

# 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. 300/- Only  
(Rupees Three hundred Only)

*Note : The Terms & Conditions may be read carefully and strictly  
with before submitting the Tender / Quotations:*

**INVITATION OF TENDER**

(For **HORTICULTURE SERVICES** at CCS, NIAM, Jaipur)

Note:- All communications must be addressed to the Director General by designation and should be super scribed by “**HORTICULTURE SERVICES**”)

**CCS NATIONAL INSTITUTE OF AGRICULTURAL MARKETING  
KOTA ROAD, BAMBALA, NEAR SANGANER, JAIPUR  
Phone –2795111,2795104**

Due On **6<sup>th</sup> September, 2010**

**Cost of tender Rs.300/-**

From:-

**DIRECTOR GENERAL  
CCS NATIONAL INSTITUTE OF AGRICULTURAL MARKETING  
KOTA ROAD, BAMBALA, NEAR SANGANER, JAIPUR**

To,

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

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.30,000/- (Rupees thirty 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. The tenderer is being permitted to 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. Should the tenderer fail to observe and comply with the foregoing stipulation the earnest money will be forfeited to the Institute. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him/her after he/she has applied for the same, in the manner prescribed by the Institutel.(EMD refund request form enclosed for information and ready reference, it may be noted that that this form may be printed on firm's letter head and submitted for refund)
3. 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.
4. 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).
5. The original copy of the tender is to be enclosed in double cover. The inner cover should be sealed. The outer cover should be superscribed "**HORTICULTURE SERVICES**". Tender to be hand delivered should be put in the tender box at Reception, NIAM not later than 02.30 P.M. on the last date of receipt. Tender can also be sent by Registered post/speed post/courier but, the Institute shall not be held responsible for late receipt of tenders due to postal delay or other reasons.

6. The tenderer is at liberty to be present or to authorize a representative to be present at the opening of the tender on the same day (06-09-2010) at 3.00 p.m. The name and address of the representative who would be attending the opening of the tender on your behalf should be indicated in the tender. Please also state the name and address along with telephone Nos. of your permanent representative, if any. Tender box is placed at reception, NIAM, Jaipur.
7. Acceptance by the Institute will be communicated by Speed post/registered post, telegram, express letter/fax/ e-mail or any other form of communication. Formal letter of acceptance of the tender will be forwarded as soon as possible, but the earlier instructions in the telegram/express letter / fax/e-mail etc. should be acted upon immediately.

Director General

**SCHEDULE OF TENDER**

1. Last date of receipt of tender :- **06-09-2010 at 02.30 P.M.**
2. Date of opening of tender :- **06-09-2010 at 3.00 P.M.**

The tender will remain open for acceptance upto 30 days from the date of opening of bid. The rates tendered will be valid for a minimum period of one year from the date of acceptance of the rates.

From:-

To,

**DIRECTOR GENERAL  
CCS NATIONAL INSTITUTE OF AGRICULTURAL MARKETING  
KOTA ROAD, BAMBALA, NEAR SANGANER, JAIPUR**

I/we wish to submit our tender for providing Horticulture Services at CCS, NIAM, Jaipur as per annexure II.

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.

Signature with seal\_\_\_\_\_

Name and address of the firm with phone No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **SPECIAL TERMS & CONDITIONS**

- a) The selected agency shall provide required services 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.
- b) 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.
- c) The agency shall be wholly responsible for making payment of monthly salaries and other admissible allowances to the personnel under Minimum wages act and the Institute shall in no way be responsible for meeting any kind of expenditure on salaries etc. to these personnel.
- d) The Institute shall not directly or indirectly engage any personnel of the agency during the period of contract.
- e) All the personnel deployed will perform their duty properly and as desired by Horticultural Maintenance Committee
- f) The tenderer will have to furnish particulars relating to ESI, EPF, Registration under Contract Act, turnover and infrastructure etc.
- g) The agency shall furnish experience of performing job contract of horticultural services in reputed Govt/ Semi Govt building and organizations.
- h) 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.

## **ELIGIBILITY CONDITIONS:**

### **Agency will be given preference if:-**

- a) The firm is having at least five years of experience of performing job contract in reputed Govt/Semi-Govt / Govt. undertaking/ University establishment.
- b) The firm should have a turnover of Rs. 10 Lakhs p.a. in the past three years will be preferred.
- c) The firms 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.
- d) The firms should also fulfill the statutory and welfare requirements in respect of its employees.
- e) the firm should have valid labour Contract license for current contract issued by labour commissioner.
- f) The firm must have Service Tax Registration/TIN No.
- g) The above conditions are minimum and the tendrer will have to fulfill the criteria specified at Annexure-I also.

**1. 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.

**2. MODE OF PAYMENT :** The agency will make payment to the staff on the monthly basis as per the minimum wages by the 7<sup>th</sup> 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.

**3. 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..

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

**5. 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.

**6. 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.

**7.** In case of any dispute arising, decision of the Director General will be final and binding.

**ANNEXURE-1**

**SUBMISSION OF ESSENTIAL DOCUMENTS**

Sl. No.	Documents	To be mentioned by tenderer and (Copies to be enclosed)
1	Firm Registration Certificate No.	Yes/No (at page no_____)
2	ESI Registration Certificate No of the firm	Yes/No (at page no_____)
3	EPF Registration Certificate No of the firm.	Yes/No (at page no_____)
4	Service tax registration Certificate No certificate.	Yes/No (at page no_____)
5	ESI, EPF Annual verification report of last 3 financial year.	Copies enclosed at page no_____
6	Satisfactory performance report from the organization where last worked related to similar work, timely payment of wages and deposit of saturated liabilities etc,	Copies enclosed at page no_____

**ANNEXURE-II**

**CHARTER OF DUTIES FOR HORRTICULTURE SERVICES**

Sl.No	Nature of Work
	Cutting of grass to a distance of 5 meters (including footpath) in the institute's premises (main road, colony road, interior roads in the residential area and near guest house)
2	Pruning of shrubs and hedges <ul style="list-style-type: none"><li>• Trees</li><li>• Hedges</li><li>• Roses, Bougainvillea, Acalypha, Ficus, Savannia, Hibiscus etc</li></ul>
3.	Preparation of basins/ earthing up
4.	Supply of good quality and well rotten manure
5.	Applications of manures to the plants
6.	Supply of water through water tankers
7.	Watering charges
8.	Maintenance of lawns (Weeding/watering/mowing)
9.	Carrying out miscellaneous work which includes uprooting of unwanted plants like subabul, scraping of the grass from the main road, preparation of flowerbeds, lining of lawns and flowerbeds with bricks and whitening of bricks with lime, preparation of field for the development of lawns, planting of grass, digging and removal of wild grass, etc.
10.	Collection and disposal of stones, pebbles and rubbish from the lawn/garden and from the premises of the Institute with the help of tractor trolley

Note:-

1. A professional gardener should supervise and monitor the work through out the year.
2. At least 2 Nos. Skilled Gardner's are required to carry out day to day work as indicated above.
3. At least 8 Nos. unskilled Gardner's are required to carry out day to day work as indicated above.
4. All the work should be carried out throughout the year.
5. Agency will provide uniform and identity card to their workers at their cost institute will not pay any washing allowance separately, rates may be quoted accordingly

**GENERAL INFORMATIONS AND OTHER TERMS & CONDITIONS**  
**OF THE CONTRACT**

1. CCS NIAM holds the discretion to terminate the contract for any reason whatsoever on giving at least one calendar month's written notice.
  - a) If the contractor fails or neglects to render the said service or any of them to the satisfaction of Institute or if the contractor commits breach of any of its obligation hereunder and / or
  - b) If the business of the contractor is wound up, dissolved or if any receiver is appointed or attachment is levied in respect of any of the properties and assets.
2. Tenders should be on the specified form(non-transferable) which may be obtained from the Accounts section from 9.30 A.M. to 02.00 P.M. up to **6<sup>th</sup> September, 2010** (Up to 2.00 P.M.) on submission of demand draft drawn in favour of DG NIAM, payable at Jaipur for Rs.300/- (non-refundable) or in cash.
3. Tenders should be submitted in double, sealed covers, super scribed with **TENDER FOR ANNUAL JOB CONTRACT FOR Horticulture SERVICES DUE ON 6<sup>th</sup> September, 2010** ( written both in the inner and outer envelopes). The last date of the receipt of the duly filled tender is at 02.30 P.M. on **6<sup>th</sup> September, 2010** and it will be opened at 3.00 PM. on the same day in the presence of tenderers, if any. Tenders should be dropped in the tender box before closing date & time indicated. In case tenders are sent by post, these should be addressed to **Director General, CCS, NIAM, Jaipur** Tenderers are to ensure that they post/dispatch the tender well in advance so as to reach before closing time and the date indicated. This Institute will not be responsible for any postal delay.
4. The Earnest Money Deposit (EMD) may be deposited through demand draft drawn in favor of DG NIAM, Jaipur payable at Jaipur should accompany the tender. **Tenders received without earnest money deposit will be invalid and shall not be considered.**
5. The CCS NIAM does not bind itself to accept the lowest or any other tender and reserves the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted.
6. Canvassing in any form is prohibited and the tenders submitted by the contractor who resorts to canvassing are liable for rejection.

7. The contractor shall declare in writing if he is related to any officer/employee of the CCS NIAM Jaipur with details of relationship thereof along with the tender.
8. Tenders submitted should remain valid for 30 days from the date of opening.
9. The tenderer should write rates both in figures & words, cutting/overwriting should be avoided.
10. 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.
11. Earnest money will be forfeited if the contractor fails to commence the work as per letter of award of contract.
12. Except writing rates, the tenderer should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tender.
13. Incomplete or vague tenders will be rejected. There should be no cutting and overwriting. The cutting, if any, should be duly attested. Unattested amended /overwritten figures will not be considered.
14. The successful tenders will have to sign the agreement on Non-judicial Stamp Paper of Rs.100/- 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
15. The contractor shall not sublet this contract or any part thereof to any other party.
16. The workers engaged by contractor will not be on payroll of the Institute (CCS NIAM) and will not be entitled to any benefit as applicable to the employee of NIAM.
17. The labour should be preferably be within the age group of 21 to 45 years.
18. 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.
19. 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.

20. 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.
21. **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.**
22. 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.
23. The Director General, CCS NIAM, Jaipur shall have absolute right to impose penalty for unsatisfactory services rendered by the contractor.
24. 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.
25. The Director General, CCS NIAM, Jaipur reserves the right to accept or reject any tender without assigning any reasons thereof.

Director General

**TENDER FOR ANNUAL JOB CONTRACT OF HORTICULTURAL SERVICES**  
**AT CCS, NIAM, Jaipur**

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From  
Full Name and address of the tenderer in  
addition to address and other relevant information  
needed for the complete Address:-

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Telephone No. (Landline & Mobile)  
Telegraphic Address

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To  
Director General,  
CCS, NIAM,  
Jaipur

Sir,

I/we have read all the particulars regarding the general information and other terms and conditions of the contract for providing Horticultural Services at CCS, NIAM, Kota Road, Bambala, Sanganer, Jaipur and agree to provide the services as detailed in schedule herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in Annexure II to this tender and I/we agree to hold this offer open till 30 days. I/ we shall be bound by a communication acceptance dispatched within the prescribed time.

2. I/we have understood the terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.

3. The following pages have been added to and form a part of this Tender\_\_\_\_\_ . The schedules I and II to accompany this tender are at page Nos.\_\_\_\_\_.

4. Every page so attached with this tender bears my signature and the official seal.

5. Pay Order/Demand Draft No.\_\_\_\_\_ of Rs.\_\_\_\_\_ drawn in favour of DG, NIAM, Jaipur and payable at Jaipur is enclosed as earnest money as required.

Signature & Seal of Tenderer with date \_\_\_\_\_  
Address \_\_\_\_\_  
Name & Signature of witness \_\_\_\_\_  
Address \_\_\_\_\_

**SCHEDULE TO TENDER**

**PART-I**

1	Name of the Firm/Agency	
2	Constitution of the Firm/Agency	
	Indian Companies Act 1956	
	Indian Partnership Act,1932: (please give names of partners)	
	Any other Act, if any	
3	For partnership firm whether registered under The Indian Partnership Act,1932, please state further whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.	
	If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firms authorising the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration	
	If answer to (i)or(ii) above is in the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be	
4	Name and Full Address of their Bankers	
5	Value of Solvency Certificate, issued by their bankers	
6	Registration Number of the firm	
7	ESI No. of Firm	
8	EPF No. of Firm	
9	Registration No. under Contract Act	
10	Service Tax Registration No	
11	PAN Number	
12	Experience in no. of years(Name and address of client departments may be indicated in a separate sheet duly signed	
13	Turnover of last 3 years. ( Certified copy be attached) From 2007 to 2010	

All the above information of part I of schedule I must be accompanied with the certified copies of the documents, failing which the tender will be liable to be rejected

**Part-II**

	Detail of the Earnest Money Deposited	
	Demand Draft number with date and Bank drawn on (any nationalized bank)	
	Detail of cost of tender form deposited (where tender form has been downloaded from the website)	

**Part III**

	Name and address of the firm's representatives and whether the firm would be represented at the time of opening of the tenders	
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Dated:- \_\_\_\_\_

Place:- \_\_\_\_\_

Authorized Signatory

Please add supplementary pages to be numbered them wherever needed.

## FINANCIAL BID

<p>1. Contractor shall provide minimum 2 Nos. Skilled Gardener's and 7 Nos. unskilled gardener's and One Professional Gardening Supervisor.</p> <p>2. Monthly charges for carrying out for complete Horticulture Maintenance Work at CCS NIAM Campus Jaipur as detailed in the tender document</p>	<p>Monthly Charges Rs.....</p> <p>(In Words)----- ----- -----</p>

**SIGNATURE OF TENDERER**