

(on website)

F.No.11-23/2017-NCW(A) – Tender - Horticulture
National Commission For Women
Plot No.21 Jasola Institutional Area
New Delhi-110025.

Sub: Tender for Horticulture (Gardening Maintenance) Services

A. INTRODUCTION

The National Commission for Women was constituted as per the National Commission for Women Act, 1990 and has been functioning as per the mandates bestowed on it by the NCW Act, 1990 under the aegis of Ministry of Women and Child Development.

Sealed composite Bid are invited in the prescribed format superscripted with **“Tender for Horticulture (Gardening Maintenance) Services – 2017”** at the following address:

The Deputy Secretary
National Commission for Women
Plot No. 21 Jasola Institutional Area
New Delhi 110025.

IMPORTANT DATES

- | | |
|-----------------------------------|------------------------|
| 1. Date of Pre-Bid meeting | : 25.04.2017 (3.00 pm) |
| 2. Last date of Tender Submission | : 28.04.2017 (3.00 pm) |
| 3. Date of Tender Opening | : 28.04.2017 (5.00 pm) |


(V.V.B. Raju) 7/4/2017
Deputy Secretary

B. TECHNICAL QUALIFICATIONS

1. The bidder should have 03 years or more experience in the profession of providing Horticulture (Gardening Maintenance) Contract Services to the Government Organizations/Public Sector and/or other commercial organizations.
2. The bidder should have Service Tax Registration No. or PAN or TIN Number.
3. The bidders should have Registration No. under the EPF Act 1952 and Registration No. under the ESI Act and must hold a labour license from the competent authority.
4. The bidder shall submit an EMD of **Rs. 10,000/- (Rupees Ten Thousand only)** in the form of DD/Pay Order and should be issued in the favour of PAO, National Commission for Women, payable at Delhi/New Delhi.

In deciding upon the short listing of the bidders, the great emphasis will be put on the Ability, Reputation, and Experience of providing services, financial standing, technical competency to provide professional services.

C. PRE-BID MEETING

To brief the bidders and to solve their queries/site visit, a meeting is scheduled on, **25th April 2017 at 3.00 pm** in the office of the Commission. For the visit, **Shri Bansi lal** may be contacted on phone no. 26944805 & Mobile No. 9811968685 for necessary assistance.

D. LAST DATE FOR SUBMISSION OF TENDER:

Last date for submission of tender is by **28.04.2017 at 3.00 pm**.

E. OPENING OF TENDER:

The Bids will be opened same day **at 4.00 pm** in the presence of the bidders who wish to remain present. The Bidders attending the event should carry letter of authority from their firms/agencies.

The Commission reserves the right to select or reject any bid without assigning any reason thereof. The DD or EMD amount submitted along with this Tender of all unsuccessful bidders shall be returned immediately after awarding the contract to a successful bidder.


(V.V.B. Raju) 27/4/2017
Deputy Secretary

FORMAT FOR COMPOSITE BID – For Horticulture (Gardening Maintenance) Services

From:

.....

To,

Deputy Secretary
 National Commission for Women
 Plot No. 21 Jasola Institutional Area
 New Delhi 110025.

Details E.M.D. Rs. 10,000/- (Rupees Ten Thousand only)

Draft No.....Issuing

Bank.....Date.....

Sl. No.	Particulars	Details to be filled in by Agency/Firm
1.	Name of the Agency/Contact Person	
2.	Regd. Office/Business Address of the Agency	
3.	Date of incorporation of the Firm. State whether it is Partnership/or Proprietorship (attached a copy for proof)	
4.	PAN or TIN No. of the Agency as applicable (Attach a copy as a proof)	
5.	Whether the agency has minimum 3 years experience in providing Horticulture (Gardening Maintenance) Contract Services (Attach a copy of work orders)	
6.	Number of Manpower working with the Agency	

Declaration:

1. I/we agree that the decision of NCW in selection of Bidders will be final and binding to me/us.
2. I/we agree that we have no objection if inquiries are made about our works, its related areas and any other inquiry regarding all contracts listed by us in the bid.
3. All the information and data furnished herewith are true and correct to the best of my/our knowledge & belief.

Date:**Place:**

**(Name, Designation and Signature
 With Seal of the Company/Agency)**

Price Bid-For Horticulture (Gardening Maintenance) Contract Services

Sl. No.	SPECIFICATION:
1.	The work should be started immediately from the date specified in the work order
2.	Salary Payment to workers should be made as per basic rate of wages under skilled and un skilled category as fixed by the Central Labour Commissioner, Ministry of Labour & Employment, Govt. of India from time to time, in the presence of NCW representative with issuance of salary slips.

FINANCIAL/PRICE BID (Horticulture Services)
(Financial Bid should be kept in a separate sealed cover) – To be filled in ink

Name of the Firm/Agency:.....

SCHEDULE OF QUANTITIES
(All quotes are to be filled in both in Figures & Words)

Sl. No.	Description of works	Heads of costing	Unit	Total Amount (in Rupees) Both in Nos. and Words)
1.	The job contract includes the following maintenance works with materials, equipment, labour and consumables: a. Watering b. Cutting and trimming c. Landscaping d. Organic manure Mixture e. Medicine Spray f. Weeding out the undesired grass and dry plants Removal of such weeds at a directed place, and Bidder has to keep compulsory 01 Gardener available on all days of the month including Sundays & holidays with wages to be paid as per Central Minimum Wages Act). Total Area : for which price has to be quoted.	Salary (As per Central Minimum Wages Act)	Per Month	
		Employer PF, ESIC contribution & PF Admin Charge & any other applicable charges	Per Month	
		Materials cost	Per Month	
		All kinds of tax liability on above items, i.e Service Tax, VAT. Etc.	Per Month	
2.	Total Cost		Per Month	

Declaration

I(Name & Designation) S/o.....resident ofdo hereby declare as under:

1. That I am the authorized person to sign this tender form.
2. That the applicant has read & understood all terms & conditions and the same are acceptable to the applicant.

3. That all the information submitted herein is true and nothing material has been concealed.
4. That the applicant shall submit any evidence or document as requested by NCW.
5. That the applicant undertakes to render NCW free from all and any kind of Liability and consequences resulting out of this present agreement.

Date:
Place :

Signature:
Name:
Designation:
Common seal

INSTRUCTIONS FOR FILLING/SUBMITTING TENDERS

- (a) The tender should be submitted only in the prescribed tender schedule form given in Annexure-I and II.
- (b) The Tenderer should study all the Tender Documents carefully and understand the Tender Contract Conditions, Specifications etc., before quoting the rate. If there are any doubts, they should get clarification during **pre-bid meeting** but this shall not be a justification for submission of late tender or extension of opening date.
Tender should be strictly in accordance with Specifications and Tender Documents.
- (c) The Tenderer should visit the site and acquaint himself with the site conditions before quoting the price. He is also expected to know about the availability of water supply, electricity supply, approach road, and any other ancillary facilities since these are to be provided/arranged by him (unless otherwise specified) at his cost to execute the works. All the above factors must be taken into account in the rates quoted.
- (d) The Tenderer should quote his rates for all items in the tender schedule. All the rates given in the Tender Schedule should be expressed both in figures and words and where there is a difference between the two, the rates given in words will be taken as authentic. Also, if any discrepancy between unit rate and amount are found, Unit rate will be considered as the correct one.
- (e) All entries in tender documents should be in ink and all corrections should be attested under full signature of the contractor. Corrections wherever necessary should be made by scoring the wrong words/figures by drawing a line across them and attesting these with the full signature of the contractor. These shall not be erased or overwritten. Every page of the Tender documents shall be signed by the Tenderer at the end of last entry thereon.
- (f) All Tenders should be submitted in a sealed cover boldly super-scribed- **Tender Ref. Number & Tender for Horticulture (Gardening Maintenance) Services 2017** and shall be sent by Registered/Speed Post or Courier so as to reach the concerned authority as laid out in the tender form before the closing date and time or dropped in the tender box kept in the concerned authority's office before closing date & time with the permission of the concerned authority.

Date:
Place :

Signature:
Name:
Designation:
Common seal

A. TERMS & CONDITIONS

1. DEPLOYMENT OF STAFF

Horticulture (Garden Maintenance) Contractor shall compulsorily engage 01 gardener for Horticulture (Garden Maintenance) services so as to meet the contractual obligations as outlined below in consultation with NCW Officer-in-charge so as to ensure that jobs are carried out effectively.

2. WAGES OF STAFF

(a) Horticulture (Garden Maintenance) Contractor shall pay minimum wages to all workmen as per the Central Government Minimum Wages Act (as amended from time to time). Agency must be aware that minimum wages are revised on every six months generally in the month of **April and October**. If there shall be any upward revision in the minimum wages during the contract period occurred, agency shall make the payments to staff accordingly and NCW shall pay the differential amount (**Revised Wage Rate – Wage at the time of quotation = Differential Amount**) to the agency on the production of bill in subsequent month.

(b) Contractor shall compulsorily issue the salary slips to all employees every month with complete details of wages being paid.

© Contractor shall also ensure that each and every coverable employee is covered under the provisions of ESI Act 1948 and EPF Act 1952.

3. COMPLIANCE OF STATUTORY NORMS

(a) The contractor shall have his own set-up including registration under the relevant laws governing to the type of work he is to perform.

(b) The contractor shall abide by all the rules and regulations of the labour laws and rules framed there under and maintain all the registers required under the above mentioned Act, Rules and regulations, including the Contract Labour (Regulation and Abolition) Act, 1970.

(c) The contractor shall be wholly responsible for the payment of minimum wages to the staff. As and when the minimum wage rate is changed by the Central Government, the contractor shall have to pay the revised rate to his workers as on that date.

(d) The contractor shall be liable to comply with the Employees' State Insurance (ESI) Act, 1948 and Employees' Provident Fund (EPF) and Miscellaneous Act, 1952.

(e) The contractor shall be liable to deduct the employees' contribution of EPF and ESI and deposit the same along with the his part of the contribution of EPF and ESI to the respective authorities within the statutory periods and shall provide a signed copy of the deposit challan to the institute within one week of depositing the same to the respective authorities. The service provider shall regularly maintain proper record in this regard, which can be inspected by the appropriate authority of the Commission at any time.

- (f) The contractor shall pay wages directly to the workmen without any intervention of any labour contractor. The contractor shall also ensure that no amount by way of commission or otherwise is deducted from the wages of the workmen.
- (g) The contractor shall be solely responsible with regard to the supervision, salary/wages, and service conditions in respect of his employees/workmen, which shall be fair and in no case be less than the wages prescribed by the Central Labour Commissioner under the Minimum Wages act as in force from time to time.
- (h) All employees of the contractor shall carry Employment/Identity Cards issued by the contractor at all times, in terms of Rule 76 of the Contract Labour (Regulation and Abolition) Central Rules, 1971.

4. PAYMENT OF DIFFERENTIAL AMOUNT

- (a) Generally, Central Labour Commissioner, Ministry of Labour and employment, Government of India revises the minimum wages upwardly twice in a year (April and October). If it occurs, contractor shall make the increased payments to staff accordingly with arrears and they will claim reimbursement of differential amount (**Revised Wage Rate –Wage at the time of quotation = Differential Amount**) from NCW in the subsequent month bills.
- (b) After the upward revision in the minimum wages, it may also impact the Employer PF & ESIC contribution, PF Admin Charges and Service Tax (Currently @ 12.36) liability. If it happens too, NCW shall pay the differential amounts towards under these heads.

5. COMPONENTS OF PRICE

Tenderer shall quote the price for the maintenance of horticulture services; in such a manner that should cover following components for the entire contract period (one year) with cost escalation of the material has to be used:

- (a) Salary of staff As per Central Minimum Wages Act
- (b) Profit margin or contractor
- (c) Materials cost
- (d) Employer contribution towards PF, ESIC, PF admin Charge, Service Tax, etc.

6. MOBILIZATION MONEY

NCW shall not pay any mobilization advance for the Contract.

7. VALIDITY OF QUOTED RATE

- (a) Rates quoted by the tenderer shall be valid for a period of 3 months from the date of Opening of the tender for acceptance by NCW. Once the rates are accepted, that will be valid for throughout the contract period.
- (b) If the Tenderer fails to accept the work order, if placed at his originally quoted rates, or subsequently negotiated rates, as the case may be, the Earnest Money shall be forfeited.

(c) Once the quotation is accepted and the Work Order placed on the successful tenderer, the rates shall be valid for the entire contract period (one year).

8. TERM OF CONTRACT

The contract shall be initially valid for the period of one year from the date of the contract. NCW will evaluate and examine the performance of services of the Agency. If the services are found satisfactory, NCW reserves the right to extend the contract for another one year on the same rates, terms & conditions or the terms as may be mutually agreed.

9. TERMS OF PAYMENT

The following terms of payment shall apply:

- (a) NCW will not pay any mobilization advance for the contract.
- (b) On Account bills will be paid based on monthly basis as assessed by NCW taking into consideration the work for the previous month.
- (c) Any non-performance, damages/theft caused by workmen of contractors shall be recovered from the monthly bills of the contractor.
- (d) Rates quoted should be inclusive of all taxes VAT/Sales Tax etc.
- (e) Statutory Tax like Service Tax if applicable shall be quoted separately in the price bid and it will be paid accordingly provided agency/contractor provide documentary evidence of having duly paid the tax.
- (f) Your bills/works will have to be certified for satisfactory performance, by the concern Officer-in-charge.

10. EARNEST MONEY DEPOSIT(EMD):-

Earnest Money Deposit (EMD): The bidder shall furnish an amount of Rs.10,000/- (Rupees Ten thousand only) by way of Demand Draft drawn in favor of "PAO, National Commission for Women payable at Delhi/New Delhi" or FDR's or Bank Guarantee from a Commercial Bank with validity of 45 days beyond from date of final bid. The EMD of the unsuccessful bidder will be returned subsequent to the award of the contract to the successful bidder. The EMD of the successful bidder will be returned on submission of performance guarantee.

11. SECURITY DEPOSIT:

The selected Agency will have to deposit a Performance Security 10% (Ten percent) of the contract value within 15 days of the receipt of the formal order/signing of agreement. The performance security will be furnished in the form of the Account Payee Demand Draft drawn in favour of PAO, National Commission for Women or Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of Service Provider Company but hypothecated to the National Commission for Women or Bank Guarantee from a Commercial Bank. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the agency.

12. PAYMENT OF BILLS

(a) The payment to agency shall be made strictly on satisfactory work and on the basis of daily attendance of the gardener.

(b) The agency must submit the proofs of payments towards PF, ESIC and Service Tax dues of previous month for claiming subsequent month's payment.

(c) Payment against the bills of flower plants, seedlings, etc. Shall be made after the verification of accomplished jobs by officer in-charge.

13. SPECIAL INSTRUCTIONS

(a) If the Bidder fails to accept the work order issued at the rates originally quoted by him or at the rates negotiated subsequently, as the case may be, the Earnest Money shall be forfeited.

(b) While executing the work the contractors have to ensure that no inconvenience whatsoever is caused to the office premises functioning in the premises.

(c) Adequate number of safety measures including first aid boxes, must be provided on the site by the contractor.

(d) The Price Bid shall be unconditional. The conditional tender shall be rejected.

(e) The contractor shall abide by rules and regulations, by laws and statutes etc. Imposed by the Government/Semi Government and other local authorities such as municipality etc. for execution of his job.

(f) Any damage caused to the existing facilities while carrying out the work shall be made good by the contractor at his own risk and cost to the entire satisfaction of NCW.

(g) Successful contractor will comply with the provisions of all current labour laws during the progress of the work. The contractor shall obtain all the permission as per the provisions of labour laws and display the same at the premises if applicable.

14. SCOPE OF WORK & SERVICE

The scope of works includes:

(a) Day to day Watering for all plants/garden/lawns.

(b) Weeding out of grass & other unwanted bushes at regular intervals in the office premises.

(c) Day to day cleaning such as removal of debris, Stones, Foilage leaves, broken Branches etc.

(d) Pruning to be done as and when required by Officer-in-Charge-NCW/discretion authorize person.

(e) Well decomposed farm yard manure application for all vegetarian bimonthly.

(f) Replacement of dead/damaged plants, attending the patch works in the office premise.

(g) Maintaining the overall aesthetics of the landscape and supervision of labour involved in activities and maintenance.

- (h) Safety of all permanent irrigation system and its accessories shall be the contractor's responsibility. If damaged/mutilated during the period, the same need to be replaced with similar or equivalent ISI approved material/parts. Any delay caused in replacing and thereby harm to the plants shall be worked out accordingly and 200% damage liability shall be levied on the contractor.
- (i) The Contractor shall have the following equipments, implements, accessories at their disposal available at site during the entire maintenance period.

i. Pick axe	ix. Wheel barrow
ii. Spade	x. House pipe
iii. Crow bar	xi. Adjustable water spray guns
iv. Gudli	xii. Hard brooms
v. Cane baskets	xiii. Rain Coats
vi. Iron pan	xiv. Secateurs
vii. Khurpis	xv. Garden shears
viii. Water cans	Sprayer-9L capacity
- (j) The contractor shall employ the Gardner during the entire Garden maintenance period. Their attendance is compulsorily on full time basis.
- (k) Gardeners shall be presentable, healthy and available at site for inspection during working hours.
- (l) In case necessity, shift duty shall be imposed anytime during the garden maintenance period for which the contractor shall not be paid anything extra.
- (m) Proper manpower supervision, keeping log notes, apprising the officer-in-charge about maintenance activities on a regular-basis are to be strictly followed.
- (n) The Contractor shall compulsorily issue the identity cards to staff at their own cost.

15. LOCATION WORKS

NCW premises which will include materials, equipment, plants and seeds in the areas.

16. CONTRACTOR HAS TO FOLLOW THE FOLLOWING MAINTENANCE SCHEDULE:

- (a) Day to day watering for all plants/gardens/lawns.
- (b) Weeding out of grass & other unwanted bushes at regular intervals in the campus.
- (c) Pest control to be done once in 3 weeks/as and when required.
- (d) Mowing of the premises i.e once in 15 days.
- (e) Day to day cleaning such as removal of debris, stones, foliage, leaves, broken branches etc. From the garden and surrounding area of the campus.
- (f) Pruning to be done as and when required – as per discretion of in-charge of NCW.
- (g) Farm Yard manure application for all vegetation bimonthly.
- (h) Replacement of dead/damaged plants, attending the patch works in the lawn/meadow.

- (i) Maintaining the overall aesthetics of the landscape and supervision of activities and maintenance.

The Institute will not be supplying any materials except electricity and water at site.

17. RIGHT TO DISTRIBUTE WORK

NCW reserves all right to divide and distribute the tender items to more than one agency delete any item or operate items quoted as rate only.

18. SECURITY & SAFETY NORMS

The Contractor shall follow strictly the norms of security and safety while working on the premises of NCW. All safety norms for interior and electrical works have to be followed as applicable.

19. ELECTRIC & WATER SUPPLY

NCW shall provide power and water supply free of cost of required for the works at one point in the proximity of the site.

20. OFFICE/STORES ON THE SITE

The Contractor shall make his own provision for all necessary storage with adequate security on the site in a specified area for all materials, which is likely to deteriorate by the action of the sun, rain or other material causes due to exposure, in such a manner that such materials, tools, etc, shall be duly protected from damage by weather or any other cause. All such stores shall be cleared away and the ground left in good and proper order on completion of this Contract unless otherwise expressly mentioned therein.

21. DEDUCTIONS

If contractor fails to render the above services to the satisfaction of the Officer-in-charge on any particular day for any reason during the contract period, appropriate deductions shall be made from their bills. Appropriate deductions as decided by the Officer-in-charge shall also be made for ineffective/incomplete services.

22. PERIOD OF CONTRACT

Initially One Year from the date of contract and which can be extended further by 1 year on agreed terms and conditions.

23. TIME OF MOBILIZATION

The work covered by this contract shall have to commence within 15(Fifteen) days after the receipt of communication in the form of a letter/fax message.

24. SUB-LETTING OF WORKS

No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or whosoever.

25. TERMINATION OF CONTRACT

The Commission shall at any time be entitled to determine and terminate the contract for any reason including unsatisfactory performance or violation of Minimum Wages Act or of any of the other terms and conditions of the contract. A notice in writing from the Commission to the contractor shall be issued giving 30 (Thirty) days time for such termination and vacation of the premises, without assigning any reasons thereof. If all or part of the contract is terminated in accordance with the provisions contained above, the Commission shall pay to the contractor charge up to the

effective date of termination. However, the termination of the contract shall not relieve the contractor of any of his obligations imposed by the contract with respect to the work performed by them prior to such termination.

26. Penalty Clause

Any deviation in the material quality & quantity quoted will invoke penalty as decided by the competent authority. For proper maintenance, suitable material which are environment friendly, not harmful to human and government property should be used.

Settlement of dispute

27. Any dispute arising in the matter shall be resolved through an arbitrator to be nominated by the competent authority in NCW.
28. Jurisdiction for legal disputes, if any, arising during the period of the contract will be in Delhi Court only.
29. NCW reserves the right to amend any of the terms and conditions contained in the Tender Documents or reject any or all applications (offers) without giving any notice or assigning any reason thereof. The decision of the competent authority in this regard will be final and binding.

Date:
Place :

Signature:
Name:
Designation:
Common seal