

INTER-UNIVERSITY ACCELERATOR CENTRE
(An Autonomous Centre of UGC) Aruna Asaf Ali Marg, New Delhi-110 067

NOTICE INVITING E-TENDER

ई-निविदा आमंत्रण सूचना/NOTICE INVITING E-TENDER

निविदा संख्याएनआईटी/आईयूएसी :/ 05 / यू के // 2023

दिनांक : 22/06/2023

Tender Number: IUAC/NIT/ 05 /UK/2023-24

Dated: 22/06/2023

अंतर-विश्वविद्यालय त्वरक केंद्र) आई.यू.ए.सी. (पात्र/अनुभवी पार्टियों से दो बोली प्रणाली नामतः तकनीकी और वित्तीय बोली के तहत ई-प्रोक्योरमेंट पोर्टल के माध्यम से निदेशक, अंतरविश्वविद्यालय त्वरक केंद्र-, नई दिल्ली की ओर से " हॉर्टिकल्चर लैंडस्केपिंग मेंटेनेंस सर्विसेस "के लिए ऑनलाइन बोलियां आमंत्रित करता है।

Inter - University Accelerator Centre (IUAC) invites online bids on behalf of the Director IUAC, New Delhi through e-procurement Portal under two bid system, viz., Technical and Financial bids, from eligible / experienced parties for the work/supply "**Horticulture and Landscaping Maintenance Services**."

निविदा दस्तावेज, सेंट्रल पब्लिक प्रोक्योरमेंट पोर्टल (सीपीपी) <https://eprocure.gov.in/eprocure/app> से मुफ्त में डाउनलोड किए जा सकते हैं। इच्छुक बोलीदाताजिन्, होने ईपंजीकरण नहीं किया है/प्रोक्योरमेंट पोर्टल में नामांकन-, उन्हें भाग लेने से पहले <https://eprocure.gov.in/eprocure/app> वेबसाइट के माध्यम से नामांकन पंजीकरण करना होगा।/बोलियां केवल <https://eprocure.gov.in/eprocure/app> वेबसाइट पर ऑनलाइन जमा करनी होगी। निविदाकारों बोलीदाताओं को/ठेकेदारों/ प्रोक्योरमेंट पोर्टल में दिए गए निर्देशों का पालन करें।-सलाह दी जाती है कि वे ई डी 100 बोली दस्तावेजों को पी.आई. में ब्लैक एंड व्हाइट स्कैन करें जो स्कैन किए गए, दस्तावेजों के आकार को कम करने में मदद करता है।

Tender Documents may be downloaded from Central Public Procurement (CPP) Portal free of cost <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled / registered in e-procurement portal should enroll / register before participating through the website <https://eprocure.gov.in/eprocure/app>. Bids should be submitted online only at website: <https://eprocure.gov.in/eprocure/app>. Tenderers / Contractors / Bidders are advised to follow the instructions provided in the e-procurement portal. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned documents.

केवल ईप्रोक्योरमेंट पोर्टल के माध्यम से प्राप्त बोलियों को ही खोला जाएगा। जो बोलियाँ उत्पादों आपूर्ति/वस्तुओं के कार्य/के वांछित प्रयोजनों को संपूर्ण रूप से पूर्ण करने में अक्षम होगी उन, बोलियों को अस्वीकार कर दिया जाएगा और केवल पूर्ण बोलियों पर विचार किया जाएगा। अंतरविश्वविद्यालय त्वरक केंद्र- के पास बिना कोई कारण बताए किसी भी पूर्ण रूप से/सभी निविदाओं को आंशिक/अस्वीकार करने का अधिकार सुरक्षित है और इस संबंध में आईयूएसी का/स्वीकार निर्णय सभी बोलीदाताओं के लिए बाध्यकारी होगा।

Only bids received through e-procurement portal will be considered for opening. Bids not covering full scope of work/supply of the products/goods will be rejected and only complete bids will be considered. IUAC reserves the right to accept / reject any / all tenders in part / full without assigning any reasons whatsoever, and the decision of IUAC in this regard will be binding on all the bidders.

ई.डी.एम. का भुगतान करने के लिए बोलीदाता को भुगतान विकल्प का "ऑनलाइन"

चयनकरना होगा जो, <https://services.sabpaisa.in/pages/iuac.html> लिंक पर जाकर लागू होगा। बयाना राशि ऑनलाइन भुगतान के रूप में होगी और इसे बोली खोलने से पहले जमा किया जाना चाहिए। एम.एस.एम.ई.एन./एस.आई.सी. में पंजीकृत बोलीदाताओं को ई.डी.एम. के भुगतान से छूट दी गई है। एम.एस.एम.ई.एन./एस.आई.सी. (कार्य के लिए पंजीकृत इकाई/निविदा की गई वस्तु) से पंजीकृत निविदाकारों को तकनीकी बोली के साथ वैध पं रण प्रमाणपत्र की प्रति <https://eprocure.gov.in/eprocure/app> वेबसाइट पर अपलोड करनी होगी।

Bidder has to select the payment option as "online" to pay the EMD as applicable by going to the link <https://services.sabpaisa.in/pages/iuac.html>. The Earnest Money Deposit shall be in the form of online payment and it should be deposited before the bid opening. Bidders registered with MSME/ NSIC are exempted from payments of EMD. Tenderers registered with MSME/NSIC (the unit being registered for the item/work tendered) are required to upload copy of valid registration certificate in the website <https://eprocure.gov.in/eprocure/app> along with technical bid.

बोलीदाताओं को इस बात को विशेष ध्यान में रखने की सलाह दी जाती है कि वे अनिवार्य रूप से उपलब्ध कराए गए प्रारूप में ही अपनी वित्तीय बोलियां जमा करें और कोई अन्य प्रारूप स्वीकार्य नहीं होगा। यदि मूल्य बोली निविदा दस्तावेज के साथ मानक .XLS BOQ प्रारूप के रूप में दी गई है, तो इसे ही डाउनलोड करना होगा और प्रारूप को संशोधित किए बिना ऑनलाइन भरना और जमा करना होगा। यदि बोलीदाता द्वारा BOQ फाइल को संशोधित पाया जाता है, तो बोली को अस्वीकार कर दिया जाएगा।

Bidders are advised to note that they should necessarily submit their financial bids in the format provided

and no other format is acceptable. If the price bid has been given as a standard .XLS BOQ Format with the tender document, then the same is to be downloaded and to be filled and submitted online without modifying the format. **If the BOQ file is found to be modified by the bidder, the bid will be rejected.**

उपरोक्त निविदा के संबंध में कोई भी शुद्धिपत्र संशोधन केवल <https://eprocure.gov.in> और www.iuac.res.in वेबसाइट पर जारी किया जाएगा। बोलीदाता, अपनी बोली जमा करने से पहले निविदा दस्तावेज से संबंधित, प्रकाशित होने वाले किसी भी शुद्धिपत्र की जानकारी रखें। निदेशक, अंतरविश्वविद्यालय त्वरक केंद्र- के पास बिना कोई कारण बताए किसी भी अस्वीकार करने/पूर्ण रूप से स्वीकार/सभी निविदाओं को आंशिक/का अधिकार सुरक्षित है।

Any Corrigendum / Amendments in respect of above tender shall be issued on website <https://eprocure.gov.in> and www.iuac.res.in only. Bidders should take into account any corrigendum published on the tender document before submitting their bids. The Director, IUAC reserves the right to accept/reject any/all tenders in part/full without assigning any reasons thereof.

E-TENDER DOCUMENT

Name of Work	Horticulture and Landscaping Maintenance Services at IUAC campus
Tender No.	IUAC/NIT/05 /UK/2023-24
Tender Value/Estimate only	Rs. 60,00,000/- (Sixty lakhs only)
Earnest Money Deposit	Rs. 120,000/- (One Lakh Twenty Thousand)
Online link for EMD and Tender Fee	https://services.sabpaisa.in/pages/iuac.html
Bid Submission End Date	13/07/2023 at 3.00 PM
Technical Bid (Part-A) Opening Date	14/07/2023 at 3.30 PM
Price Bid (Part-B) Opening Date	To be intimated later
Contact Persons	Administrative Officer(S&P), Email :iuacstores@gmail.com Phone: 2412 6018, 2412 6022 (Ext.205) Administrative Officer (Estate) Email: iuacstate@gmail.com Phone: 2412 6018, 2412 6022 (Ext.204)

GENERAL CONDITIONS OF TENDER

1. **Submission of Tender:** Tenders should be uploaded on CPP portal in Two Parts separately, i.e. "Technical bid" (Part-A) and "Price bid" (Part-B). No other mode of submission will be accepted.

Tender acceptance letter (as per annexure –VI) on bidders letter head duly signed and stamped by the bidder as acceptance of all terms and conditions of tender.

Any clarifications/amendments/corrigenda etc., to NIT before last date of submission of bid will only be available on website: [www.http://eprocure.gov.in](http://eprocure.gov.in) Therefore, the bidders are advised to keep visiting this website.

2. **Technical Bid (Part-A):** In this bid, the bidder should submit his company profile, organizational setup, credentials, copies of work orders successfully executed during last five years, copy of Income-tax clearance certificate and earnest money deposit. No deviations in respect of NIT conditions are acceptable.

The following specific conditions are essential for pre-qualification: -

(1) The bidder should have an office in the Delhi/NCR region.

(2) Earnest Money Deposit (NSIC/MSME registered bidders are exempted from EMD).

(3) Copies of work orders for "Horticulture and Landscaping Services" successfully executed during the last 5 years for reputed Public Ltd. Companies, Public Sector and other Govt. Institutions in the following manner:

Three similar works, each of value not less than Rs. 24.00 lakhs per annum

OR

Two similar works, each of value not less than Rs. 30.00 lakhs per annum

OR

One similar work of value not less than Rs.48.00 lakhs per annum

Satisfactory work completion certificate from at least three clients with contract details shall be enclosed. The work order and completion certificate should be for the same work.

3. The Agency should have an average turnover of minimum Rs.80 Lacs (Rupees Eighty Lacs only) at least for the any of the three financial years i.e. 2019-20, 2020-21, 2021-22 & 2022-23. (Copies of Income Tax Returns/Audited Balance Sheets shall be enclosed).

4. Copies of Labour Licence, ESI, EPF and GST Registration and a copy of latest annual EPF statement of existing manpower shall be enclosed.

5. IUAC reserves the right to visit the working sites mentioned by bidders as proof experience to ascertain the quality of service rendered. The bidder will have to arrange for such a visit, if required.

6. An undertaking as per annexure -II (for not been blacklisted by any authority/organization).

7. Solvency Certificate for Rs.60 lacs to be submitted (as per annexure-III).

8. Bid Opening & evaluation : (i) Technical bid (Part-A) will be opened and evaluated as per the eligibility criteria mentioned in clause 2

(ii) Financial bids (Part-B) of technically qualified bidders only will be opened.

9. **Price Bid (Part-B):** In this bid the bidder is required to quote his items rates/prices for the job mentioned in the scope of work in the Standard .XLS Format provided. The bidder is required to quote the amount at Sl.Nos. 6, 8 of Annexure –V. The rates for S. No.1 in PRICE BID (Man Power Monthly Wages) are taken into consideration of prevailing minimum wages applicable as on 20-04-2023. However, in case of any revision of minimum wages from the labour department of NCT Delhi Govt. during the contract period, the difference will be reimbursed by IUAC upon submission of

documents of payment of enhanced wages to the workers. Bidders should quote unconditional rates.

To avoid any malpractice in the payment of wages/salary/statutory obligations such as EPF/ESI/BONUS/GRATUTY for the job quoted in must be in conformity with the Govt/Statutory laws/by laws/regulations keeping in view of the horticulture & landscaping services to be provided including charges for uniform, consumables, statutory dues etc.

10. **Earnest Money:**

(i) Earnest Money Deposit: Bidder has to select the payment option as “online” to pay the EMD as applicable by going to the link <https://services.sabpaisa.in/pages/iuac.html> . The Earnest Money Deposit shall be in the form of online payment and it should be deposited before the bid opening. Bid Security shall be refunded to the un-successful bidders on award of contract and to successful bidders on receipt of Performance Security. EMD is the mandatory requirement however the MSMEs/NSIC registered with Government Agencies are exempted from payment of Earnest Money Deposit (EMD) subject to conditions given below:

i) MSMEs participating in the tender must submit valid & authorized copy of certificate of registration. The MSME’s Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSME’s certificate matches with the nature of the services and goods/items to be supplied as per Tender.

ii) The registration certificate issued by agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.

iii) The MSMEs who have applied for registration or renewal of registration with any of the authorised agencies/ bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.

(iv) MSME is required to submit Bid Securing Declaration form Annexure-

11. **Validity of Tender:** Tender shall be valid for our acceptance without any change in rates and NIT conditions for a periods of 90 days from the date of opening of price bid.

12. **Escalation:** Contractor will be given actual reimbursement of the increased wages paid to his workers on the basis of increase in statutory minimum wages as decided by the labour department, Govt. of Delhi from time to time. Other than the above, no escalation shall be paid during the execution of contract period.

13. **Scope of Work:** Detailed scope of work, terms and conditions, specifications etc. are enclosed with this NIT as per Annexure-I.

14. **Period of Contract:** The contract will be for a period of one year initially with a trial period of 3 (three) months. If the services during the trial period are satisfactory, the contract will be renewed for the remaining period of 9 (Nine) months. In case the services during the trial period are not satisfactory, the contract will be terminated with two weeks' notice. The IUAC may renew/extend the contract to such further period (s), as it may deem proper and in any case not exceeding three years from the date of commencement of work on the same terms and conditions having regard to the quality and manner of the contractor's performance. However, it shall be with consent/written request by the contractor in this regard.

15. **Deviations:** No deviation from the stipulated terms and conditions will be allowed. Tenders should be unconditional.

16. **Site Conditions:** Contractor shall acquaint himself fully with the site conditions and the working environment of IUAC before quoting his rates and he has to submit the undertaking/site visit declaration for as per annexure VII. No compensations on account of any site difficulties will be entertained at a later date, after award of the works.

17. **Terms of Payment:** The payment shall be made on submission of the bills (format to be approved by the Centre) by the contractor after due certification by the IUAC person responsible for supervision of the work in the following manner:

The contractor shall disburse the wages to its workers deployed in IUAC within 7th day of each month through their bank account through e-transfer mode only and not in cash or cheque.. The contractor shall submit the monthly bill after disbursing the wages along with attendance sheet and the same shall be paid by IUAC after applying usual checks and also after deduction) of usual taxes or/and other dues, if any. In the bill, the contractor will clearly indicate the break-up of monthly payment details of each category of staff along with the contractor's service charges. The contractor will clearly indicate the gross wages etc., each & every deduction made and net payment made to each person. Documentary proof has to be provided that the bank has transferred the amount in the accounts of each worker and also the receipt of EPF, ESIC and GST submission proof) of previous month with the claim raised for reimbursement. The payment will be made on reimbursement basis only and not in advance. Normally, the bills are paid within 10 working days of receipt of complete documents. The contractor shall ensure to pay the wages in time irrespective of delay in payment of bill by IUAC for whatever reason. In other, words, the contractor will not link the months of successful completion of the contract and settlement of all the dues, if

ii) There should not be any deductions e.g. advance etc. from the employee's wages in the Wages Sheet except absenteeism.

18. Security Deposit/Performance bank guarantee: On award of work, the contractor shall furnish a performance bank guarantee valid for fifteen months from the date of issue of LOI equivalent to one month contract value. There is no exemption in submission of Security Deposit / Performance Guarantee to MSME registered bidders. In the case of extension of contract after the first year, fresh bank guarantee for the new contract has to be submitted equivalent to one month contract value. Besides the above,

19. Manpower: The contractor will provide:

(1) Contractor should deploy 15 nos. of Gardener's, who will be responsible for their assigned regions. They should be paid minimum wages (Un-Skilled Category) as per the notification of wages by labour department, Government of NCT of Delhi along with EPF/ESI/BONUS facility.

(2) One Semi-skilled gardener to be supplied by the contractor for bio-waste management.

(3) Supervisor: - The Supervisor should have at least 5 years experience in supervisory capacity in Horticulture. He should be got approved by IUAC before deployment at site. He will work full time at site and will be responsible to IUAC and not to the Contractor and hence report directly to IUAC representative. He will supervise and implement the job from IUAC site. Contractor shall make arrangement for replacement of Supervisor whenever he is on leave. Outside work i.e. repair of lawn movers, replacement of material shall be the sole responsibility of the Contractor. Workers provided to IUAC will not be allowed to leave the site for any such activity. He should be paid minimum wages (Skilled Category) as per the notification of labour department, Government of NCT of Delhi along with EPF/ESI facility.

20. Deductions / Penalty:

Wage will be deducted for each unattended duty/job. If any employee is absent for more than 2 days, contractor should immediately make an alternative arrangement.

IUAC will be free to deduct the amount of penalty for any of the violations as shown below.

<u>VIOLATION</u>	<u>AMOUNT OF PENALTY</u>
1. Payment of wages from 11 th to 15 th day of month	2% per day of the payable one month's payments for delayed days
2. Payment of wages after 15 th day	2.5% per day of the payable one month's

Of month	payment for delayed days.
3.. Non-compliance of any valid Written directions of IUAC	Will be decided on case to case

21. Minimum Wages: The monthly wages to be paid to the personnel shall never be less than the minimum wages decided by the Delhi Administration from time to time in addition to benefits like EPF/ESI calculated on the total monthly wages (not any part of age). In case of revision in wage by Labour Department of Govt. of Delhi from time to time, the difference shall be paid on submission of paid wage sheet. If contractor wishes to pay more than the minimum wages to his manpower, he is at liberty to do so and consider the same in his overhead and profit component accordingly.

22. Monthly Wages: The contractor will deposit the monthly wages to his workers in their accounts within 1st week of each month. However, IUAC reserves the right to make payment of wages to contractor's persons directly in the event of receipt of any complaint from his worker (s) regarding delayed payment or non-payment of wages and recover the amount so paid along with 10% overheads from the contractor's bill. Delay in making monthly wages to his staff working at IUAC will be considered as disqualification on contractor's part and this will lead to termination of the contract. In such a case, IUAC's decision will be final.

23. EPF, ESI, BONUS and GRATUITY: EPF and ESI numbers of manpower deployed at site by contractor should be furnished to IUAC along with the documentary evidence. EPF statement of all the manpower deployed by the contractor should be submitted to IUAC periodically or as and when asked for. Original ESI cards of employees should be shown to IUAC for verification and photocopies of the same to be submitted. On the expiry of contract, contractor has to submit the clearance certificate from

24. all the manpower deployed by him indicating no dues towards wages, EPF settlement etc., Contractor has to sign the EPF settlement papers for the people who leave the organization while working at IUAC and also after completion of the contract in our presence in case of a complaint or a dispute between contractor and his workmen. Bonus shall be paid to the workers as per the Payment of Bonus Act, 1965 once in a year and the same will be reimbursed by IUAC on submission of documentary proof. Gratuity shall be paid as per the Gratuity Act, 1952.

25. Uniform & Shoes: The contractor will provide two set of summer & one set of winter uniform to each of the employee deployed at site including stitching charges. The quality/colour of the uniform should be got approved by IUAC before procurement of the same. In the event of extension of contract after first year, fresh pair of uniform (two summer sets and one winter set) to be provided to each employee deployed at site. They are deemed to be included in contractor's scope and to be quoted separately at S.no.7 of Annexure – V. The contractor would be given one warning note/ mail for non-compliance of uniform by the gardener. Post-warning, if any worker found without uniform will attract a penalty to the contractor at the rate of Rs.100/- per day/per worker.

26. The contractor will also provide one pair of safety shoes of Liberty make Art. No. 7198- 01 (N) /Bata/ Action make or equivalent to each of the employee deployed at site including two pair of socks. The make/model no. of shoes should be got approved by us before procurement of the same. In the event of extension of contract after first year, fresh pair of safety shoes and socks to be provided to each employee deployed at site. They are deemed to be included in contractor's scope and to be quoted separately at Sl. no.7 of Annexure – V.

27. Labour Laws: 1) The contractor will abide by all the rules and regulations related to labour laws, accident, workmen compensation act, workmen insurance, ESI, EPF, BONUS, GRATUITY etc. This will be the sole responsibility of the contractor. Inter University Accelerator Centre will not be a party at any stage in any of the disputes relating to the above. In case, any liability arises due to non-conformance by the contractor, under no circumstances IUAC will be liable for the same.

28. The contractor shall also furnish details of any legal suit/legal action pending especially with regard to any violation in the PF Act, ESI Act, Bonus Act, Gratuity Act, Labour Laws, Income Tax Laws etc. A certificate to the effect that no liabilities are pending with PF commissioner of the region / area where the agency has valid contracts along with copy of annual EPF returns be submitted with the tender.

29. The contractor's workers working inside the IUAC campus will abide by the rules & regulations of the Centre. Any damage to the IUAC property due to mishandling, carelessness on the contractor's or his workman's part will be recoverable from the contractor's bills.

30. IUAC reserves the right to reject any or all the tenders in full or in part without assigning any reasons whatsoever, and the decision of the Centre in this regard will be binding on all the bidders. Tenders not complying with any of the provisions stated in this tender document are liable to be rejected. Director, IUAC reserves the right to accept or reject any tender without assigning any reason and does not bind himself to accept the lowest tender.

31. Contractor should depute qualified & experienced supervisor (minimum 12th passed) dedicated for this site, who will co-ordinate work execution activities and interact with the IUAC representative responsible for supervision of work.

32. All the workers deployed at IUAC site will have to carry valid gate-passes, which will be issued only after submission of their bio-data in desired format and police verification. Any negligence/offence on their part will attract immediate removal from the site. The persons to be deployed by the Agency should not have any Police Records/ Criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of all workers to be deployed at IUAC by the service provider will be got verified from local police by the service provider at its own cost and submit the report there of in IUAC. The agency will also ensure medical examination of all the persons deployed in IUAC before deployment from the doctor (M.B.B.S or above) and ensure submission of fitness certificate at the time of joining. IUAC shall reserve the right to accept or reject the worker recommended by the agency. The Service Provider shall withdraw such workers who are not found suitable by this office for any reasons immediately on receipt of such a request. An authenticated bio-data (including his bank account number, mobile number etc.) of each worker has to be provided by the agency while deploying him in

IUAC.

33. That the persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the IUAC Office. The service provider shall ensure proper conduct of these persons in office premises, and enforce prohibition of consumption of alcoholic drinks, Paan, Smoking, Loitering without work and gambling.

34. The Agency shall keep the IUAC indemnified against all claims whatsoever in respect of the employees deployed in IUAC AT VARIOUS POINT OF TIME. In case, any employee of the Agency so deployed enters in dispute of any nature whatsoever, it will be the sole responsibility of the Agency to contest the same at appropriate forum(s). In case, the IUAC is made a party and is supposed to contest the case, the IUAC will be reimburse the actual expenses which shall be paid in advance by the Agency to the IUAC if such a request is made by IUAC in writing.

35. The contractor will provide for all necessary materials, tools, equipment etc. needed for execution of the works. Safe custody of all such material will be contractor's sole responsibility. No extra charges will be paid for the same.

36. Watch and Ward of all material shall be the sole responsibility of the contractor and pilferage etc. shall be entirely to his account.

37. All the workers deployed at site by the contractor should be given one weekly off in every 7 days or as many Sundays in any given month. If in case they are performing extra duty on Sundays / holidays, they should be paid extra for the same by the contractor. Charges for this extra labour should be quoted separately as in item#5 of Schedule of Rates for Labour.

38. In addition to the above, 3 National Holidays (26 th Jan, 15th Aug. & 2nd Oct.) and any special mandatory holidays as declared by Govt. of India from time to time should also be given.

39. All the workers will mandatorily be covered under insurance against any personal accident and IUAC will not be liable for payment of any compensation on that account.

40. Workers deployed by the contractor at IUAC site for carrying out contracted works is strictly prohibited being associated with any other works on the campus.

41. If any contractor's worker is found to be misbehaving or to be negligent in the duties assigned to him, IUAC reserves the right to seek his removal from IUAC, with suitable replacement within 24 hours.

42. In case of any injury to contractor's worker at IUAC campus, due to any reason, the contractor shall be responsible for taking the person to the hospital/nursing home/dispensary for treatment at his own cost. If in the case of emergency IUAC vehicle is used, IUAC incurs any expenditure on the treatment of the person, the contractor will be suitably charged for the same.

43. No Material belonging to the contractor whether consumable or non-consumable should be brought inside the IUAC campus without proper entry at the Main gate nor any material should

be taken out without proper gate pass issued by the center.

44. Tender once submitted will remain with the center and never be returned to the bidders.

45. Important: Bidders must sign with their Company/Firm's seal on each page of the tender token of acceptance of all the terms and conditions mentioned therein.

46. Correspondence: All the correspondence in respect of tender/contractual obligation shall be made to A.O.(S&P), Inter-University Accelerator Centre, Aruna Asaf Ali Marg, New Delhi-110067.

47. Termination of Contract: The Director, IUAC reserve the right to terminate the contract on account of poor workmanship, failure to mobilize site within 30 days, non-compliance of set norms/specifications for the works, delay in progress of work, violation of any contract provisions by the contractor. In such cases, the Bank Guarantee equivalent to one month's contract value held with Centre and the EMD will be forfeited by IUAC. The contract can also be terminated at the request of either party with two months notice period or else to pay two months contract value in-lieu of the notice period. Centre reserve the right to increase or decrease the manpower.

48. Dispute Resolution: Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Director, IUAC, New Delhi.

49. The decision of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of Arbitration shall be borne by the respective parties in equal proportions. Arbitration proceedings will be held at Delhi/New Delhi only.

50. Even though the service provider(s) may satisfy the terms and conditions, they may be disqualified:

(a) If they have made misleading or false representation of facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document.

(b) If they have records of poor performance such as abandoning work, not properly completing the contract or financial failure/weaknesses.

(c) If confidential inquiry reveals facts contrary to the information provided by the agency.

(d) If confidential inquiry reveals unsatisfactory performance.

(e) If on inspection of works in progress or completed by the agency, it is found that work is not satisfactory.

51. Any dispute arising out of this contract will be subjected to jurisdiction of New Delhi/Delhi.

Accepted(Signature of the Bidder)

ANNEXURE-I

SCOPE OF WORK

(1) The scope of work include timely irrigation, weeding, mowing of lawns, hoeing, trimming, pruning, cutting of edges of beds or lawns, sweeping, stacking of trees, shrubs, climbers, creepers etc. for the best maintenance and upkeep of all landscape features including cleaning of stones, rocks, pebbles etc.

(2) DETAILS OF LANDSCAPE AND HORTICULTURE WORK

The Campus area of IUAC is 25 acres wherein our Office and Residential Complex are built-

up. The landscape and horticulture work is being gradually developed in the Campus. The following is the present status by lawns, Shrubs and Trees etc.

1. Landscape area where grass is developed – 27000sq. mtrs.
2. Ground cover creepers and shrubs are – 70000sq. mtrs.
3. Trees – 4500 Nos.
4. Flower beds for seasonal (approx. 2000sq. Mtrs.)
5. Pots – 1500 Nos.

(3) Tools and Tackles: The contractor will have to provide all necessary tools, high density high pressure hose pipes required to do all the horticulture operations with following minimum quantities:

(a) High density high pressure rubber hose pipe of watering 50 mtrs. Per Gardener plus 100 mtrs in reserve – Total 900 mts. length of high pressure rubber hose.

(b) Good quality lawn mowers (to be approved by IUAC official) one with each worker (Mali) and 3 nos. in spare – Total 17 Nos. It must be ensured that at no time there is Mali without a working lawn mower. In addition, there will also be a diesel lawn mower (heavy Duty type with make etc. to be approved by IUAC) provided on the site. Large size areas lawn mowing will be done by diesel operated heavy lawn mower regularly by separately identified persons other than above said Mali's. Consumables required for lawn mowers have to be taken into account in the item No.4 of Price bid. No separate payment will be made for consumables including diesel operated lawn mower.

(c) One Cycle-Rickshaw and tow three-wheel trolleys for shifting/transporting the material inside the campus.

(d) Spray Guns for insecticides – 2 nos.

(e) All the tools and materials which come daily use i.e. khurpi for removing weeds. kenchi, spade, bucket, hazara and jute sack hedge cutter rose cutter are to be supplied in

sufficient quantity.

The Tools and Tackles mentioned above are deemed to be included in contractor's scope and to be quoted separately at S. no.7 of Annexure – II.

4. All the lawns will be manures one inch over the surface once a year and required fertilizer to be applied as and when required as per instruction of the clients. The payment for this will be made after verification of the quantity.

5. The contractor will have to keep lawns, shrubs, ground cover and other area free of weeds, failing which a penalty will be imposed if defects pointed out continued for more than two weeks.

6. All the landscape will have to be kept absolutely clean, well swept with well-moved lawns. Failing which a penalty of Rs. 1000/- per day will be imposed if the defect pointed out continues for more than a week.

7. The trees, shrubs, creepers, climbers will have to be trained and pruned to keep them in desired shape.

8. Seasonal flowers will have to be grown in proper colour schemes after making seasonal flowerbeds wherever desired. Such area will not increase more than 1/10 th of the total green area. No separate payment will be made for seasonal flowers, except for the seeds links if to be obtained from outside, for which prior sanction will be required.

Contractor needs to do advance planning for flower plant/seasonal for the coming season so that the flower blooms in time.

9. Repairing and replacement of tools, tackles, lawns movers, hose pipes and all the things mentioned in the scope of work.

10. Providing the materials such as good earth, manure etc. and ensuring that it is of good quality and delivered in specified area only. Quality/quantity will be checked at the entry point and same will be checked by IUAC personnel. If discrepancies found suitable deduction will be made.

11. Any additional development work required will be supervised by the contractor's supervisor.

12. Mali's should have valid I Card of Contractor.

13. Water points are provided normally at the separation of 40 mtrs. Distance in all horticulture

areas. Sprinklers area to be provided by the contractor. Water is made available by the Centre but its management will have to be done by the contractors as per IUAC instructions.

14. Contractor/contractor's representative should report at least once a week at the site at specified time given by IUAC.

15. The contractor will attend meetings as and when required in connection with improvement of works.

16. Disposal of vegetation comes out during day-to-day maintenance; melba etc. will be the responsibility of the contractor. Disposal will be outside IUAC at a place allowed by MCD.

17. Pits made for putting dry leaves and cut grass etc. for making manure should be managed appropriately by providing cow dung/vermicompost (to be paid by IUAC).

18. Plant protection measures will be the responsibility of the Contractor to save the plants against insects and diseases. All arrangements will be made by the contractor and will apply proper insecticides on time-to time basis.

19. If yellow/patches appear in lawns it should not remain for more than 7 days. Contractor should take corrective measures, failing which a penalty of Rs. 100/- per day per area will be imposed.

20. Any damage to plants, shrubs, trees, creepers, climbers, ground covers, grass etc. will have to be replaced by the contractor free of charge. If contractor is unable to repair the damage deduction will be made from his bill and necessary replacement will be done at his cost and risk with 20% penalty on total expenditure incurred in replacement.

21. Contractor is responsible for maintenance of flower beds, including preparation of beds digging, breaking of clods, adding and mixing of manure, plantation of seasonal flower, watering removal of weeds changing of new seasonal plants etc.

22. Contractor will maintain nursery inside the campus, and will be responsible for sowing seasonal and other plants in consultation of client.

23. The contractor will not be allowed to sublet the contract.

24. No hutments will be allowed inside the campus, except in special cases on prior permission and for temporary periods.

25. The contractor or his designated representative shall be experienced in horticulture maintenance/development job, who will be responsible for proper maintenance of the Centre's horticulture and all the tools and tackles and ensuring that all the points mentioned in the scope of work are well taken care of. He will submit the weekly report in specified format.

26. Besides all the items specified in the schedule of work, the agency should ensure that landscape inside the campus is always kept in neat and tidy condition.
27. All grass/vegetation etc. by the roadside herbs will be removed by the contractor.
28. Labour Attendance Register shall be maintained at site to record the strength of gardener employed daily.

29. The number of workers mails' required may vary, depending upon the nature of work; their attendanceshall be recorded daily. The attendance record will be submitted along with the monthly bill.
30. The decayed dried plants cut grass, trees, trunk rubbish etc. should be disposed off outside thecampus or in specified pits and should not be burnt.
31. Supply and suing insecticides/pesticides if required.
32. Sprinklers should be provided and used for watering for all wide lawns.
33. Cleaning of Jogger's path at west side of the IUAC campus, steps at football ground AmaltashDust-bin are under the preview of the Horticulture maintenance contract.
34. Maintaining pots with live plants inside office building is under the purview of the horticulturemaintenance contract.
35. If the performance of the supervisor is not satisfactory, IUAC can request to change the supervisor.
36. Man power as mentioned in NIT may increase or decrease as per discretion and requirement ofIUAC with the same terms and conditions mentioned in NIT.

SCHEDULE OF HORTICULTURE
OPERATIONS

Maintenance of existing lawns – Time Schedule

- | | | |
|----|-----------------------------|--|
| 1. | Weeding/hoeing | Once a month (15 days during rainy season) |
| 2. | Mowing the lawns
season) | Once a fortnight (7 days during rainy |
| 3. | Manuring | One a year (September) |
| 4. | Watering | Daily |
| 5. | Cleaning | As and when required |

Maintenance of flower beds:

- | | | |
|----|--|---------------------------------|
| 1. | Preparation of beds by digging, breaking of
per season clods and adding of manure | Three times a year as |
| 2. | Mixing of manure | As per requirement |
| 3. | Plantation of seasonal plants | As per season (3 times in year) |
| 4. | Watering/hoeing | As and when needed |
| 5. | Maintenance of plants, creepers and shrubs,
when required weeding, watering, trimming | As and |

Maintenance of potted plants:

- | | |
|--|--------|
| Hoeing, weeding, watering, manuring,
when required application of fertilizers and painting the pots | As and |
|--|--------|

Maintenance of nursery:

- | | |
|--|---|
| Propagation of seasonal and perennial plants,
trees, shrubs, ground covers, pot plants etc.
seasonal | Activity to be prepared for plating

plants and replacement of
perennial plants, shrubs, trees,
ground cover etc. |
|--|---|

ANNEXURE-II

(Undertaking on a Letterhead)

I / We (bidder) hereby give an undertaking that:

1. I / We have not been blacklisted / on holiday list / debarred during last three years by any Govt. Department/Govt. Autonomous Body/Institution, etc.;
2. I/We do not have any dispute with any of the Govt. Departments/ Govt. Autonomous Bodies/Institutions, etc.;
3. I/We have never been certified as 'Unsatisfactory Performer' for the said services provided to the Govt. Departments/ Govt. Autonomous Bodies/ Institutions;
4. I/We have not submitted any fake/forged certificates/ documents and later, if any such 'Certificates/Documents' found to be fake/ forged or contains willful wrong/incorrect information, suitable legal actions may be initiated against me/us/agency and the agencies /bidders shall be debarred from tendering with the the Institute.
5. I/We shall not withdraw my/our bid after opening of Technical Bid and if done so, the IUAC and the agencies/ bidders shall be debarred from tendering with the Institute.

Seal and Signatures of the Authorized
Person of the Agency

Name and designation of the
authorized person of the agency

Place
Date

ANNEXURE-III

Solvency Certificate from Bankers of the Company in the following form:

FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s.

having marginally noted address, a customer of our bank are/is respectable and can be

treated as good for any engagement up to a limit of Rs.

(Rupees)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)
For the bank

Note:

(1) Bankers certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(2) In the case of partnership firm, certificate should include names of all partners as recorded with the bank.

PROFILE OF THE TENDERER
(To be given on the company Letter Head)

1. The Company:
 - a) Name :
 - b) Regd. Address:
 - c)Address of Office at Delhi/NCR:
 - d) Contact

Person's:
 - i)Name &

Designation:
 - ii)Tel No. Land line/Mobile:
 - iii) Email ID:
2. Type of Firm :
(Partnership/Private/Public Ltd./NGO/PSU etc)
3. PAN Number:
(Please enclose self attested photocopy)
4. TIN Number:
(Please enclose attested photocopy)
5. Goods & Service Tax Reg.
Number: (Please enclose self
attested photocopy)
6. EPF Reg. Number:
(Please enclose self attested photocopy)
7. ESI Reg. Number:
(Please enclose self attested photocopy)
8. Annual Turnover for any of the three
below:

2022-23
2021-22
2020-21
2019-20

(Please enclose copies of attested audited balance sheet and P&L account)

9. Experience of similar work in the field during the last five financial years

Name of organization	Value of contract	Period of contract

Please submit the copies of documentary evidence such as work order and corresponding satisfactory job completion certificates from clients specifying value and period of work order.

10. Infrastructu

re details:

Workforce

(Nos):

Tools/machines:

(Please enclose the list giving employee-wise name, EPF /ESI/UAN numbers)

Signature of authorized signatory

Name:
Designation:
Seal:

Annexure – V

PRICE BID (PART B)

S. No.	Particulars	Minimum wages	Wages quoted by the agency in Rupees per month	Total
1.	Monthly Charges for Horticulture and Landscaping Services			
a)	Supervisor (skilled category) 01 Nos	20903x1	20903	20903
b)	Gardener for Bio-vest management -(Semi-skilled) 01 Nos	18993x1	18993	18993
c)	Gardener (un-skilled) - 15 Nos	17234x15	258510	258510
Total monthly wages			298406	298406
2.	Bonus @8.33% of wages (a+b+c) as per eligibility		24857	24857
3.	Charges towards EPF Amount	(12%+1% Admn. charges) on item #1 (Rs.255000/-)	33150	33150
4.	Charges towards ESI Amount	(3.25% on item # 1	9698	9698
5.	Total of Item (1+2+3+4)		366111	366111
6.	Charges towards Consumables, Tools & Tackles, Safety Shoes & Uniform etc., as per clause no.3 of Annexure-I and clause 25 of General Terms & conditions			
7.	Total (5+6)			
8.	**Agency service charges per month in percentage of sr. no. 7 above			
9.	Total amount (In figures)			
Total Amount in Words:				

*GST will be extra as applicable

**Agency charges to be filled in BOQ Templet in Amount by calculating percentage of serial no. 7. The Agency Service Charges should not be below 3.85 % and it should not exceed 7% in any case.

In Col No.6 Zero amount should not be quoted. If Zero amount is quoted, the bid will be disqualified.

Price Justification should also be given for col. No.6 in a separate sheet.

Note:

The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.

(Signature of the Bidder with official seal)

**TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)**

To

The Director
Inter-University Accelerator Centre Aruna
Asaf Ali Marg
New Delhi- 110 067

Sub: Acceptance of Terms & Conditions of the Tender Document. Tender Ref.

No.: IUAC/NIT/ /UK/2023-24

Name of the Tender/Work: Horticulture & Landscaping Maintenance Services

Dear Sir,

I/We have downloaded/obtained the tender document(s) for the above mentioned “Tender/Work” from the website(s) namely: as per your advertisement, given in the above mentioned website(s).

1. We hereby certify that we have read the entire terms and conditions of the tender documents from Page No.01 to 22 (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and we shall abide hereby the terms/conditions/clauses contained therein.
2. The corrigendum(s) issued from time to time by your department/organizations too have also been taken into consideration, while submitting this acceptance letter.
3. We hereby unconditionally accept the tender conditions of the above mentioned tender document(s)/corrigendum(s) in its totality/entirely.
4. We do hereby declare that our firm has not been black listed/debarred by any Govt. Department/Public Sector Undertaking/Autonomous body.
5. I/We certify that all information furnished by our firm is true & correct and in the event that the information found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudiced to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Date:

Yours faithfully,

(Signature of the Bidder
with official seal)

ANNEXURE VII

Certificate/ Undertaking (Site Visit)

This is to certify that we have visited the site where IUAC Campus at Inter-University Accelerator Centre, Aruna Asaf Ali Marg, New Delhi -110067 on . and assessed the actual situation & nature of site. We have also assessed the amount of work involved at site for tendered work before submitting our offer. We will be able to complete the above work within stipulated time as per site conditions.

We further undertake that no extra cost will be claimed by us later-on for any difficulties/ modifications involved during the execution of tendered works. We understand that work is to be executed in an already operational/ functional institute.

(Signature of the Bidder, with Official Seal)

ANNEXURE VIII

BID SECURING DECLARATION FORM
TO BE SUBMITTED BY MSME/NSIC ONLY ON COMPANY'S LETTER HEAD

Tender No.

Date:

To:

The Director

UAC New Delhi-110067

I/We, the undersigned, solemnly declare that:

I/We understand that, according to your conditions of this Tender document, bids must be supported by a Bid-Securing Declaration in lieu of Bid Security Deposit.

I/We unconditionally accept the condition of this Bid Security Declaration that I/We will automatically be disqualified / suspended from bidding for any contract with IUAC, New Delhi for a period of two years starting from the last date of receipt of this bid/tender, if I/We are in a breach of our obligation(s) under the bid conditions, if I/We:

(a) withdraw / modify / amend/ impair / derogate, in my respect from our Bid during the period of bid validity specified in the Tender Notice.

(b) having been notified of the acceptance of our Bid by IUAC, New Delhi during the period of bid validity,

(i) fail or refuse to execute the Contract, or

(ii) fail or refuse to furnish the Performance Security, in accordance with terms and conditions of the tender/bid.

I/We understand this Bid-Securing Declaration shall expire if I/We are not the successful Bidder, upon the earlier of

(i) our receipt of your notification of the name of the successful Bidder; or

(ii) Forty five days after the expiration of the validity of my/our Bid.

Name and Signatures of the Bidder:

Registered Address of the Company:

Company seal

Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.

ANNEXURE IX

Format for declaration by the Bidder for Code of Integrity & conflict of interest
(On the Letter Head of the Bidder)

No: _____

Date _

To,
The Director IUAC New Delhi
Sir,

With reference to your Tender No. _____ dated ___/___/___ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as in your Tender document and have no conflict of interest.

It is certified that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids / Tender.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

a

b

c

We undertake that we shall be liable for any punitive action in case of transgression/ contravention of this code.

Thanking you,

Yours sincerely

(Signature of the Bidder, with Official Seal)

ANNEXURE X

CHECK-LIST FOR PRE-QUALIFICATION BID FOR/WORK: HORTICULTURE &
LANDSCAPING MAINTENANCE SERVICES

Inter-University Accelerator Centre, Aruna Asaf Ali Marg New Delhi

Sr. No.	Documents asked for	Page numbers at which document is placed
1.	Certificates/Documents to be provided as per conditions essential for pre-qualification	
2.	Tender Acceptance Letter as per Annexure	
3.	Profile of the bidder on letterhead as per Annexure	
4.	Entire NIT (except price bid) duly signed & stamped by the bidder	
5.	An undertaking as per annexure (for not been blacklisted by any authority/organization)	
6.	Solvency Certificate for Rs.60 lakhs as per annexure	
7.	Undertaking for Site Visit as per annexure	
8.	Bid Securing Declaration form (On Company's Letterhead)	
9.	Code of Integrity & conflict of interest as per annexure	
10.	Any other document requested	
11.		

Signature of the Bidder

(Name and Address of the Bidder)

Telephone No.