

TENDER DOCUMENT

FOR

HORTICULTURE SERVICES

**NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION
(NITS)
BUREAU OF INDIAN STANDARDS
A-20, 21, INSTITUTIONAL AREA
SECTOR 62
NOIDA 201307**

Tel: 0120-2402204 FAX: 2402202/3
E-Mail: nits@bis.org.in Web: www.bis.org.in

Price: Rs 200.00

(Those who download the tender document from
Website should enclose a DD for Rs 200.00
towards cost of tender)

**NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION
(NITS)**

BUREAU OF INDIAN STANDARDS

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SECTOR 62

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NIT No. TI/G-80

Date: 21 April 2009

**TENDER NOTICE
FOR
HORTICULTURE SERVICES**

NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION invites sealed tenders under **two-bid** system from reputed and experienced agencies for providing Horticulture Services at the above address.

The interested agencies are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover superscribed "Tender for Horticulture Services" and should reach NITS before 1500 hrs on or before **13 May 2009**. The technical bids shall be opened on the same day at 1600 hrs at NITS.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be purchased from NITS on any working day between 0930 and 1700 hrs on payment of Rs 200.00 only or can be downloaded from BIS website. Those who download the tender document from website should enclose an additional DD for Rs 200.00 along with their tender bid in the Cover-I "Technical Bid. The EMD for Tender for Horticulture Services is Rs 10,000.00 (Rupees ten thousand only) should be paid by Demand Draft in favour of **BUREAU OF INDIAN STANDARDS** payable at Delhi/Noida.

Any future clarification and/or corrigendum(s) shall be communicated through tender section on the BIS website www.bis.org.in

HEAD (NITS)

TENDER DOCUMENT

BUREAU OF INDIAN STANDARDS

QUOTATION FOR PROVIDING HORTICULTURE SERVICES TO NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION, NOIDA

TECHNICAL BID

(In separate sealed Cover-I superscribed as **Technical Bid**)

1. Name & Address of the Tenderer Organization/Agency with phone number, e-mail and name and telephone/mobile number of contact person	
2. Experience in the work of providing Horticulture Services. Particulars of experience (Attach certificates, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 3 years along with a certificate from the agency where the job was carried out.	In following format

Sl.No.	Name of Organization With complete address and telephone numbers to whom services provided	From	To	Contracted Amount (Rs per month)	Reason for Termination
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3. Set-up of your Organization a) Clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service: b) Is the establishment registered with the Government; please give details with document/evidence. c) Do you have labour licence. Please provide details and attach a copy. d) Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in NITS.	
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4. Are you covered by the labour Legislations, such as, ESI, EPF, Gratuity Act etc.	
5. Please give EPF No: ESI Code: Gratuity Act Regn. No:	
6. Are you governed by minimum wages rules of the Govt of UP. If yes, please give details.	
7. Please attach copy of last return of Income Tax	
8. Please attach balance sheet of the company, duly certified by Chartered Accountant for last 3 years.	
9. PAN No. (Please attach copy)	
10. Vat No. (Please attach copy)	
11. Trade Licence No. (Please attach copy)	
12. Service Tax Registration No. (Please attach copy)	
13. Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
14. Power of Attorney/authorization for signing the bid documents	
15. Please submit an undertaking that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner.	
16. Details of the DD/Pay Order of Rs 10,000.00 towards EMD and a DD for Rs 200/- in case tender document is downloaded from BIS website. DD/PO No. Date: Drawn on:	

Declaration by the Tenderer :

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

Encls: 1. DD/Pay Order No._____

2. Terms & Conditions (each page must be signed and sealed)

3. Financial Bid.

(Signature of Tenderer with seal)

Name:

Seal:

Address :

Phone No (O) :

FINANCIAL BID
(In sealed Cover-II superscribed “Financial Bid”)

QUOTATION FOR PROVIDING HORTICULTURE SERVICES TO NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION, NOIDA

Sl.No.	Particulars	Unit	Rate per person/per month (In *Rs)	Amount in Rs
1.	Head Mali	1		
2.	Malies	4		
3.	Service Tax			
	Total Amount Rs.			

***Break-up of the rate may also be provided along with the copy of the Govt Order on Minimum Wages to facilitate revision of rate whenever minimum wages are revised by the Govt.**

Declaration by the Tenderer :

This is to certify that I/We before 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 with seal)

Name:

Seal:

Address :

Phone No (O) :

Date:

Note: i) No other charges would be payable by NITS.
ii) There would be no increase in rates during the Contract period except provision under the terms and conditions.

(To be made on Rs 50.00 Non Judicial Stamp Paper)

DRAFT AGREEMENT

This agreement is made on _____ day of _____ Two thousand nine between NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION (BUREAU OF INDIAN STANDARDS), NOIDA, as one part, hereinafter called 'NITS' and M/s_____, having its registered office at _____ hereinafter called the 'Agency' for providing Horticulture Services on the other part.

WHEREAS the NITS is desirous to engage the Agency for providing Horticulture Services for NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION at NOIDA on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI, etc relating to Horticulture personnel deployed in NITS. The NITS shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at NITS. The NITS shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one month notice on either side.
5. In case of non-compliance with the contract, the Bureau reserves its right to:
 - a) Cancel/revoke the contract; and/or
 - b) Impose penalty upto 10% of the total annual value of contract.
6. Security deposit equal to 10% of the Annual contract value (refundable without interest after two months of termination of contract) in the form of Pay Order/Demand Draft or Bank Guarantee shall be furnished at the time of signing of the Agreement.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in NITS.
8. The Horticulture personnel provided by the Agency will not claim to become the employees of NITS (BIS) and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in NITS.

9. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the Statutory wages revised by the Govt.
10. The Agency also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
11. Decision of BIS in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.
12. In case of any dispute between the Agency and NITS, NITS shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at NOIDA.

THIS AGREEMENT will take effect from _____ day of _____ Two thousand nine and shall be valid for one year.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Noida in the presence of the witness:

NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION
BUREAU OF INDIAN STANDARDS

Witness: 1.
 2.

AGENCY

Witness: 1.
 2.

ANNEX

TERMS & CONDITIONS OF CONTRACT

(Annexure to Agreement)

A. Scope of Work: Providing Horticulture services at National Institute of Training for Standardization, A-20-21, Institutional Area, Sector 62, NOIDA 201307 by deploying required number of Horticulture Personnel.

1. Maintenance of all the lawns/plants/trees of NITS including Hostel, Administrative Block, residential quarters and immediately outside in front of the NITS campus.
2. The maintenance shall be provided by proper soil, landscapes, bed management, watering, weeding, manuring, moving, cutting of grass, shrubs, trees, hedges, edges, creepers etc., pruning, spraying pesticides, replacing dead plants, re-developing or improvising landscapes wherever required. The maintenance shall mean and include watering, preparation of beds, weeding, mulching, forking the soil, trimming, pruning, supporting, mowing lawns/grass, sweeping, disposal of materials, application of manures like cake dung, insecticides, pesticides etc. The interval for spraying insecticide, applying fertiliser/manure etc. will be as per site conditions and requirements. It also means and includes, replacement of plants and shrubs, to fill in the gaps during the operational period.
3. Plantation of saplings, trees, flower plants, their maintenance and trimming from time to time, changing pots, etc.
4. Watering plants and grass in the lawns to ensure that greenery is maintained in the NITS premises,
5. Pest control use and spray of pesticides,
6. Arrangement of flower vases as per the requirement of NITS, and
7. Maintain and enhance beauty of the premises at all times.
8. The entire premises shall be kept in such a way that it always looks lush green. The maintenance contract is meant for total upkeep including development of the entire premises in lush green and healthy conditions in entire area including road sides, lawns, pathways, trees, hedges, bushes, herbs, shrubs etc.

B. Eligibility Criteria

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted who possess the required licenses, registrations etc as per law valid at least for 12 months from the date of the opening of tender.
2. The tenderer shall have at least 3 years experience of providing Horticulture services. The Head Mali should have at least 10 years experience and Mali's should have at least 3 years experience of gardening work.

3. Having successfully completed works of similar magnitude and duration (worth Rs 2.5 lacs or more per year) in last three years.
4. Proof of financial turnover with a minimum of Rs 5 lacs per year achieved, duly attested by CA.
5. The bidder should have an office in proximity of NOIDA.
6. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency).
7. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
 - a) PF Registration
 - b) ESI Registration
 - c) Service Tax Registration
 - d) Valid License, issued by Regional Labour Commissioner, Govt of India

C. Information and Conditions relating to Submission of Bids

1. The initial period of contract shall be for 12 months may be extended by two years, one year at a time depending on performance of the Agency and at discretion of NITS.
2. The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be purchased from NITS on any working day between 0930 h and 1700 h on payment of non refundable charges of Rs 200/- only or can be downloaded from BIS Website. Those who download the tender document from Website should enclose a DD for Rs 200/- along with their bid in the Cover-I containing Technical Bid.
3. The interested agencies are required to submit the technical and financial bid separately in the format enclosed. The bids in sealed Cover-I containing “Technical Bid” and sealed Cover-II containing “Financial Bid” should be placed in a third sealed cover superscribed “Tender for Horticulture Services” should reach NITS before 1500 h on or before **13 May 2009**. The technical bids shall be opened on the same day at 1600 h at NITS in presence of the bidders or their authorized representatives who choose to remain present.
4. All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.
5. A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.

6. The bidder shall pay Bid Security EMD of Rs 10,000.00 (Rupees ten thousand only) along with the technical bid by Demand Draft in favour of “BUREAU OF INDIAN STANDARDS” drawn on any Nationalized Bank/Scheduled Bank and payable at NOIDA/NEW DELHI. Bids received without earnest money deposit shall stand rejected and thus shall not be considered for evaluation etc at any stage.
7. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalisation of contract.
8. The successful bidder (agency) will deposit an amount equal to 10% of Annual Contract value towards Security Deposit by way of demand draft in favour of “BUREAU OF INDIAN STANDARDS” drawn on any Nationalized Bank/Scheduled Bank and payable at NOIDA/NEW DELHI.
9. The EMD deposited by successful agency will be adjusted towards Security deposit. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited unless time extension has been granted by NITS.
10. The bid shall be valid and open for acceptance of the Competent Authority of NITS for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder shall be entertained
11. To assist in the analysis, evaluation and computation of the bids, the Authority may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
12. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate after complying with the provisions of Minimum Wages Act. In case two or more agencies are found to have quoted the same rates, the NITS shall decide about the agency. The decision of the Competent Authority shall be final.
13. The quoted rates shall not be less than the minimum wages of Govt of Uttar Pradesh and shall include all statutory obligations. The rate quoted should be consolidated and inclusive of Income Tax, Employer EPF contribution, ESI contribution etc, bonus, insurance, leave salary etc.
14. NITS shall reimburse the Agency to the extent of the amount of variation arising out of the upward revisions in minimum wages as per Labour Commissioner of UP above the rates mentioned in the contract and derived statutory obligations thereof provided the documentary evidence is produced by the Agency making such payments to that extent only.

15. NITS reserve the right to accept or reject any or all bids without assigning any reasons. NITS also reserves the right to reject any bid which in his opinion is non responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

D. Terms and Conditions

1. The Horticulture services and provision for the required manpower shall be as under:

Sl. No.	Description	No. of Personnel Required	Experience
1.	Head Mali	1	10 years
2.	Malis	4	3 years
Total		5	

However, the above number and arrangement of deployment of the Horticulture personnel is without prejudice to the right of NITS to deploy the Horticulture personnel in any other number or manner considered to be more suitable by NITS in the interest of the Bureau.

- The agency shall ensure that the Horticulture personnel deputed are healthy and not more than 50 years of age. The agency will get their antecedents, character and conduct verified.
- The full particulars of the personnel to be deployed by the agency including their names and addresses, shall be furnished to NITS along with testimonials before they are actually deployed for the job.
- The agency shall not deploy or shall discontinue deploying the specific person(s), if so desired by the NITS at any time without assigning any reason whatsoever.
- A local representative of Agency shall be In-charge of the Horticulture system and shall be responsible for the efficient rendering of the service under the contract. While working at the premises of NITS, they shall work under directives and guidance of Head, NITS and will be answerable to NITS. This will, however, not diminish in any way, the agency's responsibility under contract to the NITS.
- The agency shall deploy Horticulture personnel trained in all facets of Horticulture work. The Agency shall provide necessary undertaking and documentary evidence in this regard.
- The contractor will make his own transportation arrangements for all the required materials to site of works including for disposal of any waste material including cutting grass/branches/dry leaves etc. to the authorized municipal dumping grounds out of NITS at no extra charges to NITS.
- The required fertilizers, insecticides, mixing of earth, manure and its application will be done by successful tenderer as and when desired by NITS. The non lawn areas but covered under horticulture are required to be kept free from garbage, debris, fallen leaves by disposing from time to time as directed by authorized representative of NITS.
- A senior level representative of the Agency shall visit NITS premises at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the NITS officer dealing with service under the contract for mutual feed back regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.
- The Agency shall ensure that any replacement of the personnel, as required by NITS for any reason specified or otherwise, shall be effected promptly without any additional cost to the

- NITS. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the NITS at Agency's own cost.
11. The Agency shall provide reasonably good uniform with name badges to its personnel deployed at NITS at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition.
 12. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the NITS/Govt. of India/any State/or any Union Territory.
 13. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the NITS. Proposals for efficient functioning of the Horticulture systems shall be discussed, considered and implemented from time to time by the agency with approval of NITS.
 14. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at NITS or for any accident caused to them and the NITS shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the NITS for whatever reason. The Agency shall also be responsible for the insurance of its personnel.
 15. The agency shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments/amendments/modifications
 1. The Payment of Wages Act 1936
 2. The Employees Provident Fund Act, 1952
 3. The Factory Act, 1948
 4. The Contract Labour (Regulation) Act, 1970
 5. The Payment of Bonus Act, 1965
 6. The Payment of Gratuity Act, 1972
 7. The Employees State Insurance Act, 1948
 8. The Employment of Children Act, 1938
 9. The Motor Vehicle Act, 1988
 10. Minimum Wages Act, 1948
 16. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to NITS and maintain liaison with the police. FIR will be lodged by NITS, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
 17. The agency shall ensure that Horticulture staff appointed by them is fully loyal-to and assist the NITS during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the NITS.
 18. In case of any loss that might be caused to the NITS due to lapse on the part of the Horticulture personnel discharging Horticulture responsibilities will be borne by the Agency and in this connection, NITS shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to NITS besides imposition of penalty. In case of frequent lapses on the part of the Horticulture personnel deployed by the contractor, NITS shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
 19. In the event of any Horticulture personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.

20. As and when NITS requires additional Horticulture strength on temporary or emergent basis, the agency will depute such Horticulture personnel under the same terms and conditions. For the same, a notice of two days will be given by the NITS. Similarly, if the Horticulture personnel deployed by the agency any time are found absent from duty or sleeping, the NITS shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
21. The agency shall arrange to maintain at the Horticulture desk/booth, the daily shift-wise attendance record of the Horticulture personnel deployed by it showing their arrival and departure time. The Agency shall submit to NITS an attested photocopy of the attendance record and enclose the same with the monthly bill.
22. The NITS shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
23. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government.
24. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
25. In case of non compliance/non-performance of the services according the terms of the contract, the NITS shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
26. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. In the event, NITS makes any payment or incurs any liability, the agency shall indemnify the NITS completely.
27. The decision of NITS in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
28. In case of any dispute between the Agency and NITS, NITS shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Noida (Gautam Budh Nagar).
29. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a sole Arbitrator to be appointed by Head, NITS. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.
30. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
31. The contract is subject to the condition that the tenderer will comply with all the laws and byelaws of Central Govt., State Govt., District authorities relating to this contract.
32. An agreement shall be signed with the successful bidder as per specimen enclosed.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between NITS and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.
