour of ICAR Unit, IISS, Bhopal and may be addressed to Director, ICAR-IISS, Bhopal

Details of Tender Deposit		
1.	Earnest Money Deposit	Rs.50,000/- (Rupees Fifty Thousand only)
2.	Security Deposit	10% of the total value of contract

Tender Schedule (Critical date sheet)

Tender id	
Tender No.	<u>2-26/19-20/Hor./IISS</u>
Name of Organization	<u>Indian Institute of Soil Science</u>
Date and Time for issue/Publishing	<u>17/08/19</u>
Document Download/Sale Start Date and Time	<u>17/08/19 10.00 AM</u>
Document Download/Sale End Date and Time	<u>06/09/19 05.00 PM</u>
Pre Bid Meeting Date & Time	<u>26/08/19 02.30 PM</u>
Bid Submission Start Date and Time	<u>17/08/19 10.00 AM</u>
Bid Submission End Date and Time	<u>06/09/19 05.00 PM</u>
Technical Bid Opening Start Date and Time	<u>09/09/19 03.00 PM</u>
Price Bid Opening Start Date and Time	<u>To be notified later</u>
Address for Communication	Director, Indian Institute of Soil Science, Nabibagh, Berasia Road, Bhopal 462 038

On-line bids are invited under two-bid system (containing technical bid & financial bid) through e-procurement system of CPP Portal from registered/well-established /reputed firms for a period of one year extendable by one more year subject to satisfactory performance at ICAR-IISS, Bhopal. **The instructions for uploading the tender/quotation may be obtained from the website of CPP portal i.e. <http://eprocure.gov.in>.**

Tender form, terms & conditions can be downloaded from the website <http://eprocure.gov.in>, upto 05:00 PM of /07/2019 and www.iiiss.nic.in. On-line bids/complete in all respects should be submitted through CPP Portal <http://eprocure.gov.in> only on or before the last date and time i.e. /07/2019 at 05:00 PM.

In case, holiday is declared by the Government on the day of opening bids, the bids will be opened on the next working day at the same time. The Director, IISS, Bhopal reserves the right to accept or reject any or all the tenders without assigning any reasons.

Please note that only online bids submitted through CPP Portal will be accepted. The rates quoted in the uploaded BOQ shall only be considered for comparison of financial bids. Technical Bid and Financial Bid (BOQ) should be uploaded separately.

Sr. Adm. Officer
ICAR-IISS, Bhopal

F. No. 2-26/19-20/Hor./IISS

Dated: - 17.08.2019

INVITATION TO ONLINE TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR **HORTICULTURE MAINTENANCE SERVICES** FOR A PERIOD OF ONE YEAR ON JOB/ WORK CONTRACT BASIS AT ICAR-IISS, BHOPAL AND EXTENDABLE BY ONE MORE YEAR SUBJECT TO SATISFACTORY PERFORMANCE OF THE VENDOR AND MUTUAL AGREEMENT.

From: - Director,

ICAR-Indian Institute of Soil Science,
Nabibagh, Berasia Road,
Bhopal – 462038 (M.P.).

To

Dear Sir(s),

Online Tenders are hereby invited on behalf of the Director, ICAR-IISS, Bhopal for **HORTICULTURE MAINTENANCE SERVICES** FOR A PERIOD OF ONE YEAR ON JOB/WORK CONTRACT BASIS AT ICAR-IISS, BHOPAL AND EXTENDABLE BY ONE MORE YEAR SUBJECT TO SATISFACTORY PERFORMANCE OF THE VENDOR AND MUTUAL AGREEMENT.

1. The terms and conditions of the contract are those contained in the general conditions of contract applicable to the contracts placed by the ICAR-IISS, Bhopal as detailed in the tender forms and its schedules. Please submit your rates in the tender form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.
2. Earnest money of Rs. 50, 000/- must be deposited in the form of DD/FDR to ICAR Unit, - IISS, Bhopal **to Director, ICAR-IISS, Bhopal on or before the last date/time of submission.** Conditional bids shall not be considered. No overwriting or cutting is permitted in the tender documents. Such bids will be rejected outright.
3. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resile from his offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulations, the aforesaid amount of EMD will be forfeited by the IISS, Bhopal. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the ICAR-IISS, Bhopal. An undertaking as per Annexure - III, is also required to be submitted by the tendering firm.
4. The schedules of the tender form should be uploaded with online bids. In the event of the space provided on the schedule form being insufficient for the required purposes, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases, reference to the additional pages must be made in the tender form. If any modification of the schedule is considered necessary, it should be

communicated by means of a separate letter along with the tenders.

5. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tenders are not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
6. If a tenderer does not accept the offer, after issue of letter of award by ICAR-IISS, Bhopal within 15 (Fifteen) days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.
7. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related document must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such offer and if, on enquiry it appears that the persons so signing had no authority to do so, the ICAR-IISS, Bhopal shall without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages. Each page of the tender and the schedules to the tender and annexure(s), if any, should be signed by the tenderer and should be uploaded along with technical bid.
8. Online tenders are invited under two-bids system through e-procurement system. **EMD must be deposited with Director, ICAR-IISS during working hours i.e. 10:00AM to 5:00 PM on all working days (except Second Saturday, Sundays and (Gazetted Holidays) before the last date/time for submission of bids, failing which bids will not be accepted. EMD must be in the form of DD/FDR in favour of ICAR Unit, IISS-Bhopal.**
9. Tenders will be opened online by the authorized officer(s) on 07/09/2019 at 03:00 PM. Bidders have two options to participate in tendering process at the time of opening of Bids. Bidders can come at the place of opening of bids (electronically) as done in the conventional tender process or he can visualize the process online without physically being present at ICAR-IISS, Bhopal.
10. The financial bid (BOQ) will be opened for the technically qualified tenderers only. The date of opening of financial bid would be intimated to technically qualified tender.
11. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on your behalf should be indicated in your tender. Name and address of permanent representative of the tenderer, if any, may also be indicated.
12. An amount equivalent to 10% of the total contract value of contract is to be deposited by the selected agency/successful tenderer as Performance Security Deposit only after receiving a communication from the ICAR-IISS, Bhopal. In the event of non-deposition of the same, the earnest money will be forfeited.
13. No interest on security deposit and earnest money deposit shall be paid by the ICAR-IISS to the tenderer.
14. The bid validity period is 120 days from the date of opening of technical bid.

15. The interested bidders may visit the Institute campus for assessing scope of work before applying for online tender.
16. As per the past experience, scope and quality of horticulture maintenance services to be offered, it is assumed that (6) Nos of unskilled workers and one supervisor for all working days are required to carry out the quality work.
17. The financial bids shall be evaluated on the basis of amount arrived from calculation of minimum wages for six no. of workers and one supervisor for 26 days, as notified by the Labour commissioner, Jabalpur (M.P) effective from Apr 2019 for agricultural employment along with statutory dues like EPF @ 13% ESI @ 4.75% (As applicable) and contractor service charges.
18. GST would be calculated additionally over and above the calculation so arrived.
19. The financial bids lower than the calculation arrived as mentioned on point no 17 would be summarily rejected.
20. Since, the wages of worker are revised twice in a year by the Labour Commissioner, Jabalpur (M.P.), the bidders must quote appropriate and reasonable service charges in the financial bid to subsume any future increase in minimum wages of the workers to be deployed for the horticulture maintenance services service, any other payment to be paid to the worker and all consumables required for carrying out the Job. Bid amount shall not be revised during the contract period.
21. Since, the tender for HORTICULTURE MAINTENANCE SERVICES is on Job contract basis, the bid amount would be intact during the contract period and no additional amount would be paid for any reason.
22. The successful bidder shall be liable to pay the minimum wages as notified by the Labour Commissioner, Jabalpur from time to time to the workers deployed during the contract period.
23. The bidders shall be responsible for compliance of all statutory provisions relating to minimum wages, EPF & ESI in respect of personnel deployed by them to this office. All such statutory requirements must be incorporated while quoting the rate.
24. In case, it is found that the successful bidder is not complying the statutory provision of all labour laws including payment of minimum wages, payment of EPF and ESIC, the contract shall be terminated and security deposit shall be forfeited and the Contractor/Firm will be blacklisted.
25. The Firm will not charge placement charges or any other amount from the manpower deployed with IISS from the payment to be made to the outsourced staff as per quoted rates. In case of default, the contract is liable to be terminated and security deposit shall be forfeited and the Contractor/Firm will be blacklisted if, at any stage, reports are received that the Contractor/Contracting Firm has charged the manpower on any account.
26. The successful bidder shall be responsible for payment of due wages to the worker through cheque/RTGS/Online on or before the 7th of next month. After making payment to the workers, the bill shall be raised and submitted to the institute along with EPF/ESIC and GST challan etc.
27. GST would be reimbursed to the bidders on production of copy of challan of exact amount only as claimed by the firm in its bill.

28. The GST/TDS/TCS or any other tax which is as per the rules of the Government shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.
29. In accordance with O.M. No. 29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, bids quoting 'Nil' consideration/service charges shall be treated as unresponsive and will not be considered.
30. **Once the contract is awarded, the bidder cannot leave the contract during the contract period. In this regard, the termination clause on page 21 may also be referred.**
31. **Institute shall have authority to deduct the amount not less than 1000/- per day for the deficiency/ shortcoming in horticulture services from the dues of bidders. In case the bidder does not improve the quality of services, even after the notice, the contract shall be terminated and performance security would be forfeited.**
32. Decision of Director, ICAR-IISS, Bhopal shall be final for any aspect of the contract and binding on all parties. Disputes arising, if any, on the contract will be settled at his level by mutual consultation and in case of failure of settlement, dispute shall be referred to the sole arbitrator to be appointed by the Director, ICAR-IISS, Bhopal. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1962 as amended from time to time.
33. Acceptance by the Director, ICAR-IISS, Bhopal will be communicated by fax/express letter or any other form of communication. Formal letter of acceptance and work order of the tenderer will be forwarded as soon as possible, but the earlier instructions in the fax/express letter etc. should be acted upon immediately.
34. The Director, ICAR-IISS, Bhopal does not pledge itself to accept the lowest or any tenders and also reserve to itself right of accepting the tenders whole or in part keeping in view valid reasons. Conditional tenders will not be accepted.
35. The Director, ICAR-IISS, Bhopal in its capacity as Principal Employer, reserves the right to modify any of the terms and conditions of the contract as mentioned in the Annexure-II of this document, at its discretion, in the interest of the job/work.
36. Successful Bidder/tenderer will have to enter into a detailed contract agreement with ICAR-IISS, Bhopal on non-judicial stamp paper of Rs. 500/- (Five Hundred Only) or appropriate value as per Rules in force.(Copy enclosed)

Yours Sincerely,

Sr. Adm. Officer
For and on behalf of the Director
Indian Institute of Soil Science
Nabibagh, Berasia Road, Bhopal – 462 038 (M.P.)

Documents for evaluation of Technical bids

Technical Bid shall contain the following: -

The following documents are required to be uploaded for evaluation of technical bid.

1. Scanned copy of Demand Draft/FDR of earnest money deposit (EMD).
2. Scanned copy of Registration Certificate of the firm as per Indian Companies Act, 1956 or Indian Partnership Act, 1932.
3. Scanned copy of License under the Contract Labour (Registration & Abolition) Act, 1970.
4. Scanned copies of EPF and ESI Certificate issued by the local Government/Appropriate Authority.
5. Scanned copy of numbers of Staff registered under ESI & EPF separately.
6. Scanned copy of valid registration certificate issued by National and Small Industries Corporation (NSIC/MSME), if applicable.
7. Scanned copy of 3 years' continuous experience in the field of providing HORTICULTURE MAINTENANCE SERVICES in Central Govt./Autonomous bodies/Corporations/State Govt./PSUs/Reputed public organizations, if otherwise not exempted for SME/MSME/ Startup firms.
8. Scanned copy of audited balance sheet of the firm to fulfill the requirement of minimum average annual turnover of the firm not less than Rs. 25, 00, 000/- (Rupees Twenty five Lakhs Only) during the last three years duly certified by the Chartered Accountant.
9. Scanned copy of GST registration.
10. Scanned copy of PAN Card.
11. Scanned copy of Banker's detail along with name of the bank, Account No and Address Proof.
12. An undertaking as per attached Format (Annexure – III) duly attested by Notary on a non-judicial stamp paper of value of Rs. 500/- (Rupees Five Hundred Only) regarding their non-blacklisting by any of the Government Departments, Public Sector Undertakings and/or by Central Vigilance commission during the last three years.
Original undertaking should be submitted along with EMD.
13. Current Financial Year Solvency certificate from Banker for Rs.10.00 Lakhs.
14. Income Tax returns for last 3 years.

Only those firms who qualify in the technical bid will be considered for financial bid.
Financial bid (BOQ) should be uploaded separately.

TENDER FOR HORTICULTURE MAINTENANCE SERVICES ON WORK CONTRACT BASIS

Full Name & Address of the Tenderer in :

addition to Post Box No., if any, should
be quoted in all communications to this
office

Telephone No. :

FAX/Mobile No. :

E-Mail address :

From

To

The Director,
Indian Institute of Soil Science, Nabibagh, Berasia Road,
Bhopal – 462 038 (M.P.)

I/We have read all the particulars regarding the General information and other terms and conditions of the contract for and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in Financial Bid to this Tender and I/we agree to hold this offer open till 120 days. The rates quoted will be valid for a period of one year in the event of award of the Contract.

1. I/We shall be bound by a communication acceptance dispatched within the prescribed time.
2. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
3. The following pages have been added to and form a part of this Tender. The Schedules-I,& II are accompanied with this Tender.
4. Every page so attached with this Tender bears my signature and the office seal.
5. DD/FDR No.....Dated..... of Rs..... drawn in favour of ICAR Unit, IISS- Bhopal and payable at SBI, CIAE Branch, Bhopal enclosed as earnest money required.

Yours faithfully,

Signature & Seal of the Tenderer
Telephone No. Office

Name of the Witness_____

Resi.

Occupation_____ (alongwith Address
Proof)

Mobile

Address_____

Signature of witness to contractor's signature

Address:

Name & Signature of Witness:

Address:

**Signature of the
tenderer.....**

SCHEDULE TO TENDER

Schedule-I

PART-I

1	Name of the Firm/Agency	
2	Full Address with PIN code Telephone No/Mobile No	
3	Constitution of the Firm/Agency (Attach copy) Indian Companies Act 1956 Indian Partnership Act,1932: (please give names of partners) Any other Act, if not the owner	
4 i)	For partnership firm whether registered under The Indian Partnership Act,1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the tender.	
ii)	If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firms authorising the partner who have signed the tender to refer dispute concerning business of the partnership to arbitration	
	If answer to above point one and two is in the affirmative, please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or in execution would be admitted by affidavit on a properly stamped paper by all partners	
5	Name and Full Address of Bankers	
6	Permanent Income Tax (PAN) No./circle/Ward	
7	Any other relevant information	

Signature of the tenderer

Part - II

8.	Earnest money Deposited:	
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Part - III

9.	Name and Address of the firm's representative and whether the firm would be representing the opening of the Tenders	
10.	Name of the Permanent Representative visiting IISS, Bhopal regarding the contract	

Date: - _____

Place: - _____

AUTHORISED SIGNATORY

Schedule-II**(SCOPE OF WORK)**

THE DETAILS OF THE HORTICULTURAL MAINTENACE WORK TO BE CARRIED OUT AT ICAR- IISS, Bhopal (Indian Institute of soil science, Bhopal)

TOTAL ESTIMATED MANPOWER REQUIRED FOR SCOPE OF WORK IS APPROX SIX (6) UNSKILLED AND ONE SUPERVISOR.

Sl. No.	Items	Quantity or area of work (Approx)
1	Watering, caring and maintenance of Lawn including replacement of damaged area for Carpet grass/American Blue lawns (As and when required)	
1a	Inside Director's bungalow premises	835 Sq.m
1b	In front of Training hostel circular area	349 Sq.m
1c	In front of Main building	6000 Sq.m
1d	At Main entrance gate	286 Sq.m
1e	Children Park	
1f	Area in front of Director's residence	2,070 Sq. m
2	Preparation of basins, Watering, caring and maintenance of planted trees & shrubs/ hedges,bhadusa(Creeper) on either side of roads near office building, residential area, guest house, main entrance and near farm area including pruning and replacement of damaged plant.(As per the requiremen)	
2a	Trees	300 Nos
2b	Shurbs	1000 Nos
2c	Hedge	1128 Mtr Running
3	Watering, caring and maintenance of potted plants (daily) and painting of pots (Twice a year-1 st weeks of August and January)Color will be provided by the firm	750 Nos
4	Providing seasonal flower plants and their planting, watering, caring and maintenance near office building, and Director's bungalow, One tray 100 plants one each of Petunia, Marigold, Aster, calerdula, Gazania etc.	1200 Sq.mtr
5	Watering, caring and maintenance of rose inside the lawn near office building and Director's bungalow	750 rose plants
6	Cutting & cleaning of grass, weeds, bushes etc on either side of tar road near office building, main entrance, net house/screen house, electrical sub-station, Director's bungalow including Children park, training hostel, farm section and residential colony premises to maintain it in good condition at least once in 15 days during rainy season (1 st July to 31 st October) and once in a month for the rest of year	

Water and FYM will be provided by the Institute. However, fertilizer 4 bags each of DAP and urea, Soil pesticide and all other Horticulture implements like Sickle (6), Hedges, Tree cutter (2), ladder for tree pruning, Thagadi, genti, Spade (6) Grass cutter (6) and Talwar for grass cutting shall be provided by the service provider/contractor. Lawn mower shall be provided by service provider/contractor for which power supply will be provided by office. However, if the firm uses petrol/diesel driven lawn mower, the fuel cost shall be borne by the service provider/contractor.

- The firm before submitting rates may also visit the premises for assessment of the Horticulture services maintenance work to be undertaken.
- The rate should include profit margin of the firm.
- The rates quoted by the firm should cover minimum wages and other statutory liabilities of the engaged workers and the service commission/charges etc.

MONTH WISE PLAN OF HORTICULTURE MAINTENANCE SERVICES
WORK

Sl. No.	Month	Work to be performed
1	May	<ul style="list-style-type: none"> • Cutting and lifting of the grass • Pruning of plants, hedges, rose. bougainvillea, Acalypha, Ficus, Savannia, Hibiscus etc and disposing off the pruned material • Planting of seasonal flowering plants • Preparation of basins, Weeding and earthling up of plants • Weeding and watering of plants and the lawns • Maintenance of lawns and plants in satisfactory condition
2	June	<ul style="list-style-type: none"> • Cutting and lifting of the grass • Pruning of plants, hedges, rose. bougainvillea, Acalypha, Ficus, Savannia, Hibiscus etc and disposing off the pruned material • Planting of seasonal flowering plants • Preparation of basins, Weeding and earthling up of plants • Application of manures • Weeding and watering of plants and the lawns • Maintenance of lawns and plants in satisfactory condition
3	July	<ul style="list-style-type: none"> • Cutting and lifting of the grass • Pruning of plants, hedges, rose. bougainvillea, Acalypha, Ficus, Savannia, Hibiscus etc and disposing off the pruned material • Planting of seasonal flowering plants • Preparation of basins, Weeding and earthling up of plants • Application of manures • Weeding and watering of plants and the lawns • Maintenance of lawns and plants in satisfactory condition
4	August	<ul style="list-style-type: none"> • Cutting and lifting of the grass • Pruning of plants, hedges, rose. bougainvillea, Acalypha, Ficus, Savannia, Hibiscus etc and disposing off the pruned material • Planting of seasonal flowering plants • Preparation of basins, Weeding and earthling up of plants • Application of manures • Weeding and watering of plants and the lawns • Maintenance of lawns and plants in satisfactory condition
5	September	<ul style="list-style-type: none"> • Cutting and lifting of the grass • Pruning of plants, hedges, rose. bougainvillea, Acalypha, Ficus, Savannia, Hibiscus etc and disposing off the pruned material • Planting of seasonal flowering plants • Preparation of basins, Weeding and earthling up of plants • Application of manures • Weeding and watering of plants and the lawns • Maintenance of lawns and plants in satisfactory condition
6	October	<ul style="list-style-type: none"> • Cutting and lifting of the grass • Pruning of plants, hedges, rose. bougainvillea, Acalypha, Ficus, Savannia, Hibiscus etc and disposing off the pruned material • Planting of seasonal flowering plants • Preparation of basins, Weeding and earthling up of plants

		<ul style="list-style-type: none"> Application of manures Weeding and watering of plants and the lawns Maintenance of lawns and plants in satisfactory condition
7	November	<ul style="list-style-type: none"> Cutting and lifting of the grass Pruning of plants, hedges, rose. bougainvillea, Acalypha, Ficus, Savannia, Hibiscus etc and disposing off the pruned material Planting of seasonal flowering plants Preparation of basins, Weeding and earthling up of plants Application of manures Weeding and watering of plants and the lawns Maintenance of lawns and plants in satisfactory condition
8	December	<ul style="list-style-type: none"> Cutting and lifting of the grass Pruning of plants, hedges, rose. bougainvillea, Acalypha, Ficus, Savannia, Hibiscus etc and disposing off the pruned material Planting of seasonal flowering plants Preparation of basins, Weeding and earthling up of plants Application of manures Weeding and watering of plants and the lawns Maintenance of lawns and plants in satisfactory condition
9	January	<ul style="list-style-type: none"> Cutting and lifting of the grass Pruning of plants, hedges, rose. bougainvillea, Acalypha, Ficus, Savannia, Hibiscus etc and disposing off the pruned material Planting of seasonal flowering plants Preparation of basins, Weeding and earthling up of plants Weeding and watering of plants and the lawns Maintenance of lawns and plants in satisfactory condition
10	February	<ul style="list-style-type: none"> Cutting and lifting of the grass Pruning of plants, hedges, rose. bougainvillea, Acalypha, Ficus, Savannia, Hibiscus etc and disposing off the pruned material Planting of seasonal flowering plants Preparation of basins, Weeding and earthling up of plants Weeding and watering of plants and the lawns Maintenance of lawns and plants in satisfactory condition
11	March	<ul style="list-style-type: none"> Cutting and lifting of the grass Pruning of plants, hedges, rose. bougainvillea, Acalypha, Ficus, Savannia, Hibiscus etc and disposing off the pruned material Planting of seasonal flowering plants Preparation of basins, Weeding and earthling up of plants Weeding and watering of plants and the lawns Maintenance of lawns and plants in satisfactory condition
12	April	<ul style="list-style-type: none"> Cutting and lifting of the grass Pruning of plants, hedges, rose. bougainvillea, Acalypha, Ficus, Savannia, Hibiscus etc and disposing off the pruned material Preparation of basins, Weeding and earthling up of plants Weeding and watering of plants and the lawns Maintenance of lawns and plants in satisfactory condition

a.	The selected agency shall provide services for performing the job of horticultural services at the IISS Campus. The agency shall employ good and reliable persons with robust health and clean record (duly verified by the police department) preferably within age group of 21 to 58 years to carry out the services. In case, any of the personnel so engaged by the agency is not found suitable by the IISS, the IISS shall have the right to ask for its replacement without giving any reasons thereof and the agency shall on receipt of a written communication in this regard will have to replace such persons immediately.
b.	The Horticulture services are to be provided as detailed in schedule of services from 9:00 AM to 5:00 PM.
c.	The Agency is free to deploy more numbers of manpower as per the need of the services to be provided for completion of scheduled work.
d.	The personnel engaged by the agency for this job contract will not be the employees of the IISS Bhopal and there will be no employer-employee relationship between the Council/IISS and the personnel so engaged by the contractor.
e.	The agency shall be wholly responsible for making payment of monthly salaries and other admissible allowances to the personnel under Minimum Wages Act and the IISS shall in no way be responsible for meeting any kind of expenditure on salaries etc. to these personnel.
f.	The IISS shall not directly or indirectly engage any personnel of the agency during the period of contract.
g.	The contractor will ensure that the workers provided by him are well behaved. The contractor will have to provide the Identity card to the workers. The Identity card should contain the name of the firm/Logo there on.

Details of the experience (during last 3 years)

(Authorized Signatory) (

OTHER TERMS & CONDITIONS

1. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt., State Govt. relating to this contract made applicable from time to time.
2. The persons so provided by the agency under this contract will not be the employees of the IISS, Bhopal and there will be no employer-employee relationship between the IISS and the person so engaged by the contractor in the aforesaid services.
3. It is presumed that the bidder has assessed all the requirements of manpower/materials/logistics/taxes etc. thoroughly before participating in the tender process and the tender quoted cost is lumpsum in respect of all these items/services and therefore no request for any alteration/hike in the rates once quoted would be entertained within one year from the date of award of tender. None of the other requirements including stationary items would be provided from the institute.
4. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time.
5. The contractor shall indemnify and keep indemnified the IISS, Bhopal from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, IISS, Bhopal shall be final and binding on the contractor.
6. The service provider/contractual staff should have adequate literary knowledge to cope up with the smooth operation of work.
7. To have proper coordination in working, the Contractor/Service provider Agency authorities would visit the working areas frequently and contact the concerned In-charge officers/administration for any clarification if required.
8. The contractor must employ adult contractual staff (21-58 years preferably) only. Employment of child labour shall lead to termination of the Contract.
9. Frequent changes in the deployed manpower should not be resorted to.
10. All the Contractual Services Staff should follow strict attendance and alternative arrangements are to be made by the agency to keep all the work points to be in operation by the substitute if any contractual worker leaves the point.
11. The contractor shall not sublet the work without prior written permission of the IISS, Bhopal.
12. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
13. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of IISS, Bhopal for the purpose. All complaints should be immediately attended by the Agency.
14. All the contractual workers should maintain discipline, punctuality and obedience in the campus. Any misconduct would entail the administration to instruct the contractor to replace the person immediately.
15. Payment to the Contractor will be made on monthly basis. The sequence of payment would

be as given below: -

- A. Payment to the contractual staff would be done by the contractor through BANK TRANSFER in their account on or before 07th of each month, right from the first month or within the prescribed period as per labour laws.
- B. The contractor then shall submit the claims of such payments to the institute along with proof of BANK TRANSFER, payment towards EPF, ESI, GST and other statutory payment etc. The mode of payment and challans etc. should be transparent so as to prove their authenticity. In case of quarterly payment such proof shall be submitted in subsequent month.
- C. Upon verification of records as mentioned above and the attendance of contractual persons, the Institute would release the payment via BANK TRANSFER in the account of contractor.
- D. In no case, release of payment to the contractor should be linked to payment to contractual workers which must be done before 07th day of each month or as per the clause (A) above.
- E. Income Tax (TDS) will be deducted from the payments due for the work done as per rule.
- F. The contractor will have to provide the details of (individual wise) EPF deposition with the concerned department and copy of the detailed list obtained from the EPF department/website should be submitted as a supporting document along with the bill of the month. Similarly, firm should also provide evidence towards depositing the relevant amount towards ESI with details.
- G. The contractor will have to give revised minimum wages with other statutory liabilities as and when the minimum wages are revised during the contract. Normally, wages are revised during April and October every year. It is expected that the bidder/contractor has taken into account such changes (increase) in the wages and will pay to the labourers/workers such revised wages from the date they become effective. IISS, Bhopal will not pay any extra money to the contractor for such revisions but shall ensure that revised wages are paid to them at stipulated dates.**
- H. The Institute will not be responsible either to the Contractor or to its workers deployed at this Institute for any medical assistance/injuries/death or any kind of loss occurred to contractual labours.

16. The Director, IISS, Bhopal reserves the right to reject any or all tenders/quotations in whole or in part without assigning any reason thereof. The decision of Director, IISS, Bhopal shall be final and binding on the Contractor/Agency in respect of clause covered under the contract

Signature of tenderer.....

UNDERTAKING

I/We have read and understood General Terms and Conditions contained in the ICAR-IISS, Bhopal application form for contract. I/We do hereby declare that all the details provided in this application form are true to the best of my/our knowledge and belief and any misrepresentation of facts will render me/us liable to any action as may be deemed fit by ICAR- Indian Institute of Soil Science, Bhopal.

I/We do hereby also accept ICAR-IISS, Bhopal have the right to accept or reject this application and not to issue invitation to Tender to me/us.

I/We undertake to communicate promptly to ICAR-IISS, Bhopal any changes in the condition or working of the firm. It is certified that we have not been blacklisted by any organization of Government of India including Central Vigilance commission (CVC) in the last three years. The undersigned is fully authorized to sign and submit this application form on behalf of the organization, he/she represent. We authorize ICAR-IISS, Bhopal to approach individuals, employees, firms and corporations to verify our competence and general reputation.

Signature: -

Name: -

Designation: -

Address: -

Place: -

Dated: -

INSTRUCTION TO CONTRACTOR FOR STATUTORY COMPLIANCES FOR WORK CONTRACT

1. Statutory registration and clearances

Contractor shall commence the work only after obtaining valid labour license, independent provident fund no. ESI registration no., GST and income tax no and clearance certificate in respect of provident fund ESI and income tax from respective enforcement authorities.

2. Identity card

Contractor shall provide to each of his employee an identity card which shall have his photograph verified by the contractor, his name, place of work and name of the contractor.

3. Stautory obligation

- 3.1 contractor shall engage only adult workers (in the age group of 21 years and 58 years)
- 3.2 Contractor shall follow local laws as far as possible.
- 3.3 In case contractor deploys women worker obligation under woman's laws should be followed.

4. PF & ESI Contribution & Return

- 4.1 PF & ESI contribution of workers engaged shall be borne by the contractor as per laws/rules in force & shall produce papers/records whenever asked to do so.
- 4.2 Contractor shall fully comply all other formalities as per the PF & ESI statutory provisions and submit a copy of the challan etc. to IISS, Bhopal for replying to statutory authorities in case of any complaints.
- 4.3 Verification of the character and antecedents of new workers from police authorities are to be got done by the contractors and should submit to the office before commencement of Contract. In case of old workers these certificate should be renewed every year.

5. Medical care in case of accident.

- 5.1 The agency shall agree to get all the staff members insured against any liabilities arising under the workmen's compensations act or under the common law. This aspect shall not be a liability on the part of the Institute in any case.
- 5.2 It is responsibility of contractor to undertake necessary care and make arrangement for transportation and the treatment of his workers.
- 5.3 Contractor should assist and guide his workers.

6. Supervision

Contractor shall engage adequate numbers of competent and qualified supervisors to supervise and control his workers at the work spot during execution of work for effective supervision. They will also identify their worker and regulate entry at gate at the time of entering and leaving the premises. Name and address of the Supervisor shall be submitted to the concerned department by the contractor.

7. Payment of Wages

7.1 Payment shall be made by contractor to his workers as per their category & nature of work which shall not be less than the rates declared from time to time under minimum wages Act. by govt. of M.P or central Govt. whichever is higher.

8. Safety and Disciplinary action

8.1 Contractor shall ensure that the workers do not indulge in any unsafe or hazardous activities. They may use safety shoes, gloves, dress etc for day-to-day horticulture work. All such safety requirements will be provided by the contractor.

9. Records & information to be furnished by contractor

9.1 Contractor shall maintain neatly, completely and legibly registers, records reports and returns for inspection by various authority at short notice.

9.2 Contractor shall provide full particulars of each worker deployed by him before start of the work from time to time.

CHECK LIST (TECHNICAL BID)
SUMMARY OF COMPLIANCE T REQUIREMENT OF TENDER

Sr. No.	Description of requirement	Yes/No	Page No.
1.	Scanned copy of DD/FDR of earnest money deposit (EMD) .		
2.	Scanned copy of Registration Certificate of the firm as per Indian Companies Act. 1956 or Indian Partnership Act. 1932.		
3.	Scanned copy of License under the Contract Labour (Registration & Abolitions) Act. 1970.		
4.	Copies of ESI and ESI Certificate issued by the local bodies/appropriate authority.		
5.	Scanned copy of numbers of Staff registered under ESI & EPF separately.		
6.	Scanned copy of valid registration certificate issued by National and Small Industries Corporation (NSIC/MSME), if applicable.		
7.	The firm should have 3-year continuous experience in the field of providing Horticulture Maintenance services in Central Govt./Autonomous bodies/Corporations/State Govt./PSUs/Reputed public organizations, if otherwise not exempted for SME/MSME/ Startup firms. (Scanned copy).		
8.	Scanned copy of audited balance sheet of the firm to fulfill the requirement of average minimum annual turnover of the firm not less than Rs. 25,00,000/- (Rupees Twenty-Five Lakhs Only) during the last three years duly certified by the Chartered Accountant.		
9.	Scanned copy of GST registration.		
10.	Scanned copy of PAN Card.		
11.	Scanned copy of the Banker's detail along with the name of the bank, Account No and Address proof.		
12.	An undertaking as per attached Format (Annexure-III) duly attested by Notary on a non-judicial stamp paper of value of Rs.500/- (Rupees Five Hundred Only) regarding their non-blacklisting by any of the Government Department, Public Sector Undertakings and/or by Central Vigilance commission during the last three years. Original undertaking should be submitted along with EMD.		
13.	Current Financial Year Solvency certificate from Banker for Rs.10.00 Lakh		
14.	Income Tax returns for last 3 years.		

Financial bid (BOQ) should be uploaded separately.

Only those firms who qualify in the technical bid will be considered for financial bid

Declaration by the Tenderer:

This is to certify that I/We signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself ourselves to abide by them.

Signature of tenderer.....

Liquidated Damage Clauses/Penalty Clause

1. In case of deficiency of services, Pro-rata deduction of amount on the services not provided will be made. In addition, 10% penalty would be charged after giving due hearing to the contractor's explanation by the Director of the Institute.
2. The firm will not charge placement charges on any other account from the manpower deployed with the IISS, Bhopal from the payment to be made to the outsourced staff as per quoted rates. The contract is liable to be terminated, security deposit forfeited and the Contractor/Firm will be blacklisted if, at any stage, reports are received that the Contractor/Contracting firm has charged the manpower on any account.
3. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be acceptable and such persons will have to be replaced immediately.

TERMINATION CLAUSE: -

The Agreement of the contract can be terminated with two months' notice from either side on the technical issues beyond logical solutions. However, in case of Service Provider/Contractor issuing notice, the expenses incurring due to such breach shall be recovered from the security deposit or pending bills or by raising a separate claim.

AGREEMENT

This agreement is entered into this day _____ between the **Indian Institute of Soil Science, Nabibagh, Berasia Road, Bhopal – 462038** which is an Institute under Indian Council of Agricultural Research, New Delhi (A Society Registered under the Society's Registration Act, 1860 and hereinafter called "First Party" and _____ hereinafter called "The Employer and Second Party" (Which terms shall where the context permits include their executor, administrator or assign the partners for the time being of the said firm) of the OTHER PART (the party of the Second part).

WHEREAS the Indian Institute of Soil Science, Nabibagh Berasia Road, Bhopal, the first party is desirous of getting _____ at this Institute as per tender **No 2-26/2019-20/IISS due on _____** at this Institute as per the terms and conditions here in set forth. The contract will be valid initially for a period of **ONE YEAR w.e.f. _____ at a total cost of _____ per month excluding GST which will be paid on production of challan of exact amount** though it can be terminated during the one-year contract period in case of unsatisfactory performance and if the tender terms are not followed by the second party. If the performance is satisfactory, the contract can be extended further for a maximum period of one more year on mutual consent of both the Parties.

TERMS & CONDITIONS:-

OTHER TERMS & CONDITIONS

17. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt., State Govt. relating to this contract made applicable from time to time.
18. The persons so provided by the agency under this contract will not be the employees of the IISS, Bhopal and there will be no employer-employee relationship between the IISS and the person so engaged by the contractor in the aforesaid services.
19. It is presumed that the bidder has assessed all the requirements of manpower/materials/logistics/taxes etc. thoroughly before participating in the tender process and the tender quoted cost is lumpsum in respect of all these items/services and therefore no request for any alteration/hike in the rates once quoted would be entertained within one year from the date of award of tender. None of the other requirements including stationary items would be provided from the institute.
20. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time.
21. The contractor shall indemnify and keep indemnified the IISS, Bhopal from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, IISS, Bhopal shall be final and binding on the contractor.
22. The service provider/contractual staff should have adequate literary knowledge to cope up with the smooth operation of work.
23. To have proper coordination in working, the Contractor/Service provider Agency authorities would visit the working areas frequently and contact the concerned In-charge officers/administration for any clarification if required.
24. The contractor must employ adult contractual staff (21-58 years preferably) only. Employment of child labour shall lead to termination of the Contract.
25. Frequent changes in the deployed manpower should not be resorted to.
26. All the Contractual Services Staff should follow strict attendance and alternative arrangements are to be made by the agency to keep all the work points to be in operation by the substitute if any contractual worker leaves the point.
27. The contractor shall not sublet the work without prior written permission of the IISS, Bhopal.
28. The contractor or his workers shall not misuse the premises allotted to them for any purpose

other than for which the contract is awarded.

29. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of IISS, Bhopal for the purpose. All complaints should be immediately attended by the Agency.
30. All the contractual workers should maintain discipline, punctuality and obedience in the campus. Any misconduct would entail the administration to instruct the contractor to replace the person immediately.
31. **The contractor will have to give revised minimum wages with other statutory liabilities as and when the minimum wages are revised during the contract. Normally, wages are revised during April and October every year. It is expected that the bidder/contractor has taken into account such changes (increase) in the wages and will pay to the labourers/workers such revised wages from the date they become effective. IISS, Bhopal will not pay any extra money to the contractor for such revisions but shall ensure that revised wages are paid to them at stipulated dates.**
32. The Institute will not be responsible either to the Contractor or to its workers deployed at this Institute for any medical assistance/injuries/death or any kind of loss occurred to contractual labours.
33. The Director, IISS, Bhopal reserves the right to reject any or all tenders/quotations in whole or in part without assigning any reason thereof. The decision of Director, IISS, Bhopal shall be final and binding on the Contractor/Agency in respect of clause covered under the contract

1. **MODE OF PAYMENT:** The Agency will make payment to the staff on a monthly basis as per the rate of wage fixed y 7th of each month in the form through e-payment. In case of e-payment, necessary document showing proof needs to be enclosed. The Agency will submit the invoice/ claim (in triplicate) to the IISS on a monthly basis duly supported by proof of disbursement of wages to the staff duly signed by the workers. Agency should mention **PAN/ TAN, TIN/ VAT/GST** number along with bank details for e-payment. The payment to the Agency shall be released within 15 days from the date of receipt of invoices, provided the claim of the agency is found to be in order from all angles and the wage sheet should match the billing amount. The Income Tax deducted from the charges payable to the agency. The agency shall furnish details of disbursement made to the staff indicating the amount deducted on account of statutory deductions such as ESI, EPF etc. as employee's share, mentioning ESI Card No., EPF A/c No. and net amount paid to each individual duly supported by details of payment made to the contractual staff before presenting claim for the month. The proof of payment of statutory obligations such as ESI, EPF etc. showing name of each individual engaged for IISS and any other applicable Taxes accompanied by prescribed form must be furnished by the Agency indicating the names of the employees engaged for IISS and the amount deposited in respect of each for ESI & EPF, failing which subsequent payment to the Agency shall be withheld for which contracting agency will be responsible. Contractor should pay applicable minimum wages fixed by Central Government/M.P. State whichever is higher. **The payment to the second party is to be made through e-payment.**

2. **PAYMENT OF MINIMUM WAGE:** Contractor should pay applicable minimum wages fixed by Central govt./M.P. State, whichever is higher.

3. **LABOUR LAW:** - As per contract labour (Regulations and Abolition) Act, 1970 and the contract labour (Regulations and Abolition) Central rules 1971 w.e.f. 21/03/74 any contract in which 20 or more workman are employed or were employ or who employed on any day in the preceding 12 months as contract labour and the every contractor who employ or who employed on any day of the preceding 12 months 20 or more workman. It does not apply to establishment/contractor where the work performed is

of intermittent or seasonal nature. An establishment/ contractor wherein work is of intermittent and seasonal nature will be covered by the act, if the work performed is more than 120 days and 60 days in a year respectively. The act also applies to establishment of the government and local authorities as well. The EPF parties shall be obliged to observe the content of above para strictly.

4. The Agency will be responsible for complying with the obligations under the Labour Laws in respect of minimum wages ESI, EPF and Labour Act and various other provisions for all its employees deputed to work for the IISS. And also have to maintain all the registers and performas prescribed under the labour rule.

5. Before engaging any person for the job contract at this institute, the contractor should ensure the photo ID proof, Residential proof, Biodata etc. and also provide a copy of the same to institute, failing which contractor will be fully responsible.

6. In case of the doubtful integrity, character and behavior of any of the contractor's labours, he would be replaced by contractor on receiving instruction from the competent authority.

7. Any compensation for on account of death, disability of any labour(s) provided under contract in the IISS campus, even if such disability manifests after the termination of the contract shall be contractor's exclusive liability. The contractor should insure the person engaged by him for job contract work at IISS for all coverage of causality, Death or accident.

8. The contractor is wholly responsible to supply the personnel in the institute premises and if any accident/ untoward incident happens, on account of improper workmanship with the concerned person duty, the whole responsibility for setting the case with police/court lies with the contractor.

9. **LOSS AND /OR DAMAGES :-** In Case of any loss or damage done to the property of the Institute by the personnel provided by the agency at IISS, Bhopal, full damages will be recovered from the Security Deposit/ EMD of the Agency/ second party and decision of the competent authority of IISS, Bhopal shall binding on agency/ second party.

10. **PENALTY CLAUSE:** - In case of non satisfactory service, a penalty of Rs. 1000/- shall be imposed per day. In case of continued un-satisfactory service, 20% of the bill value shall be forfeited and the contract shall be liable to be terminated without any further notice. Also if the firm does not observe the minimum wages. ESI, EPF and other statutory liabilities as prescribed by law, and doesn't make payment as per schedule in the tender the whole security deposit shall be forfeited and the contract will be terminated immediately.

11. The IISS shall have no liability whatsoever towards any other personal or equipment of the Agency. All statutory requirements for the workmen engaged for IISS contract work are to be borne by the Agency and shall be sole responsibility of the Agency.

12. **RISK CLAUSES:** IISS reserves the right to discontinue the services at any time, if the services are found unsatisfactorily/ persons provided for undertaking job contract are not qualified/ suitable persons not provided during absence/ leave by giving a show-cause through post/e-mail to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit of pending bills or by raising a separate claim.

13. **TERMINATION:** - This contract can be terminated by giving one month's notice on either side and that any notice required to be served shall be sufficiently served on the parties if delivered to them personally or dispatched by the address herein given under registered post/speed post.

14. **The agency shall not sublet this contract or any part thereof to any other party.**

15. In case of any dispute arising, decision of the Director, IISS, Bhopal will be final and binding on the contractor.

In addition to above all the terms and conditions mentioned in the tender documents and agreed upon by firm, will be binding and failing which penalty will be imposed as mentioned thereon/decided authority.

Any difference of opinion with regard to interpretation or otherwise arising out of this contract will be referred to soli arbitrator viz. Director, IISS, Nabibagh Berasia Road, Bhopal whose decision will be binding on both parties.

In within where as the parties here to set their respective hands, the day and the year herein above written.

Signed by the contractor the party of the second with consent of acceptance in the presence of:
Witness:

1.

2.

Signature of the Contractor
Second Party

Signed by or on behalf of the party of First party In the presence of:

1.

2.

Signature of the Competent Authority
First Party