

TENDER DOCUMENT

FOR

HORTICULTURAL SERVICES

CHOUDHARY CHARAN SINGH

NATIONAL INSTITUTE OF AGRICULTURAL MARKETING

KOTA ROAD, BAMBALA

NEAR SANGANER JAIPUR – 302033

PHONE No. 0141 – 2795111, 2795104

Tender Document cost : Rs. 1000/- Only
(Rupees Three hundred Only)

NOTICE INVITING TENDER THROUGH E-PROCUREMENT

Online Bid is invited from the interested firms under two bid system for “Supply of Horticulturist/Supervisor, Skilled and unskilled labour” at CCS NIAM, Jaipur. Manual bids shall not be entertained.

Tender documents may be downloaded from e-Procurement website of CPPP <https://eprocure.gov.in/eprocure/app>

The Firms are required to upload **Scanned copies** of the following documents:-

- **TECHNICAL:**
 - A. **Tender fee and Earnest Money Deposit (EMD)**
 - B. **Firm’s registration certificate-** Certificate of Incorporation/ registration under Shop & Establishment Act/or any other Equivalent certificate
 - C. **PAN Card & GST Registration No.**
 - D. P.F. and E.S.I Registration Certificate issued by concerned authorities.
 - E. Chartered Accountant endorsing the **annual turnover** of the firm for the last 3 Financial Years, i.e., 2016-17 & 2017-18, 2018-19 which should be more than Rs. 50 Lakhs per annum each year.
 - F. Applicants must ensure that all the above documents have been uploaded.
 - G. Proof of experience having worked in a reputed organization. Firms should have three similar work, each of value not less than 40% of the estimated cost or two similar work, each of value not less than 60% of the estimated cost or one similar work of value not less than 80% of the estimated cost.
- **FINANCIAL BID:**
 - (a) **Price Bid as BoQ**

ELIGIBILITY CONDITIONS:

- a. The bidder must be a Registered Partnership firm / Sole proprietorship / Individual/ Company.
- b. The bidder must have a proven track record of at least 10 years of experience,
- c. The bidder firm should have at least three years of experience of performing job contract in reputed Govt./ Semi-Govt. / Govt. undertaking / University establishment.
- d. The bidder firm should have a turnover of Rs. 50 Lakhs per year or more in the past three years will be preferred.
- e. The bidder firm should have at least 20 manpower/ Supervisor registered under ESI and EPF. The EPF Nos of these labours are to be submitted along with tender.
- f. The bidder firm should also fulfill the statutory and welfare requirements in respect of its employees.
- g. The bidder firm should have valid labour Contract license for current contract issued by Labour Commissioner.

h. The bidder firm must have Service Tax Registration/TIN No.

Documents to be enclosed along with Technical Bid (self-attested copies to be submitted):

1. Certificate of Registration with Labour Department, Govt. of India/ State Govt.
2. Certificate of Registration with office of the Regional Provident Fund Commissioner.
3. Certificate of Registration with Employees State Insurance Corporation.
4. Certificate of Registration for Goods and GST.
5. Audited Financial Statements (P & L and Balance Sheet) for the last Three Financial Years.
6. Income Tax Assessment orders / I.T. Returns copies for the last three Financial Years.
7. List of works in hand indicating Name of clients, description of work, contract value, date of award.
8. Certificate of Income Tax PAN.
9. DD for Rs. 1000/- (Rupees One thousand only) towards tender fee.
10. DD for Rs.50000/- (Rupees Fifty Thousand only) towards EMD (Earnest Money Deposit).

SCOPE OF WORK: MAINTENANCE OF GARDEN AND HORTICULTURE WORK

1. 'Garden' means all the areas enclosed by all sides of boundary wall. The compound of the office/ training halls/ staff quarters and all other surrounding areas. The total area of CCS NIAM, Jaipur is approximately 34 acres, out of which approximately acres is under ornamental garden/lawn/trees/shrubs/hedges/ground covers, etc.
2. Material: Cost of the Good earth, Manure, Fertilizer, Insecticides, Pesticides, seasoned bio-manure / cow dung / compost will be provided by the Institute. Seasonal seeds, plants, potted plants, earthen pots and any other material also provided by the Institute. The Institute shall provide lawn mower and brush cutter, other T & P material / articles etc.
3. The Institute will provide all the equipments in working condition. However, the maintenance of the equipments provide by the Institute will be maintained by the Contractor and hand over in working condition at the time of completion of the tender.

Note : water will be provided by the Institute.

4. Maintenance
 - a. Regular Maintenance: The Maintenance work includes the entire trees in Campus, ornamental garden/ lawn/ trees/ shrubs/ hedges/ ground covers, etc. It includes maintenance of the existing as well as any other additions to the garden/ lawn/ plants etc. Apart from the above, the day to day maintenance work includes the following:
 - (i) Lawn of the entire Campus;

- (ii) All trees, shrubs, hedges, plants etc. of the entire campus;
 - (iii) Flower beds;
 - (iv) Keeping plants alive and healthy;
 - (v) Watering plants, shrubs, saplings, trees daily or as per requirement (except on rainy days) preferably in the morning & evening and not in the hot sun to avoid heavy transpiration;
 - (vi) Regular uprooting all kinds of weeds;
 - (vii) Removal of unwanted bushes from the campus;
 - (viii) Removing the dead leaves, cleaning the area including disposal of waste and dead leaves, twigs, garbage on day to day basis, making bunds to the plants wherever required, adding good soil and manure to the roots of the plants wherever necessary;
 - (ix) Keeping the lawn area, garden and the surroundings in a neat and clean condition;
 - (x) Replacing all the dead, diseased plants, vacant patches anywhere in the campus including the potted ones as when and where it occurs. Broken pots should be replaced with new ones by the Contractor;
 - (xi) Maintaining all plant hedges decently. Pruning and mowing should be done by keeping the foliage aesthetically at a reasonable size without making them bald with a motive to keep a longer gap for the next job;
 - (xii) Overgrowing trees from gardens spreading on to office premises will have to be pruned periodically;
 - (xiii) Performing all such other relevant maintenance services in accordance with all Laws, Competent Authority instructions including complying with all legal formalities required in engaging suitably qualified, experienced, competent gardeners as may reasonably be required for the performance of the services;
 - (xiv) Providing adequate no. of gardeners/ labours work with one skilled gardeners, Garden Supervisor with necessary experience;
 - (xv) Manuring of plants on regular basis.
- b. Other (Seasonal) Maintenance:
- (i) Pruning, cutting and dressing bushes and plants: pruning should be done at regular intervals, strictly ensuring no damage to the beauty & aesthetics of the hedges & plants on all sides;
 - (ii) Mowing and pruning the grass everywhere whenever required or at least once in a fortnight by keeping it aesthetically decent;
 - (iii) Planting additional trees as indented by CA;
 - (iv) Disposal of waste, dried leaves, mowed grass etc., once in a week only in the presence and at the direction of an authorized official of CCS NIAM, at the designated place without affecting the live trees in any manner what so ever / without causing any damage / inconvenience to the Public in the surroundings.
 - (v) Apply Insecticides / Pesticides to control pests and cure the insect infections.

- (vi) Provide suitable and seasoned bio-manure / cow dung / compost / fertile good soil to the plants as and when necessary or at least twice a year. Vermi-culture may be done in the *garden* to make the soil more fertile.
- (vii) Erosion of soil on any part of the garden due to rain or for whatsoever reason will have to be filled up with good soil and leveled.
- (viii) The contractor shall thoroughly clean the dust and dirt, debris etc., and remove all the scaffoldings and other materials used for the works away from the site and keep the site free from all the above.

All garden tools will be brought and maintained by the contractor at his own cost without charging extra cost. Provision of the following specialized staff will be ensured to proper Horticulture work **The number of workers can be reduced or increased as per requirement in the Institute.**

1. Horticulturist/Supervisor	-	One
2. Skilled Gardner	-	Two
3. Unskilled Gardner	-	Eight

Institute will increase the number of unskilled Gardner's as and when requirement arise or demand by the Management. Payment will be made as per quoted rate. The Institute will have absolute power to reduce the contract amount in case the required manpower is reduced for a prolonged period.

TERMS AND CONDITIONS

The terms & conditions of the contract which will govern the contract made are those contained IN THE GENERAL CONDITIONS OF CONTRACT APPLICABLE TO THE CONTRACT PLACED BY THE CCS NIAM and the special terms & conditions detailed in the tender form and its schedules. Please submit your tender if you are in a position to provide the requisite services in accordance with the requirements stated in the attached schedule.

1. An earnest money of **Rs.50,000/- (Rupees Fifty thousand only)** must be deposited in the form of Demand Draft/Banker Cheque from Nationalized bank in favour of "**DG, NIAM Jaipur**". The particulars of the earnest money deposited (EMD) must also be super scribed on the top of the envelop by indicating the number and date of the demand draft. **The tender will not be considered if the earnest money is not enclosed with the tender.**
2. If any firm have registration under MSME category, need not to deposit EMD but certificate must be uploaded in placed of EMD.
3. The tenderer is being permitted to submit tender in consideration of the stipulation on his/her part that after submitting his/her tender, he/she will not refuse his/her offer or modify the terms and conditions thereof. In case, the tenderer fail to observe and comply with the foregoing stipulation the earnest money will be forfeited by the Institute. In the event of the offer made by the

tenderer not being acceptable, the amount of earnest money deposited by the tenderer will be refunded. Conditional contract tender not acceptable

4. The tender is liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tender is not fulfilled. Individual signing the tender or other documents connected with the contract may specify whether he/she signs it in the capacity of
 - (i) as sole proprietor of the firm or constituted attorney of such sole proprietor, or
 - (ii) a partner of the firm if it is a partnership in which case he/she must have authority to arbitration dispute concerning the business of 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.
5. In case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents 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 sign such and if, on enquiry, it appears that the persons so signing is without authority, the Institute will cancel the contract and hold the signatory liable for all costs and damages. Such page of the tender and the schedules to the tender and annexure, if any, should be signed by the tenderer(s)
6. I/we wish to submit our tender for providing Horticulture Services at CCS, NIAM, Jaipur as per BOQ.
7. I/we agree to the forfeiture of the earnest money deposit by me/us in connection with this tender, if I/we fail to comply with any of the terms & conditions in whole or in part as laid down in the tender form. We have carefully read the terms & conditions of the tender and agree to abide by these in letter and spirit.
8. For providing horticultural services at the Institute, the agency shall employ good and reliable persons after police verification with robust health and clean records preferably within the age group of 21 to 45 years to carry out the job contract. In case any of the personnel so engaged by the agency is not found suitable by the competent authority, the Institute shall have the right to ask for its replacement without giving any reason thereof and the agency shall on receipt of a written communication in this regard will have to replace such persons immediately.
9. The personnel engaged by the agency for this job contract will not be an employee of the Institute and there will be no employer-employee relationship between the council and the personnel so engaged by the contractor.

10. The agency shall be wholly responsible for making payment of monthly salaries and other admissible allowances to the personnel under Minimum wages act as per Govt. of India and the Institute shall in no way be responsible for meeting any kind of expenditure on salaries etc. to these personnel.
11. The Institute shall not directly or indirectly engage any personnel of the agency during the period of contract.
12. All the personnel deployed will perform their duty properly and as desired by Horticultural Maintenance Committee or as per direction of Horticulturist/supervisor.
13. The tenderer will have to furnish particulars relating to ESI, EPF, Registration under Contract Act, turnover and infrastructure etc.
14. The agency shall furnish experience of performing job contract of horticultural services in reputed Govt./ Semi Govt. building and organizations.
15. Contractor should open the EPF and ESI accounts for each labour separately. Every labour should have his bank account. The EPF, ESI and bank account number in respect of each labour should be submitted to the Institute office. Contractor will make payment in the form of A/c payee cheque/DD to each labour as per the bill details.
16. **TERMS OF THE CONTRACT:** - The terms of the contract will be for one year. On the expiry of the contract or on its termination, the Institute reserves the right to renew the contract on the terms and conditions that may then be mutually agreed upon.
17. **MODE OF PAYMENT :** The agency will make payment to the staff on the monthly basis as per the minimum wages of Govt. Of India by the 7th of every month in the form of a/c payee cheque in the presence of a Officer of NIAM at the premises of Institute, Jaipur. The agency will submit the invoice/claim to the Institute on the monthly basis. The payment to the Agency shall be released say within 15 days from the receipt of invoice, provided the claim of the agency is found to be in order from all angles. The income tax deducted at source and such other taxes / levies as are required by law to be deducted shall be deducted from the charges payable to the agency. The agency shall furnish detail of disbursement made to the staff every month indicating the amount of remuneration received from the Institute against each individual amount deducted on account of statutory deductions such as ESI, EPF etc as employee's share and net amount paid to each individual duly supported by details of payments made to the contractual staff. The proof of payment of statutory obligations such as ESI, EPF etc and any other applicable taxes furnished by the agency.
18. **LABOUR LAW:-** As per contract labor (Regulations and Abolition) Act, 1970 and the contract labor (Regulations and Abolition) Central rules 1971 w.e.f 21/03/74 any contract in which 20 or more workman are employed or were employed on any day in the preceding 12 months as contract labour and

to every contractor who employees 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 of more than 120 days and 60 days in a year respectively.

19. **TERMINATION:** - This contract can be terminated by giving one month's notice by the D.G., NIAM. However, the either party can also terminate contract after the expiry of 60 minimum contractive period by giving one month notice 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.
20. **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 Institute, Jaipur, full damages will be recovered from the Agency and decision of the competent authority of CCS NIAM shall be a binding on agency.

21. Penalties in case of Violation of the Contract

- a. Contractor has to compensate CCS NIAM in case of any default or dereliction of duty on their part in any manner in adhering to the terms and conditions as agreed to, equivalent to amounts chargeable for getting the job done from outsiders at piece meal rates plus the office overheads for the time and energy of various officials and staff as may be decided by the CA.
- b. All the routine maintenance jobs to be completed on the same day within the stipulated time.
- c. Penalty up to Rs.500/- will be imposed for the following lapses:
- i. Non-watering/ partial watering of plants on any day.
- ii. Unscrupulous cutting of trees/plants and allowing them to die.
- iii. Non-replacement of dead plants.
- iv. Inadequate care of any plant leading to emaciation.
- v. Garbage disposal without conforming to CCS NIAM stipulations as above.
- vi. Not following the instructions given by the C A.
- vii. Non completion of regular as well as other seasonal maintenance jobs, to the satisfaction of CCS NIAM.
- viii. Non-supply and application of fertilizers, manure, pesticide, insecticide and soil etc. as per requirement.
- ix. Non-maintenance of any of the services that may affect the beauty of the Garden of CCS NIAM.
- x. Not wearing of proper Uniforms (to be provided by the contractor) by the persons engaged by the Contract.
- xi. Unsatisfactory work done by the workers, gardeners and supervisor for numerous reasons such as but not limited to untrained

workers, gardeners and supervisors, insufficient work force etc.,
xii. Delay in service.

d. In case the services are not found satisfactory, the CA shall be at a liberty to withhold any payment/s that may be due to the Contractor till such time, such services are rendered to the satisfaction of the CA.

e. The Contractor shall keep the CCS NIAM indemnified fully and without limit against all costs, claims, damages, expenses, fines, losses, liabilities and penalties including attorney's cost, expenses accruing, incurred or suffered by the CCS NIAM directly or indirectly arising on account of:

i. Failure by the Contractor to perform any of the obligations under this contract, in accordance with the provisions of this contract;

ii. Any claim from any statutory authority or workers of the Contractor with respect to their terms of services, arising in relation to non-compliance by the Contractor with any matter set out here in;

iii. Any act of commission or omission, negligence, fraud, forgery, dishonesty, misconduct or violation of any of the terms and conditions of this contract by the Contractors / workers;

iv. Any adverse claim/s of whatsoever nature made on the CCS NIAM;
and

v. Any act of the contractors' workers in any manner whatsoever

22. **SECURITY DEPOSIT** :- The successful bidder will be required to deposit an amount equivalent to 5% of the total contract value as Security Deposit in the form of Demand Draft/Pay Order favoring "**DG, NIAM**" payable at Jaipur within two weeks from the date of award of the contract. The security shall be refunded to the contractor after satisfactory completion of the contract or adjusted against any damages or loss of property etc. caused by the personnel deputed by the agency. No interest will be paid on the security money deposited with the Institute.
23. In case of any dispute arising, decision of the Director General will be final and binding.
24. Before tendering, the tenderer shall inspect the site to fully acquaint himself about the conditions in regard to nature of work required to be performed/executed. No claim whatsoever on such accounts shall be entertained by the CCS NIAM under any circumstances.
25. The successful tenders will have to sign the agreement on Non-judicial Stamp Paper of Rs.3000/- and submit it within 07 days from the date of the issue of the letter of acceptance of the tender. Also if he does not initiate the work as per work order, the EMD is liable to be forfeited and in case he does not start work after execution of work his security deposit will be forfeited and work will be allotted to another contract at his risk and cost.
26. The contractor shall not sublet this contract or any part thereof to any other party.

27. In case the integrity, character and behavior of any of the contractor's laborers is found doubtful, he would be replaced by contractor on receiving instruction from the competent authority on his own account.
28. The contractor shall be fully responsible for the work allotted to him and shall not indulge in any other activities than doing specified job allotted to them. In case of any loss/damage to institute property or its interest the competent authority shall be free to impose penalty of equivalent value as decided by him/her.
29. Any compensation for disengagement on account of death, disability of any labors(s) provided for deployment in the NIAM campus, even if such disability manifests after the termination of the contract shall be contractor's exclusive liability.
30. The contractor is wholly responsible to supply the labour in the institute premises and if any accident/ untoward incident happens, on account of improper workmanship with the labour during duty, the whole responsibility for setting the case with police/court lies with the contractor.
31. The CCS NIAM, Jaipur without giving any reasons at any time by giving one-month notice may terminate the contract and the contractor shall have no claim if the period of contract is curtailed. The contractor however, will have to give two months notice to CCS NIAM, Jaipur for discontinuing his work after completion of minimum one-year contract period.
32. The Director General, CCS NIAM, Jaipur shall have absolute right to impose penalty for unsatisfactory services rendered by the contractor which may be in monetary term depending on the nature of job work under consideration.
33. The decision of the Director General, CCS, NIAM, Jaipur regarding any disputes whatsoever arising out of the contract will be final and binding on the contractor.
34. The Contractor shall adhere to the provisions of applicable labour laws. The contractor has to ensure that the payment of minimum wages.
35. The Contractor shall submit the photographs, names, addresses, and phone numbers/contact numbers of the persons deployed to work in the garden.
36. Workers' register will have to be used at CCS NIAM for garden workers attendance.

Admn. Officer

FINANCIAL BID

**Note : The wages should be as per
Minimum wages ACT of Govt. of India**

1. Contractor shall provide One Horticulturist/Supervisor and minimum 2 Nos. Skilled Gardener's and 8 Nos. unskilled Gardeners. The rates including Minimum wages, PF, ESI, GST, or any other tax which is applicable.	
2. Monthly Salary of Horticulturist/Supervisor	
3. Monthly Salary of Salary of Skilled Gardner's	
4. Monthly salary of unskilled Gardner's	

SIGNATURE OF TENDERER