INVITATION TO e-TENDER

HORTICULTURAL SERVICE AT ICMR-NATIONAL INSTITUTE OF CANCER PREVENTION AND RESEARCH, NOIDA

e-TENDER NOTICE

1. The Director, National Institute of Cancer Prevention and Research (ICMR), I-7, Sec-39, Noida-201301, invites e-Bids for the “Horticulture Services” at NICPR, NOIDA.

2. The tender documents containing general terms and conditions may be downloaded from the website www.nicpr.res.in and www.eprocure.gov.in. The last date for submission of tender is 15/10/2020 by 02.30 PM. The technical bid will be opened online on 16/10/2020 by 03.00 P.M. In case any bidder fails to follow any or more of these conditions, the offer shall be summarily rejected. The Specifications are attached at Annexure-II

Critical Dates

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Submission Start Date (Online)</td>
<td>24/09/2020</td>
<td>02.30PM</td>
</tr>
<tr>
<td>Last date of Bid Submission (Online)</td>
<td>15/10/2020</td>
<td>02.30PM</td>
</tr>
<tr>
<td>Opening date of Technical bid (Online)</td>
<td>16/10/2020</td>
<td>03.00PM</td>
</tr>
</tbody>
</table>

Director
ICMR-NICPR, Noida
GENERAL TERMS AND CONDITIONS OF THE TENDER FOR HORTICULTURE SERVICES

1. The Director, NICPR, Noida, invites e-tender for Horticulture services at NICPR, NOIDA. The bidders may go through the terms & conditions carefully. In case of any bidder fails to follow any one or more of these conditions, the offer shall be summarily rejected.

2. **Two Bids System:** Tender for Horticulture services is to be submitted as per “Two Bids” System (I) Technical Bids (II) Price Bids. “**Technical Bid(s) should accompany a scanned copy of EMD(s)**” and line-wise confirmation of the proposed conditions on Vendor’s Letter Head.

3. A copy of condition compliance sheet on vendor letter Head and available illustrated literature/Catalogue in support of above compliance statement should accompany the Technical Bid.

4. **Acceptance of Offer/Tender** – Price Bids of only those tenderers, whose Technical Bids are found suitable/ acceptable subsequently by the Technical Screening Committee of NICPR, Noida, will be opened. For calculation of Lowest (L-1) responsive agency, the quoted detailed rates and agency service charge quoted will be taken into consideration. Decision of the Director, NICPR, Noida in this regard will be final.

5. Tender must contain the Total value not only in figures but also in words. In case of any Clerical/Typing error, value written in “words” will only be considered for assessing the L-1 Bidder and subsequent process, though the Director NICPR reserves the right **not to accept** any Tender only on the L-1 (lowest) criteria.

6. Fax/E-mail/Conditional tender will not be accepted.

7. **Tenderer must have applicable permission/ license to provide Horticulture services in U.P.**

8. Other Terms & Condition of Horticulture services are attached at Annexure I.

   Director  
   ICMR-NICPR, Noida

I/We agree to abide by all the terms and conditions mentioned as above.

(Signature of the authorized tenderer)
Annexure- I

GENERAL TERMS AND CONDITIONS

Scope of Services

The Scope of Horticulture Services would include all activities/sub-activities generally comprised and understood forming part of Horticulture/Landscape Maintenance Services/Formation of new landscape and would include the following:

- Maintenance of lawns by doing all intercultural operations like weeding, mowing, watering, cleaning, pruning, dressing, applying insecticides and pesticides (manual weeding), sowing and maintenance of regular and seasonal flowers beds etc.

- Maintenance of potted plants doing all intercultural operations like watering, manicuring, hawing, pruning, etc.

- Maintenance of hedges doing all the intercultural operations like pruning, watering, hawing, maturing etc.

- Tree pruning at such intervals as may be decided in consultation with the Institute.

- Removing fallen leaves, twigs and other miscellaneous refuse from the road and other paved areas.

- Maintaining the paved roads along with garden areas, by removing grass weeds etc. from time to time.

- Keeping the landscaped areas neat, clean and free from all foreign materials, waste etc.

- Removal of residue/waste, leaves etc. from the campus and dumping at the designated place near the Campus as may be prescribed by local authorities.

- Planting & maintenance of small and big plants as required will be part of the services.

- Counselling the Institute about procurement/planting of seasonal flowering plants etc.

- Acting in co-ordination with other agencies which may be engaged periodically.

Fine Dressing the Ground

Spreading of sludge and dump manure of good earth in required thickness.

Mixing earth and sludge or manure in desirable proportions.

Complete maintenance of the lawn including weeding, mowing, watering, maintenance of trees and shrubs on lawn, regular mowing of lawn, removal of garden rubbish and uprooting
Rank vegetation, applying insecticides and pesticides (manual weeding), making sowing and maintenance of seasonal flower beds and other garden related works.

**Normal Frequency of Activities/Sub-activities**

Mowing: Lawn mowing at regular intervals of 7-10 days in a month or as may be required. This frequency may increase in rainy season.

Pruning: Clipping and trimming of hedges and edges, trimming of shrubs, plants tree creepers bough intervals, stacking of plants whenever and wherever required.

Plant Protection: Periodic checks to be carried out for pests and disease.

Fertilizer: Manure and fertilizers required shall be applied by the Vendor.

Irrigation: Daily adequate watering (except Sunday) of all garden features through sprinkle system in different areas.

Potted plants in corridors, open areas etc. should be maintained in good condition all the times.

The activities/sub-activities comprised in the Services shall be rendered through provision of the following:-

1. Seven full-time Gardeners and One Supervisor/Head Gardner
2. Provision and Maintenance of Machines, Equipment, Tools etc. as detailed in the document.

**Understanding Scope of Services**

- The total plot area is around 49,900 sq. m. approx.

- Besides, there are hedges and grass areas just in front of the main gate beyond the Boundary Wall and outside the boundary wall up to 5 feet of the Institute.

- The Tenderer in their own interest are advised to go through all the relevant details of the Services etc. and visit the Campus for fully comprehending the scope of Services, conditions of rendering Services etc. before submission of the Tenders.

- The Visits to the Campus can be made between 02:00 P.M. and 04.00 P.M on any working day by making visit entry on security.
Eligibility Conditions

- The tenderer (proprietary concern/partnership firm/LLP/company etc.) should be in business of rendering Horticulture Services (Development or Maintenance of Landscaped Areas) at least for three years on the date of submission of tender.

- The tenderer should have an average annual turnover of Rs. 15 lakh in related field (for the Service) at least for last three financial years on the date of submission of tender.

- The tenderer should have adequate experienced personnel for satisfactory rendering of the Services.

- The tenderer should have a valid registration, PAN in its name and also registered under GST Act, ESIC & Provident Fund.

- The tenderer should not have been blacklisted by any public or private Institution from rendering Horticulture Services or any services related to supply of man power & maintenance work. A self-undertaking for the same is to be submit on a Rs. 100/- Non-Judicial Stamp Paper.

- The tenderer should have experience of horticulture work for more than three years with Government/Semi-Government/PSU/Undertaking/Autonomous Body or private firms for supply & maintenance of service in related field.

- No addition/deletion/change/suggestion in tender documents/services/T&C will be accepted. Tender having any change will be rejected.

Period of Service

- The initial period of rendering the Services shall be 12 months from the date of award of work.

- However, the Institute reserves the right to extend period of the Services by a maximum of further 02 years, on year to year basis, depending upon performance and conduct of the Vendor during the initial period of Services of 12 months on the same terms & condition.

Earnest Money Deposit

- **EMD**: The Bidders should submit Rs. 40,000/- (**Rupees Forty Thousand Only**) as EMD along with their bids in the form of Account Payee Bank Drafts in favour of “The Director, NICPR”, payable at “Noida”, from any scheduled commercial bank and a scanned copy is to be enclosed along with Technical Bid. The original EMD must reach at the office of the Store Section, Room No. 210, NICPR, Noida, before opening day of Tender. Tender without the EMD will be rejected summarily. No interest is payable on EMD which should be valid for at least 90 Days. EMD of un-successful Bidders will be released on finalization of Tender. EMD will be exempted subject to submission of MSE & SSI if registered for supply of manpower for horticultural services.
• The EMD of the Tenderer may be forfeited if:-
  
  i) The concerned Tenderer withdraws the Tender during the prescribe period of validity of the Rates.
  
  ii) In case the Vendor (Successful Tenderer) fails to submit the performance bank guarantee and commence the Services from the prescribed date.

**Documents to be enclosed in Technical Bid (Packet-1)**

• Details of Tenderer

• Copies of Audited Books of Accounts/Income Tax Returns showing turnover of the Tenderer during the last 03 financial years.

• In respect of the F. Y 2019-20, a Certificate from a qualified Chartered Accountant showing turnover from the Services will also hold good.

• Copy of all the registration certificates.

• A Certificate upon Letterhead of the Tenderer about having adequate experienced personnel for satisfactory rendering of the Services and not having been blacklisted by any public or private Institution during the last four financial years.

• Experience Certificate from the Clients where services were rendered for more than 10 lacs per annum along with their names, phone, E-mail to verify the services.

• Tender Document, each page duly signed and stamped and the prescribed Earnest Money Deposit shall also be enclosed in Packet-1 (technical bid).

**Quoting of Rates**

• The Tenderer shall quote their rates in the BOQ/ Price Bid only. Detailed break up needs to be submitted for manpower, equipment’s (on monthly rental basis), Govt. Tax, agency charges etc. on separate sheet for calculations.

• The amount shall be quoted in Bill of Quantities (BoQ) only and enclosed in Packet-2: (Financial Bid)

• The rates will be applicable as per the Area ‘A’ under Ministry of Labour & Employment, Govt. of India for gardening work and will be revised as per Govt. directions.

• The amount to be quoted should be exclusive of the GST which shall be payable separately. (GST rates should be clearly mentioned separately).
• Supply of other materials like plants, seeds, pesticides, cow dung manure (Khad), pots etc. required for maintenance of horticulture services will be paid as per horticulture DSR rates. Non-DSR items needs prior approval from the Institute.

**Evaluation of Tender**

• The Technical Evaluation of the Tenders will be made on the basis of the documents enclosed by the Tenderers.

• However the Tender Evaluation Committee may also assess the capability of a Tenderer to satisfy themselves for rendering the Services to the Institute.

• This may include but not limited to interacting and discussing performance of the Tenderer with previous client(s); seeking clarifications about nature of the Services rendered; visiting the current/previous sites etc.

• Any technical query raised by Technical committee needs to be replied within two days by email.

• The Services will be awarded to the Tenderer who quotes the lowest amount in all respect for rendering the Services including all in Terms & Conditions of rendering the Services.

**Right to Accept or Reject any or all Tenders**

The Director of Institute reserves the right to accept, cancel or reject any Tender and/or all the Tenders at any time prior to award of the Services without assigning any reason or incurring any liability/obligation to the Institute. No communication on this regards will be accepted or replied.

**Period of Validity of Rates**

The quoted Rates shall be valid for a period of 120 days.

**Award of Services**

The Vendor shall be informed about acceptance of the Tender in writing through Letter of Acceptance.

The Tender Document; Clarifications, if any, the Supporting Documents etc. shall form an integral part of the Letter of Acceptance.
**Performance Bank Guarantee**

- The Performance Bank Guarantee for the Services shall be 10% of quoted value (annually).

- The Performance Bank Guarantee shall be accepted in the form of Unconditional Bank Guarantee from Nationalized Bank valid for beyond one month of full duration of the Services. On extension of services performance guarantee needs to be resubmitted with new validity rates.

- The Performance Guarantee shall be liable to be forfeited / enforced upon determination or recession of the Services.

**Work Agreement**

- The successful bidder has to sign the work agreement in two copies (in original) on Rs.1000/- Non Judicial stamp paper for the work/services

Director  
ICMR-NICPR, Noida
SPECIFIC TERMS AND CONDITIONS

Supply and Maintenance of Equipment, Tools etc.

The Vendor shall provide minimum of the following Machines, Equipment and Tools for due rendering of the Services in numbers as mentioned against each of them:-

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lawn Mover (Mechanised)</td>
<td>02</td>
</tr>
<tr>
<td>Scissors</td>
<td>03</td>
</tr>
<tr>
<td>Hedge Cutter</td>
<td>05</td>
</tr>
<tr>
<td>Tree Trimmer</td>
<td>02</td>
</tr>
<tr>
<td>Axe</td>
<td>02</td>
</tr>
<tr>
<td>Portable Irrigation System</td>
<td>05</td>
</tr>
<tr>
<td>Pipe for Watering</td>
<td>150 Mtr (02 nos)</td>
</tr>
<tr>
<td>Sickle</td>
<td>03</td>
</tr>
<tr>
<td>Tasla</td>
<td>05</td>
</tr>
<tr>
<td>Khurpi</td>
<td>05</td>
</tr>
<tr>
<td>Shoval</td>
<td>05</td>
</tr>
<tr>
<td>Brooms</td>
<td>As may be required</td>
</tr>
</tbody>
</table>

The Vendor shall also be responsible for maintenance of the equipment etc. and shall ensure that all of them are in good working conditions at all the times.

Any non-functioning of a machine, equipment etc. beyond a period of five days will attract appropriate penalty.

Provision of Experienced Personnel

The Vendor shall deploy only competent/qualified personnel for due rendering of the Services.

The Vendor before commencement of the Services shall make available to the Institute, the requisite particulars of personnel to be deployed for rendering of the Services at the Institute. The particulars thus to be furnished would inter-alia include name, age/date of birth, permanent address, previous experience, identity proof, Police Verification Certificate etc.

The Vendor shall be responsible for getting each of its personnel verified by the local police for about Character and Antecedents. Before commencement of the Services, the Vendor shall produce/submit to the Institute the Police Verification Reports, in respect of all the personnel proposed to be deployed at the Institute.
The Personnel shall normally work 8.30 hours (08:00 AM to 4:30 PM) Monday to Saturday with 30 minutes Lunch Break.

In case a personnel does not report on a particular working day, the vendor shall invariably provide a substitute hand for the same, or/otherwise penalty will be levied.

**Conduct of Personnel**

The Vendor shall ensure proper discipline among its deployed personnel at all the times and ensure that none of them indulges in activities detrimental to interests of the Institute and/or unlawful activities.

The Vendor shall also ensure that none of its personnel consumes liquor, intoxicants, tobacco/pan masala in any form etc. while on premises of the Institute.

The Vendor shall ensure that no children are deployed for rendering of the Services in violation of the concerned Statute(s).

The Institute will have right to ask for removal of any personnel of the Vendor from the Institute due to unsatisfactory conduct/performance and unruly behaviour. In such a situation, the Vendor shall be under obligation to immediately remove such a person from the Services and provide a suitable replacement thereof within 48 hours of such removal.

It should be clearly understood that personnel of the Vendor shall not be employees of the Institute and will follow security and administrative instructions as applicable to them from time to time.

The personnel shall mark/register daily attendance as per procedure which may be prescribed by the Institute.

**Payment of Wages and Benefits to Personnel**

The Vendor shall be fully and exclusively responsible for releasing timely and due wages and other benefits to the personnel as well as deductions viz; Provident Fund; ESI; those under Workmen Compensation Act and other applicable Central Govt. Acts/Regulations as may be in existence at the relevant time and/or promulgated/made applicable during period of rendering the Services. Institute will not bear/pay any additional charges at any level.

**Responsibility of the Institute**

The Institute shall provide the following to the Vendor, free of cost:-

- Water from the designated point(s);
- Electricity;
- Adequate locked/storage space for Machines, Equipment etc.
However, personnel of the Vendor shall be fully responsible for safe keep and use of the stored machinery, Pesticides etc. at premises of the Institute

The Institute will not assume any responsibility for theft, loss etc. of Machine(s), Equipment etc. of the Vendor.

**Single Point of Contact (SPoC)**

The Institute shall nominate an Official/ Committee/ A.O. / Director to look after the Services being rendered by the Vendor.

The instructions etc. issued by the Official/Committee shall be binding upon the Vendor.

The Official/Committee may also be asked to verify the monthly bills of the Vendor.

**Indemnification of the Institute**

The Vendor shall, at all the times, keep the Institute indemnified for and against all third party claims whatsoever (including but not limited to loss of person, property, accident, injury or death) arising out of its acts of omission or commission or those of its personnel.

Similarly, if the Institute is called upon to pay/bear any penalty, fine, damages etc. to a private or public body arising out of the Vendor’s its personnel’s acts of omission or commission, then the Institute will be entitled to recover the amount of such penalty, fine, damages etc. out of dues of the Vendor.

The Vendor shall be responsible for conduct and behaviour of its personnel and making good to the Institute any loss or damage to the Institute’s movable or immovable property through the conduct and behaviour of the Vendor’s personnel.

**Sub-letting**

The Services shall not be sub-let or assigned to any other Agency under any circumstances.

**Payment of the Vendor**

- The payment for the Services will be released every month against submission of pre-receipted Bill, for the purpose. The bill should have evidence of deposition of ESI & EPF for last month. The attendance sheet maintained by the vendors also needs to be submitted but actual attendance maintained by the Institute shall be taken into account for the payments.

- The payment after applicable TDS, will, ordinarily be released within a 20 working days of submission of the complete Bill(s).

**Penalty**

Significant violation of express terms and conditions of the Services and continuous/repeated violation of terms and conditions of the services despite the same having been brought to notice of the Vendor.
The agency is required to provide 07 Mali and 01 supervisor/head Gardner on daily basis. If the agency is not able to provide the required number of personnel, a penalty for shortage of attendance will be imposed as follows:

- 90% and above, no penalty.
- 86% to 90% Rs. 50/- per day/ per person.
- 81% to 85% Rs. 100/- per day/ per person.
- 76% to 80% Rs. 150/- per day/ per person.
- 71% to 75% Rs. 200/- per day/ per person.
- 66% to 70% Rs. 300/- per day/ per person.
- 60% to 65% Rs. 400/- per day/ per person.
- Below 60% Rs. 500/- per day/ per person.

**Atonement of the Services**

If the Vendor for any reason abandons the Services or becomes incapacitated from rendering the same or fails to render any component of the Services for any reason not directly attributable to the Institute, the Vendor shall be liable to pay such damages to the Institute as may be assessed by the Institute for carrying out the Services during remaining period through alternate arrangements.

**Determination/ Recession of the Services**

The Institute without prejudice to any other remedy available against the Vendor shall have right to determine the Services, after issuing a written notice to the Vendor to this effect in any of the following circumstances:-

- If the Vendor commits breach of any of the terms & conditions of rendering the Services;
- If the Vendor is found guilty of mis-representation, concealment of material facts etc.
- If the Vendor abandons the Services in terms of the previous Clause.
- If the Vendor fails to observe or perform any of covenants of the Services and such failure or non-performance has not been remedied or set right within three days of this being brought to its notice.
- If the Work/Services of the Vendor from the very beginning, are of such quality/standard that the Institute, is of the opinion that the Vendor shall not be in a position to render the Services satisfactorily subsequently also.
- If the services of the vendor are not found to be satisfactory by the Institute.
**Force Majeure**

The ‘Force Majeure’, as generally understood, shall relieve both the parties of their respective obligations.

In such a situation, the respective rights and obligations of both the parties shall be determined in a mutually agreed manner.

**Settlement of Disputes**

In the event of any dispute or difference whatsoever arising between the parties, the same shall be settled as far as possible by mutual discussions and consultations between the parties.

If any question, difference or dispute still remains unresolved, the same shall be subject to jurisdiction of the Courts in the State of Delhi/NCR.

Director
ICMR-NICPR, Noida
(To be prepared on separate sheet giving all the details and enclosures)

Annexure III

DETAILS OF TENDERER

Name of the Tenderer                   :
Address of the Tenderer                :
Type of Organisation: Proprietorship Firm/LLP/Company/Other (please specify) :
Date of Establishment                 :
PAN                                       :
GST No.                                   :
Turnover from Similar Services          :
(For the F.Y. 2019-20)

Details of Similar Works handled during last 04 years:
(The Tenderer should include details like Name of the Client; Kind of Services rendered; yearly value of the Services; Contact Details of the concerned Official in respect of each of the Works mentioned hereinabove. Please enclose separate sheets, if required)

Contact details of the Tenderer:-

Name:
Mobile:
E-mail Id:

-----------------------------------
Seal and Signature of Tenderer

Authorized Representative