

Dated the July 20, 2021

Corrigendum/Clarifications

1. The monthly rate for the Services shall include all components of the Services i.e. Remuneration of the Personnel; Running/Maintenance of Machines and Equipments etc. as mentioned in the Tender.
2. The plants, perennial and seasonal, as are available in the Campus and/or procured by the Institute shall be maintained in healthy and good conditions by the Party, at all the times.

Any mortality of the Plants which is found to be on account of negligence/acts of omission/commission of the Agency and/or its personnel, shall be replaced by the Party, at its own cost.

**TENDER FOR
HORTICULTURE SERVICES
AT
NOIDA**



**THE NATIONAL INSTITUTE FOR ENTREPRENEURSHIP AND
SMALL BUSINESS DEVELOPMENT (NIESBUD)**

A-23, SECTOR-62, NOIDA – 201 309

SCHEDULE OF FINALISATION OF TENDERS

- Uploading of the Tender Document : 10-07-2021 (1000 Hrs.)
- Seeking Clarifications : 19-07-2021 (1700 Hrs.)
- Uploading of Clarifications, *if any* : 20-07-2021 (1700 Hrs.)
- Receipts of Tenders : 26-07-2021 (1500 Hrs.)
- Opening of Technical Bids : 26-07-2021 (1530 Hrs.)
- Pre-qualification of Tenderers : 29-07-2021 (1500 Hrs.)
- Opening of Financial Bids : 30-07-2021 (1500 Hrs.)
- Issue of Letter of Acceptance : 09-08-2021
- Commencement of the Services : 01-09-2021

**The indicated timelines are estimated and subject to change.*

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DISCLAIMER

All informations contained in the Tender Document, to be subsequently provided / clarified are in good faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

NIESBUD, NOIDA reserves the right to cancel the Tenders and / or invite afresh with or without amendments to the Tender Document, without liability or any obligation for such Bid Documents and without assigning any reason.

SECTION-I
ABRIDGED ADVERTISEMENT



Tenders for Horticulture Services

NIESBUD, an autonomous body under administrative control of the Ministry of Skill Development and Entrepreneurship, Government of India, engaged in activities aimed at entrepreneurship development in the country, invites Tenders from competent and eligible agencies for providing Horticulture Services at its above Campus.

The details of the Services, Eligibility Conditions, Tender Procedure etc. are available at **www.niesbud.nic.in**.

Joint Director (BD&M)

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SECTION-II

GENERAL TERMS AND CONDITIONS

1.0 Scope of Services

1.1 The Scope of Horticulture Services would include all activities/sub-activities generally comprised and understood forming part of Horticulture/Landscape Maintenance Services and more specifically would include the following:-

- 1.1.1 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 seasonal flowers beds etc.
- 1.1.2 Maintenance of potted plants doing all intercultural operations like watering manicuring, hawing pruning etc.
- 1.1.3 Maintenance of hedges doing all the intercultural operations like pruning, watering hawing, maturing etc.
- 1.1.4 Tree pruning at such intervals as may be decided in consultation with the Institute.
- 1.1.5 Removing fallen leaves, twigs and other miscellaneous refuse from the road and other paved areas.
- 1.1.6 Maintaining the paved roads along with garden areas, by removing grass weeds etc. from time to time.
- 1.1.7 Keeping the Landscaped areas neat, clean and free from all foreign materials, waste etc.
- 1.1.8 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.
- 1.1.9 Counselling the Institute about procurement/planting of seasonal flowering plants etc.

- 1.1.10 Acting in co-ordination with other Agencies which may be engaged periodically for removal of motha etc.

1.2 Fine Dressing the Ground

- 1.2.1 Spreading of sludge and dump manure of good earth in required thickness.
- 1.2.2 Mixing earth and sludge or manure in desirable proportions.
- 1.2.3 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.

1.3 Normal Frequency of Activities/Sub-activities

- 1.3.1 *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.
- 1.3.2 *Pruning*: Clipping and trimming of hedges and edges, trimming of shrubs, plants tree creepers and bougainvillea's etc. at regular intervals, stacking of plants whenever and wherever required.
- 1.3.3 *Plant Protection*: Periodic checks to be carried out for pests and disease.
- 1.3.4 *Fertilizer*: Manure and fertilizers required shall be applied by the Vendor.
- 1.3.5 *Irrigation*: Daily adequate watering (*except Sunday*) of all garden features through sprinkle system in different areas.
- 1.3.6 Potted plants in corridors, open areas etc. should be maintained in good condition all the times.

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

1.4.1 Three full-time Gardeners.

1.4.2 Periodic visits by Supervisor (*atleast twice a week*).

1.4.3 Provision and Maintenance of Machines, Equipment, Tools etc. as detailed in Clause 1.0 of Section-III.

2.0 Understanding Scope of Services

2.1 The total landscaped areas is around 25,000 sq. ft..

2.2 Besides, there are hedges and grass areas just in front of the main gate beyond the Boundary Wall.

2.3 The Tenderer, in their own interest, are advised 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.

2.4 The Visits to the Campus can be made during normal hours on any working day in association with Shri Mohit Dutt, Mobile 09953912660.

3.0 Eligibility Conditions

3.1 The Tenderer (proprietary concern/partnership firm/LLP/company etc.) should be in business of rendering Horticulture Services (Development or Maintenance of Landscaped Areas) atleast for the last 04 years as on 31-03-2021.

3.2 The Tenderer should have an average annual turnover of Rs. 50 lakh (from the similar Services) with minimum turnover of Rs. 25 lakh p.a. for the three out of the last four financial years 2017-18, 2018-19, 2019-20 and 2020-21.

3.3 The Tenderer should have adequate experienced personnel for satisfactory rendering of the Services.

3.4 The Tenderer should have a valid PAN in its name and registered under GST Act.

3.5 The Tenderer should not have been blacklisted by any public or private Institution from rendering Horticulture Services during the last four financial years.

4.0 Period of Service

4.1 The initial period of rendering the Services shall be 12 months.

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

5.0 Earnest Money Deposit

5.1 The prescribed Earnest Money Deposit (EMD) for the Tender is Rs. 30,000/- **(Rupees thirty thousand only)** to be deposited in form of Pay Order/Bank Draft drawn in favour of “NIESBUD, NOIDA” upon any Scheduled Commercial Bank.

5.2 The EMD of the Tenderers which are not qualified and/or not successful will be returned within 15 days of respective decisions.

5.3 No interest shall be payable on the EMD.

5.4 The EMD of the Tenderer may be forfeited if:-

- i) The concerned Tenderer withdraws the Tender during the prescribed period of validity of the Rates.
- ii) In case the Vendor (*Successful Tenderer*) fails to commence the Services from the prescribed date.

5.5 The Tenders received without the prescribed EMD are likely to be summarily rejected.

6.0 Seeking Clarifications

6.1 The Tenderers may seek Clarifications about Scope of Services, Tender Document etc. from Shri M. K. Gupta, M: 09810569166 upto **1700 Hrs. on 19-07-2021**.

6.2 All the Clarifications of general nature, as may be furnished from time to time shall also be uploaded on the Website positively by **1700 Hrs. on 20-07-2021** and shall form an integral part of Terms & Conditions of rendering the Services.

7.0 Submission of Tenders

7.1 The Tender Document shall be downloaded from the website www.niesbid.nic.in

7.2 The Tender, in two parts, Technical Bid (*Packet-1*) and Financial Bid (*Section-IV*) (*Packet-2*) prepared in the prescribed manner, shall be deposited with the Administrative Officer (I/c), against acknowledgement, by **1500 Hrs. on 26-07-2021**.

7.3 The delayed Tenders shall not be considered and the Institute also assumes no responsibility in delayed receipt of Tenders owing to a postal or courier delays.

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

- i) Details of Tenderer (*Appendix-1*).
- ii) Copies of Audited Books of Accounts/Income Tax Returns showing turnover of the Tenderer from similar Services during the last 04 years: 2017-18, 2018-19, 2019-20 and 2020-21.
- iii) In respect of the year 2020-21, a Certificate from a qualified Chartered Accountant showing turnover from the Services will also hold good.
- iv) Copy of PAN and GST Number.
- v) 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.
- vi) Experience Certificate from the highest (*in value*) Client for having rendered the Services during 2020-21.

Besides, the Tender Document (*upto Section-III*), each page duly signed and stamped and the prescribed Earnest Money Deposit shall also be enclosed in Packet-1.

9.0 Quoting of Rates

9.1 The Tenderer shall quote one single amount for entire range of Services per month.

9.2 The amount shall be quoted in Bill of Quantities (BoQ) only (*Section- IV*) and enclosed in Packet-2 : Financial Bid.

9.3 The amount to be quoted should be exclusive of the GST which shall be payable separately.

10.0 Opening of Tenders

10.1 The Tenders received by the prescribed time and those accompanied by the prescribed EMD shall be opened on the same day at 1530 Hrs. (*Packet-1 : Technical Bid only*) by the Tender Evaluation Committee in presence of the Tenderers or their authorized Representatives who wish to be present on the occasion.

10.2 The Tenderers or their authorized Representatives who are present at opening of the Technical and/or Financial Bids shall sign the Register evidencing their presence on the occasion(s).

11.0 Evaluation of Tender

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

11.2 However, the Tender Evaluation Committee, may also assess the capability of a Tenderer to satisfactorily render the Services to the Institute.

11.3 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.

11.4 The Tenderer will be technically pre-qualified on basis of fulfillment of the stipulated eligibility conditions as evidenced by the submitted documents and information/clarifications obtained.

11.5 Therein no weightage matrix for the purpose.

11.6 The names of the Tenderers who are thus technically pre-qualified will be uploaded upon the Website.

11.7 The Financial Bid of only technically pre-qualified Tenderers shall be opened by the Tender Evaluation Committee on the prescribed date and time.

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

12.0 Conditional Tenders

12.1 The Conditional Tenders shall be summarily rejected.

13.0 Right to Accept or Reject Any or All Tenders

13.1 The Institute reserves the right to accept, cancel or reject a Tender and to annul and reject all the Tenders at any time prior to award of the Services without assigning any reason or incurring any liability/obligation to the Tenderers as regards communication of the grounds for such an action or otherwise.

14.0 Period of Validity of Rates

14.1 The quoted Rates shall be valid for a period of 60 days after opening of the Financial Bids.

15.0 Award of Services

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

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

16.0 Performance Guarantee

16.1 The Performance Guarantee for the Services shall be Rs. 60,000/-.

- 16.2 The Earnest Money Deposit of the Vendor (*successful Tenderer*) shall be converted into part of the Performance Guarantee with the balance Rs. 30,000/- being also deposited within 03 days of issue of Letter of Acceptance.
- 16.3 However, the Performance Guarantee shall also be accepted in the form of Unconditional Bank Guarantee in favour of “NIESBUD” issued by any Nationalised Bank valid for full duration of the Services.
- 16.4 If the Vendor (successful Tenderer) wishes to submit the Performance Guarantee in the form of Unconditional Bank Guarantee for the entire amount of Rs. 60,000/- , then upon submission thereof, the Pay Order / Bank Draft of Rs. 30,000/- of Earnest Money Deposit shall be refunded to the Vendor.
- 16.5 The Performance Guarantee shall be liable to be forfeited / enforced upon determination or recession of the Services as provided in Clause 12 (*Section-III*).

SECTION-III

SPECIFIC TERMS AND CONDITIONS

1.0 Supply and Maintenance of Equipment, Tools etc.

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

1.1.1 Lawn Mover (<i>Mechanised</i>)	-	01
1.1.2 Scissors	-	03
1.1.3 Hedge Cutter	-	04
1.1.4 Tree Trimmer	-	01
1.1.5 Axe	-	01
1.1.6 Portable Irrigation System	-	05
1.1.7 Pipe for Watering	-	150 Mtr.
1.1.8 Sickle	-	01
1.1.9 Tasla	-	03
1.1.10 Khurpi	-	03
1.1.11 Shoval	-	03
1.1.12 Brooms	-	<i>As may be required</i>

1.2 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.

1.3 Any non-functioning of a machine, equipment etc. beyond a period of three days will attract appropriate Penalty.

2.0 Provision of Experienced Personnel

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

2.2 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 etc.

- 2.3 The Vendor shall be responsible for getting each of its personnel verified by the local police for Character and Antecedents.
- 2.4 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.
- 2.5 The Personnel shall normally work 8.30 hours Monday to Saturday with 30 minutes Lunch Break.
- 2.6 Besides, the personnel will be allowed 08 Holidays for entire duration of 12 months as may be decided beforehand.
- 2.7 In case a personnel does not report on a particular working day, the vendor shall invariably provide a substitute hand for the same.

3.0 Conduct of Personnel

- 3.1 The Vendor shall ensure proper discipline among its deployed personnel at all the times including Covid appropriate behavior and ensure that none of them indulges in activities detrimental to interests of the Institute and/or unlawful activities.
- 3.2 The Vendor shall also ensure that none of its personnel consumes liquor, intoxicants etc. while on premises of the Institute.
- 3.3 The Vendor shall ensure that no children are deployed for rendering of the Services in violation of the concerned Statute(s).
- 3.4 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.
- 3.5 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.
- 3.6 The personnel shall mark/register daily attendance as per procedure which may be prescribed by the Institute.

3.7 Similarly, the periodic visits of the Supervisor (*atleast twice a week*) shall be duly recorded in a Register to be kept for the purpose.

4.0 Payment of Wages and Benefits to Personnel

4.1 The Vendor shall be fully and exclusively responsible for releasing timely and due wages and other benefits to the personnel viz; Provident Fund; ESI; those under Workmen Compensation Act and other applicable Central/State Acts/Regulations as may be in existence at the relevant time and/or promulgated/made applicable during period of rendering the Services.

5.0 Responsibility of the Institute

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

5.1.1 Water from the designated point(s);

5.1.2 Electricity;

5.1.3 Fertilizers/Manure and Pesticides and

5.1.4 Adequate locked/storage space for Machines, Equipment etc.

5.2 However, personnel of the Vendor shall be fully responsible for safe keep and use of the stored Pesticides etc. at premises of the Institute

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

6.0 Single Point of Contact (SPoC)

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

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

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

7.0 Indemnification of the Institute

7.1 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.

7.2 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 or 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.

7.3 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 moveable or immovable property through the conduct and behaviour of the Vendor's personnel.

8.0 Sub-letting

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

9.0 Payment of the Vendor

9.1 The payment for the Services will be released every month against submission of pre-receipted Bill, for the purpose.

9.2 The payment after applicable TDS, will, ordinarily be released within a week of submission of the Bill(s).

10.0 Penalty

10.1 The Institute will be at liberty to impose a maximum penalty of Rs. 2,500/- upon the Vendor on each of the following occasions, besides other remedies available to it in accordance with the Terms & Conditions of the Services :-

- i) Significant violation of express terms and conditions of the Services and
- ii) Continuous/repeated violation of terms and conditions of the Services despite the same having been brought to notice of the Vendor.

11.0 Abonnement of the Services

11.1 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.

12.0 Determination/Recession of the Services

- 12.1 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 :-
- i) If the Vendor commits breach of any of the terms & conditions of rendering the Services;
 - ii) If the Vendor is found guilty of misrepresentation, concealment of material facts etc.
 - iii) If the Vendor abandons the Services in terms of the previous Clause.
 - 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 subsequently also.

13.0 Force Majeure

- 13.1 The '*Force Majeure*', as generally understood, shall relieve both the parties of their respective obligations.
- 13.2 However, the Vendor shall make all endeavours to keep rendering the Services as long as feasible.
- 13.3 In such a situation, the respective rights and obligations of both the parties shall be determined in a mutually agreed manner.

14.0 Settlement of Disputes

- 14.1 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.
- 14.2 If any question, difference or dispute still remains unresolved, the same shall be subject to jurisdiction of the Courts in the State of Delhi.

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SECTION-IV
BILL OF QUANTITIES

(Amount in Rs.)

Sl. No.	Particular	Amount	
		In Figure	In Words
1.	Monthly Charges for Horticulture Services		

Signature of Authorised Signatory

Date :

***Note:** GST, as applicable shall be payable extra.*

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DETAILS OF TENDERER

1. Name of the Tenderer :
2. Address of the Tenderer :
3. Type of Organisation: Proprietorship Firm/
LLP/Company/Other (*please specify*) :
4. Date of Establishment :
5. PAN :
6. GST No. :
7. Turnover from Similar Services :

2017-18
2018-19
2019-20
2020-21

8. 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)

9. Contact details of the Tenderer:-

Name :

Mobile :

E-mail Id:

Seal and Signature of Tenderer/
Authorized Representative