

**ICMR - NATIONAL INSTITUTE OF CANCER PREVENTION AND RESEARCH
Plot No. I-7 SECTOR-39 NOIDA – 201301**

NICPR/BM/Horticulture/2021-2022

Dated: 07.06.2021

GENERAL TERMS & CONDITION

1. e-bids are invited in two bid system from reputed and experienced agencies for Horticulture Services at ICMR - National Institute of Cancer Prevention and Research (NICPR), I-7, Sector 39, NOIDA-201301 as per Scope of work mentioned in **Annexure-II** and eligibility criteria mentioned in **Annexure-III**.
2. **Document Download:** The tender form can be downloaded from the website: www.icmr.nic.in; www.nicpr.res.in and <https://eprocure.gov.in/eprocure/app> directly.
3. Bids shall be submitted online only at CPP portal using valid Digital Signature Certificates.
4. Fax/ Emailed tenders will not be accepted.
5. The bidder may be a proprietary/ Partnership firm, Company/Corporate body (Agency) legally constituted, as per law with valid registration on the last date of submission of the bid. The Tenderer/Bidder shall have at least 03 years' experience in the field of providing Horticulture Services.
6. For carrying out Horticulture Services, the vendor is required to provide 01 Supervisor/ Head Gardner/Mali (Skilled), 07Gardner/ Mali(Unskilled) on daily basis. Personnel so deployed should be competent and experienced. Vendor is also required to provide/supply consumable items/materials like plants, seeds, pesticides, manure (Khad), pots etc. which are required for maintenance of Horticulture Servicesafter taking prior approval from Director, NICPR. Payment of these items will be made on actual consumption basis on the rates prescribed in Delhi Schedule Rates (DSR) for scheduled items and for non-DSR items, rates need prior approval of Director, NICPR. Besides, vendor is required to provide Machinery, Equipment and Tools required for Horticulture works as per details in **Annexure-IV**. Payment in this regard will not be made by the Institute.
7. All the consumable items will be properly accounted (receipt as well as issue) for and shall be produce to NICPR as and when demanded.
8. The bidder should have a registered office in the Gautam Budh Nagar/NCR region of Uttar Pradesh.

9. The bid shall remain valid for 180 days from the date of opening of Technical bid.
10. There should be no case pending with the police against the Agency/bidder and it should not have been blacklisted by any Government/ Semi-Government/ PSU/Autonomous Body to whom similar services were provided.
11. The tenderer should have provided Horticulture Services in minimum one Government/Semi-Government/ PSU/ Autonomous Body during 2018-till date. Detail in this regard is to be provided as per **Annexure-V**.
12. The bidder must have applicable permission/ license (If required) to provide Horticulture Services.
13. TWO BID SYSTEM (i) Technical Bid (ii) Financial Bid shall be followed and therefore separate bids are to be submitted. Combined bids (Technical & Financial) will be rejected.
14. **EMD:** The bidder should submit Rs. 30000/- (Rs. Thirty Thousand only) as EMD in the form of Demand Draft/ Pay order in favor of “Director, NICPR, Noida” Payable at Noida or certificate of MSME/SSI along with their bids. EMD should be deposited with Store In-charge of NICPR, Noida on any working day between 10 am to 4 pm before submission of final online bid. The tender without the EMD/ MSME/ SSI certificate will be rejected. No interest is payable on EMD. *Photocopy of DD/Pay Order issued to NICPR needs to be uploaded with technical bid.* The EMD without interest shall be returned to the unsuccessful bidders after finalization of contract. EMD will be exempted subject to submission of MSME/SSI certificate.
15. The Earnest Money is liable for forfeiture in the event of: (a) withdrawal of offer during the validity period of the offer, (b) Non-acceptance of orders when placed, (c) Non confirmation of acceptance of orders within the stipulated time after placement of offer or non-furnishing of Performance Guarantee and (d) Any unilateral revision made by the bidder during the validity period of the offer.

16. **Performance Guarantee:** Successful bidder will submit 10% of the total order value of contract agreement in the form of Bank Guarantee/ Pay order/ Demand Draft for such period as to cover one month beyond the contract period within 07 days from issue of Work Order. In case of non-submission of Bank Guarantee/ Pay order/ Demand Draft, work award shall stand cancelled and appropriate action will be taken by the Institute including forfeiture of EMD.
17. The Performance Guarantee shall be liable to be forfeited / enforced upon termination or recession of the Services.
18. **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 further 02 years on the same terms & condition, on year-to-year basis, depending upon performance and conduct of the Vendor during the initial period of Services of 12 months.
19. The Agreement may be terminated by either party by giving two months' notice in writing.
20. The vendor is required to provide requisite manpower within seven days after receipt of work award.
21. The Vendor before commencement of the Services shall make available to the Institute, the particulars of personnel to be deployed for rendering of the Services at the Institute. The particulars would indicate the name, age/date of birth, permanent address, identity proof, local Police Verification Certificate etc.
22. The Vendor shall be responsible for getting each of its personnel verified by the local police for Character and Antecedents and shall produce/submit to the Institute the Police Verification Reports.
23. 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.
24. Conduct of Personnel:

- i. 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.
 - ii. NICPR is a No-tobacco zone. The Vendor shall also ensure that none of its personnel consumes liquor, intoxicants, tobacco/ pan masala in any form etc. while on duty or in the premises of the Institute.
 - iii. The Vendor shall ensure that minors are not deployed for rendering of the Services in violation of the concerned Statute(s).
25. 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 behavior. 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.
26. The personnel of the Vendor shall not be considered 'employee' of the Institute however they will follow security and administrative instructions issued to them from time to time by the Director/Institute.
27. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulates any condition of his own, such conditional tender is liable to be rejected.
28. Director, NICPR, Noida reserves the right to reject any tender/bid wholly or partly without assigning any reason and is not bound to accept the lowest bid. The institute at its discretion may change the quantity / upgrade the criteria / drop any item, at any time before placing the Work order.
29. The technical committee constituted by the Director, NICPR, Noida shall have the right to verify the particulars furnished by the bidder independently.
30. Bidders are advised to study carefully the tender documents and the conditions before quoting their bid. Each and every of page of bids must be signed with seal by the authorized representatives as a token of acceptance of all the terms and conditions of tender document.
31. A letter of authorization for signing the bid document should also be attached with the technical bid.

32. The bidders are required to give an undertaking on Agency letter head that “I/ We agree to abide by all the terms and conditions of tender document” as per **Annexure-VI**.
33. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time.
34. Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance parents and their children or other close relations who have business relationship with one another [i.e., when one or more partner(s)/director(s) are common] be allowed to tender for the same contract as separate competitors. In case of breach of this condition, the tenders of both parties shall be rejected.
35. Price Bid:
- i. **Minimum wages notified by the Government of Uttar Pradesh from time to time will be paid by the NICPR. The revision of minimum wages is applicable as and when these are notified by the Government of Uttar Pradesh. Besides, all other applicable statutory charges such as EPF, ESI as notified by the Govt. from time to time and applicable GST charges as per Govt. Norms will be paid by NICPR. Therefore, bidders are not required to quote the minimum wages, applicable statutory charges and GST in the price bid performa.**
 - ii. Bidders are strictly required to upload the price bid/ financial bid in the format as per **Annexure attached (excel sheet attached)**. Financial/ Price bid in any other format shall be rejected.
36. Acceptance of Offer/Tender – Price Bids of only those tenderers, whose Technical Bids are found suitable/ acceptable by the Technical Evaluation Committee of NICPR, Noida, will be opened. For calculation of Lowest (L-1) responsive agency, the quoted other charges (if any) and agency service charge (contractor profit) will be taken into consideration. Agency services charges (contractor profit) should be reasonable and justified. It should not be very low i.e. solely to become L-1. Decision of the Director, NICPR, Noida in this regard will be final.

37. 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 on the L-1 (lowest) criteria alone.
38. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason except for revision of wages which shall be equivalent to prevailing minimum wages of Government of Uttar Pradesh per personnel per month. The bid value once finalized will not be changed at any level.
39. No advance payment will be given under any circumstance.
40. Accommodation: The Institute will not provide any accommodation to the employees deployed for Horticulture Services. They are specifically forbidden to stay/overstay in NICPR for any purpose beyond the tour of their duty.
41. The personnel shall mark daily attendance as per procedure which shall be prescribed by the Institute from time to time.
42. Safety Measures:
- i. The bidder/ vendor shall carry out all works in accordance with statutory requirement of Safety Regulations and other rules/ acts as applicable.
 - ii. The bidder/ vendor or his/ her representative must take immediate corrective measures whenever any unsafe conditions/ practices are detected.
43. The bidder/ vendor or his/ her representative shall report any accident/incident to appropriate Authority and also to the Director. The cause of all minor or major accidents that occur during their tour of duty shall be reported and remedial measures taken immediately to prevent recurrence of such accidents/incidents. The responsibility of incurring any accident due to negligence on the part of Horticulture staff shall solely lie on the Agency/ vendor.

44. NICPR is a strict No-Tobacco zone. Use of matchbox, lighters, smoking, chewing tobacco, use of alcohol, any other addictive substance or any activity which may cause fire or any other accident, are strictly prohibited.
45. Institute shall not be responsible for any injury or for payment as compensation for any injury or loss to the staff engaged for work while performing the duties for NICPR.
46. The bidder/vendor shall be solely responsible for any damage to/of any property of NICPR due to negligence of the agency or any of its worker. The cost of any damage shall be recovered by NICPR from the amount payable to the agency.
47. In the event of any dispute or difference between NICPR and the Vendor, such dispute or differences shall be resolved amicably by mutual deliberations. If such resolution is not possible, then unresolved dispute or differences shall be referred to arbitration of the Sole Arbitrator to be appointed by the Director, NICPR. The venue of such arbitration shall be in District Gautam Budh Nagar and the language of arbitration proceedings shall be in English/Hindi. All disputes shall be subject to exclusive jurisdiction of the Competent Court / Forum in District Gautam Budh Nagar, UP, India only.
48. The tender must be clearly typed without any cancellations / corrections/overwriting.
49. In case of any clarification asked by NICPR regarding the bid, the bidder has to clarify to the query within 24 (twenty-four) hours of our e-mail sent to the bidder.
50. Technical bid should be accompanied with compliance/ check list as per Annexure-VII.
51. Payment of Wages and Benefits to Personnel: The Vendor/Agency shall be fully and exclusively responsible for releasing timely and due wages and other benefits to the personnel by the 7th of each month in respect of wages of the preceding month. Vendor shall also ensure timely deposit of all due deductions i.e; Provident Fund; ESI; those under Workmen Compensation Act and other applicable Govt. of UP Acts/ Regulations etc. 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.

52. Responsibility of the Institute: The Institute shall provide the following to the Vendor,
(a) Free of cost: - Water from the designated point(s); (b) Electricity; Adequate locked/ storage space for Machines, Equipment, Tools, and consumables etc. Personnel of the Vendor shall be fully responsible for safe storage of these items.
53. The Institute will not be responsible for theft, loss etc. of Machinery, Equipment, Tools and consumables etc., if any, belonging to the Agency.
54. Single Point of Contact (SPoC): An Official/ Committee/ on behalf of the Director or the Director himself/herself shall evaluate the Services being rendered by the Vendor from time to time and point out deficiency, if any.
55. An Official/ Committee designated above may also be asked to verify the monthly bills of the Vendor.
56. In case NICPR is called upon to pay/bear any penalty, fine, damages etc. to a private or public body arising as a consequence of the Vendor's personal/ personnel's act(s) of omission or commission, then NICPR will be entitled to recover the amount of such penalty, fine, damages etc. out of dues payable by NICPR to the Vendor.
57. Sub-letting: The Services shall not be sub-let or assigned to any other Agency under any circumstances.
58. Payment of the Vendor: The payment for the Services rendered will be released every month against submission of pre-receipted Bill by 10th of every month in respect of wages for the preceding month. The bill should have evidence of wages paid to the deployed staff of the preceding month and also of deposition of ESI & EPF etc. The attendance sheet maintained by the vendor also needs to be submitted however, the attendance maintained by NICPR shall be taken into account for making the payment. The vendor is also required to submit bill related to actual consumption of consumables along with details of items received and used during the preceding month.
59. The payment after applicable TDS, will, ordinarily be released within 20 working days of submission of the complete Bill(s).
60. **Penalty:** Significant violation of express terms and conditions of the Services and continued/repeated violation of terms and conditions of the contract in spite the same having been brought to notice of the Vendor shall invite penalty as decided by the Director NICPR on case to case basis.

61. The agency is required to provide 01 supervisor/ Head Gardner/Mali (skilled), 07 Gardner/Mali (Unskilled) and 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.

62. Atonement for abandonment 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.

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

- i) If the Vendor commits breach of any of the terms & conditions of rendering the Services;
- ii) If the Vendor is found guilty of mis-representation, concealment of material facts etc.
- iii) If the Vendor abandons the Services
- iv) 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.
- v) 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 and subsequently also.
- vi) If the services rendered by the vendor are not found to be satisfactory by the Institute.

64. Work Agreement: The successful bidder has to sign the work agreement in duplicate (two copies, in original) on Rs.500/- Non Judicial stamp paper.

Scope of Work/ 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: -

1. 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.
2. Maintenance of potted plants doing all intercultural operations like watering manicuring, hawing pruning etc.
3. Maintenance of hedges doing all the intercultural operations like pruning, watering hawing, maturing etc.
4. Tree pruning at such intervals as may be decided in consultation with the Institute.
5. Removing fallen leaves twigs and other miscellaneous refuse from the road and other paved areas.
6. Maintaining the paved roads along with garden areas, by removing grass weeds etc. from time to time.
7. Keeping the landscaped areas neat, clean and free from all foreign materials, waste etc.
8. 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.
9. Planting & maintenance of small and big plants as required will be part of the services.
10. Counselling the Institute about procurement/planting of seasonal flowering plants etc.
11. Acting in co-ordination with other agencies which may be engaged periodically.

12. Fine Dressing the Ground :-

- i) Spreading of sludge and dump manure of good earth in required thickness.
- ii) Mixing earth and sludge or manure in desirable proportions.
- iii) 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.

13. Normal Frequency of Activities/Sub-activities :-

- i) Mowing: Lawn moving at regular intervals of 7-10 days in a month or as may be required. This frequency may increase in rainy season.
- ii) Pruning: Clipping and trimming of hedges and edges, trimming of shrubs, plants tree creepers bough intervals, stacking of plants whenever and wherever required.
- iii) Plant Protection: Periodic checks to be carried out for pests and disease.
- iv) Fertilizer: Manure and fertilizers required shall be applied by the Vendor.
- v) Irrigation: Daily adequate watering (except Sunday) of all garden features through sprinkle system in different areas.
- vi) Potted plants in corridors, open areas etc. should be maintained in good condition all the times.

14. Understanding Scope of Services

- i) The total plot area is around 49,900 sq. m. approx.
- ii) 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.
- iii) 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.
- iv) 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 after taking prior appointment.

Eligibility Criteria

Following will be the minimum pre-qualification criteria:

	BASIC REQUIREMENTS	SPECIFIC REQUIREMENTS
1.	TECHNICAL CAPABILITY/EXPERIENCE IN HORTICULTURE SERVICES	The tenderer should have provided Horticulture Services in at least one Governments/Semi-Government/ PSU/ Undertaking/ Autonomous Body during last three years i.e. from 2018 to till date.
2.	TURNOVER	The tenderer should have an average annual turnover of Rs. 10 lakh in related field (for providing the Service) in the two financial years viz. 2018-19 and 2019-20, on the date of submission of tender.
3.	POSSESSION OF DOCUMENTS	The tenderer should have a valid registration, PAN in its name and also registered under GST Act, ESIC & Provident Fund.
4.	BLACKLISTING.	There should be no case pending with the police against the Agency/bidder and it should not have been blacklisted by any Government/ Semi-Government/ PSU/Autonomous Body to whom similar services were provided.

Each bidder should possess all the above stated pre-qualification criteria. Responses/bids without supporting documents or not meeting the minimum pre-qualification criteria will not be considered and would be rejected.

Annexure IV

Supply and Maintenance of Equipment, Tools etc.

The Vendor shall provide following Machines, Equipment and Tools of quantity noted against each as under:-

1. Lawn Mover (Mechanised)	-	02
2. Prunner/Scissors	-	02
3. Hedge Cutter	-	02
4. Tree Trimmer	-	01
5. Axe	-	01
6. Portable Irrigation System	-	05
7. Pipe for Watering	-	200 Mtr (04 nos.)
8. Sickle	-	05
9. Tasla	-	05
10. Khurpi	-	05
11. Shoal/Spade	-	04
12. Grape hoe (Phawra)	-	05
13. Lawn Rake	-	02
14. Garden fork (Javeri)	-	02
15. Pick Mattock (Kudaal)	-	05
16. Grass/Weed cutting Talwar	-	05

Note:

1. Above machinery and equipment will be provided and maintained by the Vendor free of cost. No payment in this regard will be made by the Institute.
2. The Vendor shall ensure good working conditions of all the above-mentioned machinery and equipment at all times.
3. In case of non-functioning of any of the machinery and equipment etc. beyond a period of five days may attract appropriate penalty as decided by the Director, NICPR.

Annexure-VI

Undertaking (to be submitted on letter head of Agency)

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

(Signature and Seal of the authorized representative)

Annexure-VII

Compliance Sheet

S. No.	BASIC REQUIREMENTS	SPECIFIC REQUIREMENTS	SUPPORTING DOCS REQUIRED	Whether supporting documents enclosed (say yes or no)	Pl. refer page No.
1	EMD	Signed and scanned copy of EMD of Rs. 30000/- or MSME/SSI certificate.	Signed and scanned copy of EMD of Rs. 30000/- or MSME/SSI certificate.		
2	SIGNATURE ON EACH AND EVERY PAGE	The bidder will sign& stamp each and every page of tender document in token of acceptance of all the terms and conditions.	Signed& stamped each and every page of tender document.		
3	UNDERTAKING-TENDER ACCEPTANCE	Undertaking to be submitted on letter head of Agency with seal and signature of authorized person “that I/we agree to abide by all the terms and conditions mentioned in the tender document”.	Undertaking on agency letter head. With seal and signature as per Annexure-VI		
4	LETTER OF AUTHORISATION	Letter of authorization on Agency letter head with signature and seal.	Letter of authorization on Agency letter head with signature and seal.		
5	TECHNICAL CAPABILITY/ EXPERIENCE IN HORTICULTURE	The tenderer should have provided Horticulture Services in at least one	Year wise copies of work orders/completion certificate issued by at least one Government/		

	SERVICES	Governments/ Semi-Government/ PSU/ Undertaking/ Autonomous Body during 2018 to till date.	Semi-Government/ PSU/ Undertaking/ Autonomous Body as per Annexure-V during 2018 to till date to be enclosed.		
6	TURNOVER	The tenderer should have an average annual turnover of Rs. 10lakh in related field (for providing the Service) at least for two financial years viz. 2018-19 and 2019-20 on the date of submission of tender.	Balance sheet or certified annual report or certificate to this effect by a practicing Chartered Accountant.		
7	REGISTERED OFFICE IN GAUTAM BUDH NAGAR/NCR REGION OF UTTAR PRADESH.	The bidder or/and its group firm/company should have registered office in Gautam Budh Nagar/NCR region of Uttar Pradesh.	Self-declaration with address and supporting document.		
8.	PERMISSION/LICENSE OF PROVIDING HORTICULTURE SERVICES	The bidder must have applicable permission/license to provide Horticulture Services	Supporting document issued by the concerned Government Department.		
9.	SUBMISSION OF DOCUMENTS	The tenderer should have a valid registration, PAN in its name and also registered under GST Act, ESIC & Provident Fund.	Signed and scanned copies of i) Registration certificate ii) PAN iii) GST iv) ESIC & PF registration with PF		

			code number		
10.	BLACKLISTING.	There should be no case pending with the police against the Agency/bidder and it should not have been blacklisted by any Government/ Semi-Government/ PSU/Autonomous Body to whom similar services were provided.	Self-declaration on Agency letter head with signature (current dated) and seal.		
11.	Submission of Price Bid	Ensure submission of Price bid as per Annexure attached (excel sheet attached)	Ensure submission of Price bid as per Annexure attached (excel sheet attached)	Only write Yes or No (uploaded separately)	Page number referencing not required as it is to be uploaded separately