

TENDER NOTICE FOR PROVIDING HORTICULTURE SERVICES
AT
IIITDM, KANCHEEPURAM



Indian Institute of Information Technology,
Design and Manufacturing, Kancheepuram
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Instruction to Bidders

Tender Document for “Horticulture Services”

1.	Work	Horticulture Services at IITDM, Kancheepuram (Scope of work is provided at Annexure I)
2.	Tender Enquiry No	IITDM/2017-18/Estate/Horticulture /01
3.	Eligibility Criteria	The contracting agency/firm/company should have carried out similar Horticulture work at Central / State govt. educational Institutions or offices or large industrial or commercial establishment with at least one work of Rs 15,00,000./- per annum or above (OR) two similar works each of Rs7,00,000/-per annum on or after 01.01.2014. The copies of relevant work order(s) needs to be enclosed as a proof without fail. Failure to meet the eligibility conditions will make the tender liable for rejection.
4.	EMD	The tenderer shall deposit an Earnest Money Deposit of Rs. 46,000/- by way of Demand Draft / Bank Guarantee. The DD /pay order may be drawn in favour of “The Registrar, IITDM Kancheepuram” (on any Nationalized Banks payable at Chennai), which will be refunded in respect of unsuccessful tenderer. THE EMD SHOULD BE PLACED IN THE TECHNICAL BID COVER ONLY.
5.	Submission of offer	Two bid system will be followed in this tender. Under this system, the bidder must submit Technical bid and commercial bid in two separate sealed envelopes. Format of Technical bid and Commercial bid are provided at Annexure II and III respectively. Envelopes containing Technical Bid and Commercial Bid should be securely sealed and stamped separately and clearly marked as “Envelope No:1 - Technical Bid”and Envelope No:2 –Commercial Bid” respectively. EMD should be placed in the Technical Bid. These two separate sealed envelopes should be placed in single envelope superscribing the tender Number and description of the item.
6.	Last Date for submission of Bids	Date: 18 April 2017 at Time: 1100 Hrs
7.	Opening of Technical Bid	Date:18 April 2017 at Time:1200 Hrs
8.	Selection Process	All the technical bid will be scrutinized by the evaluation committee constituted by the Registrar and firm/agency submitted all relevant documents/ meeting the eligibility criteria and secured minimum marks in the technical bid evaluation will be considered for commercial bid
9.	Opening of Commercial Bid	The shortlisted firms / agencies on the basis of the technical bid only will be invited to attend the opening of commercial bid
10.	Commencement of operation	The selected agency should commence the Horticulture Services from 01 May 2017
11.	Pre-bid Meeting	Date: 12 April 2017 at Time:11 00 Hrs

II. TERMS AND CONDITIONS OF CONTRACT

1 (a) Intending Horticulture service providers are advised to inspect and examine the site and satisfy themselves before submitting their tenders. The tenderer shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.

(b) A **pre-bid meeting is scheduled on 12 April 2017 at Time:11 00 Hrs** and interested tenderer at their own cost can attend to inspect, examine the site and seek any clarification on the scope of work.

2. Contract Period: 3 Years (renewable each year after review)

The contract is initially for a period of **ONE YEAR**, which may be renewed each year after review for a **period of total THREE YEARS** on the same terms and conditions.

3. Preparation and submission of tender document:

(a) The tenderer has to submit the tender document duly signed by an authorized person and his / her full name and status be indicated below the signature along with official stamp of the firm.

(b) A copy of each of the following shall be enclosed along with the Technical Bid as at **Annexure II**. Any tender documents without these shall be invalid and rejected.

(i) Registration Certificate.

(ii) PAN No and Income Tax return filed for F.Y.2013-14; 2014-15 and 2015-16.

(iii) Service Tax Registration No.

(iv) ESI No.

(v) PF No.

(vi) Copy of work order for meeting the eligibility criteria as at I (3) of tender document.

(c) Tender received without required EMD or lesser amount will be summarily rejected. Tenderer registered with NSIC and having a valid Registration Certificate will be exempted from payment of EMD.

(d) The tenders of the contracting agency/firm/company not in possession of valid statutory license / registrations are liable for rejections.

(e) If any relative of the tenderer is an employee of the IITDM Kancheepuram, the name, designation and relationship of such employee shall be intimated to the Registrar, IITDM Kancheepuram in writing while submitting the tender.

(f) The tender submitted by the firm / agency shall remain valid for 90 days from the date of opening for the purpose of acceptance and award of work. Validity beyond 90 days from the date of opening shall be by mutual consent.

4. No tenderer will be allowed to withdraw after submission of tenders within the bid

validity period otherwise the EMD submitted by the tenderer would stand forfeited.

5. EMD will be liable to be forfeited if the tenderer selected for the work fails to accept and sign the formal agreement or to start the work on the date stipulated in the work order.

6. Selection Criteria:-

The firm which Quotes technically qualified and the lowest overall rate (including taxes etc) shall be awarded the contract. In case 2 firms quotes the same rate, the firm which has got more experience in the relevant field shall be awarded the contract. The decision of the Tender Committee in this regard shall be final. It is also stated that the Bids which quotes the amount of service charges of the firm as NIL shall be treated as unresponsive and will not be considered.

7. Execution of Contract and Security Deposit:

A formal contract given at **Annexure IV** shall be entered into with successful tenderer on a non judicial stamp paper of Rs100/-. The tenderer shall also deposit an amount equal to one month of the annual value of contract (after adjusting the EMD) as Security Deposit in the form of Demand Draft / Bank Guarantee from any of the Nationalized/Scheduled Banks payable at Chennai, which would be released on expiry/termination of the contract after adjustment of dues, if any. The SD should be valid for two months beyond the duration of the contract.

8. Manpower deployment:

(a) The minimum number of employees deployed shall be commensurate to the quantum of work to be carried out. However at any point of time a minimum of thirteen employees including one supervisory staff shall be available on duty.

(b) The tenderer shall ensure that the persons deployed are punctual, disciplined and vigilant in performance of their duty. The tenderer shall engage medically and physically fit persons and they shall be duty bound to display the same at the time of providing the service. The tenderer must employ adult labour only. Employment of child labour will lead to termination of contract.

(c) All the employees shall wear uniform with identification badge issued by the Contractor.

(d) **Police Verification** of the antecedents of the persons to be engaged at IIITDM Kancheepuram shall be obtained by the tenderer in advance and made available to IIITDM Kancheepuram within **3 months** from the award of contract.

(e) The Registrar of the Institute or any person authorized by the Registrar shall be at liberty to carry out surprise check on the persons deployed by the tenderer in order to ensure that required numbers of persons are deployed and that they are providing the service properly.

(f) The persons deployed by the tenderer for the work shall be the employees of the tenderer for all intents and purposes and in no case, shall a relationship of employer and employee between the said persons and the IIITDM Kancheepuram accrue implicitly or explicitly.

(g) The persons so deployed shall remain under the control and supervision of the tenderer and he shall be liable for payment for their wages etc. and all other dues which the tenderer is liable to pay under various labour regulations and other statutory provisions.

(h) The Tenderer shall ensure that all the employees get **minimum wages [Zone A]** as per the Central Minimum Wages Act, 1948 read with Minimum Wages (Tamil Nadu)

Rules, 1953 and such other benefits as are admissible under various labour laws. He shall provide full information in respect of wages etc., paid to his employees so deployed in conformity with the provisions of contract Labour (Regulation and Abolition) Act, 1970.

(i) The Tenderer shall deploy his persons in such a way that the persons get weekly rest, the working hours/leave for which the work is taken from them, under relevant provisions of Minimum Wages Act, and such other Acts as applicable. The tenderer shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of tenderer committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation & Abolition) Act, 1970, as amended from time to time or furnishing any information, or submitting or filling any settlement under the provision of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability pay to the Registrar of the Institute a sum as may be claimed by the Institute.

(j) The Contractor shall take at his own cost, if required, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the afore-mentioned services personnel by services to be rendered.

(k) The tenderer shall maintain a “Work Schedule” of cleaning of premises and the supervisor shall verify and sign for having inspected the premises. Such schedules shall contain the name of the employee responsible for the cleanliness of that area.

(l) The tenderer shall depute a co-coordinator/supervisor who shall be responsible for interaction with IITDM Kancheepuram.

8. Payment Terms:

(a) IITDM Kancheepuram shall pay the agreed amount on production of monthly bill (in duplicate) for the amount due towards services rendered during the preceding one month. The monthly bill shall include supporting documents towards receipt of payment by the persons employed. No other charges of any kind shall be payable. No advance payment shall be made to the agency. There would be no increase in rates payable to the agency during the contract period except in case of enhancement of Minimum wages by the central Govt. The income-tax as applicable shall be deducted from the bill unless exempted by the Income-Tax Department.

(b) The tenderer shall also submit the proof of having deposited the amount on account of ESI and EPF towards the persons deployed in their respective names before submitting the bill to the institute. In case, the tenderer fails to do so, the Institute shall recover the same from the dues of the contractor and remit the contribution directly to the concerned authorities in the codes of the contractor. Further necessary action as deemed fit will be taken against the contractor.

9. Compliance:

(a) The tenderer shall provide the services continuously as per the award of contract period. In case of discontinuation of services by the contractor in the middle of the period or non- satisfactory services, breach of any terms and conditions of the contract, non-compliance of the orders of competent authority, etc. the contractor shall be liable for necessary legal action and the contracting agency/firm/company shall also forfeit their performance security deposit.

(b) The tenderer shall not be allowed to transfer, assign, pledge or sub-contract its rights

and liabilities under this contract to any other agency without prior written consent of IITDM Kancheepuram.

(c) Any damages to the infrastructure facilities or the property of the Institute by the personnel of the tenderer, they shall bear the responsibility of losses and shall replace the same on its own expenses/reimburse the full cost of the same.

(d) In case, the workers employed by the tenderer commits any act of omission /commission that amounts to misconduct/ indiscipline/ incompetence, the tenderer shall be liable to take appropriate disciplinary action against such workers, including their removal from site of work, if required by IITDM Kancheepuram.

(e) The successful tenderer shall replace immediately any of its workers who are found unacceptable to the IITDM Kancheepuram because of security risks, incompetence, conflict of interest, improper conduct etc, upon receiving necessary orders from the competent officer of IITDM Kancheepuram.

(f) The successful tenderer shall be solely responsible for the redressal of grievances / resolution of disputes relating to workers engaged by them. IITDM Kancheepuram shall, in no way, be responsible for settlement of such issues whatsoever.

(g) For all intents and purposes, the successful tenderer shall be the “Employer” within the meaning of different Labour Legislations in respect of workers so employed and engaged at IITDM Kancheepuram under this contract. The workers deployed by the agency at IITDM Kancheepuram shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against IITDM Kancheepuram.

(h) IITDM Kancheepuram shall not be responsible for any damages, losses, theft, claims, financial or other injury to any workers deployed by the tenderer in the course of their performing the functions/ duties, or for payment towards any compensation.

(i) The workers deployed by the tenderer shall not claim nor shall be entitled for pay, perks and other facilities from IITDM Kancheepuram admissible to casual, adhoc, regular/ confirmed employees during or after expiry of the contract period.

(j) In case of termination of this contract on its expiry or otherwise, the workers engaged by the tenderer shall not be entitled to and shall have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in IITDM Kancheepuram.

10. Compliance of Statutory Provisions

(a) The tenderer shall maintain all statutory registers under the applicable Law. The tenderer shall also produce the same, on demand, to the concerned authority of IITDM Kancheepuram or any other authority under Law.

(b) In case, the tenderer fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IITDM Kancheepuram is put to any loss / obligation, monetary or otherwise, IITDM Kancheepuram shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

11. Right of IITDM Kancheepuram

(a) The Registrar, IITDM Kancheepuram reserves right to withdraw / relax any of the

terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

(b) The Registrar, IIITDM Kancheepuram reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and his decision shall be final and binding on the Tenderer.

(c) The Registrar, IIITDM Kancheepuram reserves the right to terminate the contact at any time without assigning any reasons by giving a one month notice to the contracting agency/firm/company.

(d) IIITDM Kancheepuram reserves the right to suitably increase / reduce the scope of work put to this tender.

12. Breach of Terms and Conditions:

(a) Quality of Horticulture service is the essence of contract. If the quality of Horticulture remains poor for a period of 15 days in spite of communication from IIITDM Kancheepuram, the contract may be terminated at the discretion of Competent Authority.

(b) In case of breach of any terms and conditions as mentioned above, the Competent Authority shall have the right to cancel the work order / job without assigning any reason thereof and nothing shall be payable by IIITDM Kancheepuram in that event the security deposit shall also stands forfeited.

13. Dispute Settlement:

(a) It is mutually agreed that all differences and disputes arising out of or in connection with this agreements shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Registrar, IIITDM Kancheepuram whose decision shall be final and binding on both the parties.

(b) It is also agreed that in case of any disagreements / disputes in connection with the contract, the same shall be settled under the Court of Law within its jurisdiction in the District of Kancheepuram. The resultant contract will be interpreted under Indian Laws.

(c) In case of any ambiguity in the interpretation of any of the clauses in Tender document or the contract document, interpretation of the clauses by the IIITDM Kancheepuram shall be final and bindings on all parties.


Registrar

IIITDM Kancheepuram

III. SCOPE OF WORK- HORTICULTURE SERVICES**1. Scope of Work Area**

(a)	Lawns	4 acre. (Approx..)
(b)	Shrubs	1463. (Approx..)
(c)	Nursery	100 sq. mtr. (Approx..)
(d)	Hedges	10507 running mtr. (Approx..)
(e)	Potted Plants	600 Nos. (Approx..)
(f)	Trees	1500 Nos. (Approx..)

The areas and measurements described above the approximate. The tenderer should inspect the entire garden area, make himself fully conversant with the scope and quote the rate accordingly.

2. Duties and Responsibilities

- (a) The tenderer shall maintain existing garden area in which lawns, Hedge and shrubs are planted.
- (b) The maintenance of garden includes watering the lawns, potted plants, Hedge, Shrubs etc. cutting the grass in the lawns, pruning of shrubs, cutting of the unwanted branches of trees, bushes etc.
- (c) The tenderer shall have to maintain the existing plants in pots and multiply the same by using the available material by using its expertise.
- (d) Day to day cleaning such as removal of debris, Stones, Foliage leaves, broken branches etc.
- (e) Well decomposed farm yard manure application for all vegetation bimonthly.
- (f) Replacement of dead/damaged plants, attending the patch works in the lawn.
- (g) Maintaining the overall aesthetics of the landscape and supervision of skilled labor involved in landscape activities and maintenance.
- (h) The contractor shall employ the following technical/skilled staff during the entire Garden maintenance period. Their attendance is compulsorily on full time basis.

No. of skilled gardener (Garden Supervisor)	01
No. of garden Labour	12

- (i) Gardeners/helpers shall be presentable, healthy and available at site for inspection during working hours.
- (j) In case necessity, shift duty shall be imposed anytime during the garden maintenance period for which the contractor shall not be paid anything extra.
- (k) Proper manpower supervision, keeping log-notes, apprising the officer-in-charge about maintenance activities on a regular-basis are to be strictly followed.

- (l) The Contractor shall compulsorily issue the Identity cards to staff at their own cost.
- (m) The contractor shall not only maintain the existing garden area but also develop and maintain additional area as per the requirement/direction/instruction of the authority concerned of the Institute.
- (n) Cleaning of all the gardens in residential area whenever instructed.
- (o) The Contractor shall have the following equipments, implements, accessories at their disposal available at site during the entire maintenance period.

Sl No	Item	Qty
(i)	Pick axe	02
(ii)	Spade	05
(iii)	Crow bar	04
(iv)	Cane baskets	05
(v)	Iron pan	05
(vi)	Khurpis	10
(vii)	Water cans	05
(viii)	Wheel barrow	02
	Flexible Hose pipe (50 meters set ¾ inch)	05
(ix)		
(x)	Sprayer-9L	01

Sl No	Item	Qty
	capacity	
(xi)	Mechanical Bush Cutter	01
(xii)	Mechanical Tree cutter Saw	01
(xiii)	Scissors (Small)	03
(xiv)	Scissors (big)	03
	Water pots (plastic)	05
(xv)		
(xvi)	Lawn Mover	01

- (p) Requirement of consumables

Consumables per month	Qty	Unit
Supply of Urea	100	Kg
Supply of DAP	50	Kg
Supply of decomposed cow dung	10	Tractors per annum
Supply of Neem Cake	50	Kg
Supply of Vermi compost	50	Kg
Supply of pesticide	20	liters

- (q) The list of tools and consumable are indicative only. However exact bill be raised for utilized consumables only. Tenderer needs to increase / decrease manpower / tools or consumables on demand from Institute.

**Indian Institute of Information Technology Design and Manufacturing Kancheepuram
TECHNICAL BID**

SI No	Particulars	Details
1.	Name and address of the registered office of the agency/firm	
2.	Name of Owner/partner with contact number, address	
3.	Registration Details (attach Photocopy of documents)	
	a. Registration Number	
	b. Horticulture License Number	
	c. PAN Number	
	d. Service Tax Registration No.	
	e. ESI Number	
	f. PF Number	
4.	List of Institutes/Offices where the firm is providing/provided Horticulture services (enclose copy of order)	
5.	Copy of Income tax Return (for the last 3 years)	
6.	Any other information	

Certified that the information furnished above is true and correct and have enclosed all the documents for support of the same. We further understand that non-furnishing of documents and/or submission of false information/documents will make us liable for rejection.

Place :
Date:

Signature of the Tenderer
Name of address of the tenderer with Office stamp

COMMERCIAL BID**SCHEDULE OF RATES**

Name of the work: Horticulture Services work at IITD&M Kancheepuram

Sl.No	Description of item	Qty	Unit	Rate per month	Total amount for 12 Months
1	Head Mali/supervisor	1	nos		
2	Garden Labour	12	nos		
Consumables					
1	Supply of Urea	100	Kg		
2	Supply of DAP	50	Kg		
3	Supply of decomposed cow dung	01	Tractor		
4	Supply of Neem Cake	50	Kg		
5	Supply of Vermi compost	50	Kg		
6	Supply of pesticide	20	liters		
	Total				
	Sub Total				

Note:

(i) The Tenderer shall ensure that all the employees get **minimum wages [Zone A]** as per the Central Minimum Wages Act, 1948 read with Minimum Wages (Tamil Nadu) Rules, 1953 and such other benefits as are admissible under various labour laws

(ii) The Service Tax chargeable is NIL at present as per CBEC notification for service rendered for educational institutes.

Signature of the Tenderer
Name & Address of the Tenderer with Office Stamp

Place:

Date:

CONTRACT AGREEMENT

CONTRACT AGREEMENT NO. _____

This Agreement made on _____ between Indian Institute of Information Technology Design and Manufacturing through its authorized signatory The Registrar (which expression shall include its administrators, successors, executors) on the one part and M/s _____ (hereinafter referred to as contractor) which expression shall include its administrators, successors, executors and permitted assigns on the other part.

Whereas, IIITDM is desirous of getting the work of Gardening/horticulture at its campus located in Melakottaiyur Village, Off Vandalur-Kelambakkam Road, Chennai 600127 as mentioned in detailed document and has invited tenders for this work as per tender document issued for this purpose. And whereas M/s _____ had participated in the above referred bidding vide their proposal dated _____ and IIITDM accepted their aforesaid proposal and awarded the work to M/s _____ vide its award letter No. _____ dated _____ and the documents referred to therein which have been accepted by M/s _____, resulting into a contract.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER

IIITDM has awarded contract to M/s _____ herein after on the Terms and Conditions contained in acceptance letter dated _____ and the documents to therein. The award has been taken with effect as per the aforesaid award letter w.e.f. _____. The terms and expressions used in this agreement shall have the meanings as are assigned to them in the Contract Documents. Name of Documents...

1. Award letter dated _____
2. Set of tender documents and quotations submitted by the contractor.

The above contract documents are serially numbered from 1 to ___ and are initialed by both the parties through their representatives. All the aforesaid contract documents shall form an integral part of this agreement. The contract shall be performed by the contractor strictly and faithfully in accordance with the terms of the agreement. Any modification of the agreement shall be effected only by a written instrument signed by the authorized representatives of both the parties.

It is specifically agreed by and between the parties that all the differences or disputes arising out of the agreement or touching the subject matter of the agreement shall be decided by process of settlement & arbitration as per provision of the Indian Arbitration Act and Chennai shall have exclusive jurisdiction over the same.

Notice of default given by either party to the other party under the agreement shall be in writing and shall be deemed to have been duly and properly served upon the party hereto if delivered against acknowledgement duly addressed to the signatories at the addresses mentioned herein above. This is a maintenance & operation contract, which includes supply of skilled and unskilled manpower as per the conditions of the contract.

IN WITNESS HEREOF the Parties through their authorized representatives have executed these present (execution whereof has been approved by the component authorities of both the parties) on day, month and year first mentioned in Chennai.

For and on behalf of	For and on behalf of
M/s _____	Indian Institute of Information Technology, Design and Manufacturing, Kancheepuram Off Vandalur-Kelambakkam Road, Melakkottaiyur, Chennai-600127
Witness 1	Witness 1
Witness 2	Witness 2