

**MoES/25/01/2011-Genl.
Government of India
Ministry of Earth Sciences**

**Ministry of Earth Sciences
New Building(Prithvi Bhavan)
I.M.D. Complex,Lodhi Road
New Delhi-110003
Dated: 01.11.2012**

**TENDER FOR HORTICULTURE/ GARDENING SERVICES AT MoES NEW
HEADQUARTER BUILDING (Prithvi Bhavan) LODHI ROAD, NEW DELHI**

Sealed tenders in the form of two bid systems (Technical and financial), are invited by MoES on behalf of the President of India from reputed contractors/firms/companies situated within the National Capital Territory of Delhi for maintenance of Horticulture/Gardening services at MoES, Headquarter building (Prithvi Bhavan), IMD Complex, Lodi Road, New Delhi. The tender should be submitted in prescribed format as laid down in the tender document. The tender documents, duly filled in and complete in all respect should be addressed to the Administrative officer Gr.I (Genl.) MoES, (Prithvi Bhavan),Lodi Road ,New Delhi and dropped in the sealed tender box, which shall be available in the Ground floor, main entrance, MoES, New Delhi latest by 2:30 PM on 26.11.2012. The tenders thus received will be opened at 3:00 PM on 26.11.2012, itself. Tenderers, who wish to be present during the tender opening, may do so. Tender document. can be obtained from the Administrative officer Gr.I(Genl.) MoES, (Prithvi Bhavan),Lodi Road,New Delhi on any working day between 11:00 AM to 4:00 PM upto 1:00 PM of 26.11.2012 on payment of Rs. 500/- towards tender cost. Tender cost should be paid in the form of Demand draft drawn in favour of "DDO, MoES" payable at New Delhi. Cash/Cheque shall not be accepted alternatively, the tender document can be downloaded from the MoES website www.moes.gov.in. Demand Draft towards cost of tender should be enclosed alongwith technical bid in case downloaded tender document has been used. The tenderer will also have to deposit **Rs. 35,000/-** towards EMD in the shape of DD/Pay Order drawn in favour of DDO, MoES, New Delhi alongwith their technical bid.

Administrative officer Gr.I(Genl.)

Ph.24669596

Copy to:-

1. Computer Division, of Ministry of Earth Sciences with the request to display the above tender notice on the web site of this Ministry & upload the tender notice in the e.Portal of NIC.
2. All Ministries/ Departments with the request to give due publicity for the above tender among the contractors working with them.

Tender Document for Horticulture/Gardening Services at MoES

Document Control sheet

Tender Document No	MoES/25/01/2011-Genl.
Name of Office	Ministry of Earth Sciences,
Date of issue	1.11.2012
Date & Time up to which tender document shall be available	26.11.2012 (1:00 PM)
Last date & Time of receipt of bids	26.11.2012 (2:30 PM)
Date & Time of opening of Technical bids	26.11.2012 (3:00 PM)
Date & Time of opening of financial bids	To be intimated later
Place of opening of bids	Conference Hall, MoES
Address for communication	Administrative officer Gr.I (Genl.), Ministry of Earth Sciences, (Prithvi Bhavan),Lodi Road

CHAPTER-I

1. Instruction to Bidders

Ministry of Earth Sciences invites tender for maintenance of “HORTICULTURE AND GARDENING” for MoES new headquarter building (Prithvi Bhavan), at IMD Complex, Lodi Road, New Delhi from eligible contractors/firms/companies etc. The details of terms and conditions, schedule of work/ Specifications and format for technical and financial bid are available in the tender document. The approximate area for providing the services is **26,900Sq. Meter**. The bidders are instructed to go through Tender form (line by line) thoroughly before quoting their rates. The tender documents can be obtained from Administrative officer Gr.I (Genl.) MoES, New Delhi on the payment of Rs.500/- in the form of DD in favour of DDO, MoES on any working day. Alternatively the tender document can be downloaded from MoES Website i.e. www.moes.gov.in

1.1. The tender is liable to be ignored if complete information is not given therein. Individuals signing tender or other documents connected with the contract must specify:

- i. Whether signing as a ‘Sole Proprietor’ of the firm or his Attorney?
- ii. Whether signing as a ‘Registered Active Partner’ of the firm or his Attorney?
- iii. Whether signing for the firm ‘Per Procreation’?

In the case of companies and firms registered under the Indian Partnership Act, the capacity in which signing e.g. Secretary, Manager, and Partner etc. or their attorney may please be indicated and produce copy of documents, empowering him to do so.

NOTE: In case of unregistered firms, all the members or all Attorneys duly authorized by all of them or the Manager of the firm should sign the tender and subsequent documents.

1. 2. All bidders and/or their representatives, if they should desire, may be present at the opening of the tender by the constituted Committee at the time and date as specified in the schedule. It may be noted that in no circumstances delay in submission after specified time will be entertained.

1.3 Tenderers are requested to submit their quotations /rates /individual job basis, for per month basis (kindly referred to Annexure-II).

1.4 Price quoted should be in Indian Currency and should be inclusive of all charges. In no case any enhance in approved rate will be entertained by MoES during the currency period of AMC. Tenders not complete in this respect are liable to be ignored. The quotations shall be furnished in two covers i.e. technical bids along with EMD etc. should be sealed in a separate cover while financial bids be sealed in second cover and the both should be contained in Single bigger envelope which also should be sealed and super scribed as tender for maintenance of horticulture and gardening at Ministry of Earth SciencFes, New Building (Prithvi Bhavan),I.M.D. Complex, Lodhi Road, New Delhi. Two separate covers will be sealed in the following manner:

- (i) One cover containing the technical documents (i.e. Annexure-I duly filled in), EMD, other documentary proof etc. (Technical bid)
- (ii) Second cover containing the Rates (i.e. Annexure-II dully filled in) to this offer document. (Financial bid)

1.5 The bidders shall, wherever, call upon to do so, give full information with reference to the services in hand and shall also permit the nominated officer of MoES to inspect the premises of the bidders at all reasonable times and shall give full assistance and information as may be required by him in connection with the contract.

1.6 The agency, while submitting their tender form, shall enclose self attested Photostat copies of experience, trade license essential for carrying out the activities under reference, license under contract labour act, and any other documents in support of permission from the Competent Authority for carrying out the activities under reference. Tender form incomplete in any respect and not supported with Earnest Money and such requisite documents, will be rejected by MoES

CHAPTER-II

2. Conditions of Contract

2.1 The contract, if awarded, will be **initially for one years from the date of award and extendable for further one year** subject to continuous satisfactory performance. However, on failure on this aspect by the contractor, the MoES will have the right to terminate the contract forthwith in addition, forfeit the performance guarantee deposited by the contractor and initiate administrative actions for black listing, etc. solely at the discretion of MoES without prejudice to any other right of the centre.

2.2 The contractor shall not sublet, transfer or assign the contract or any part thereof. In the event of the contractor contravening this condition, MoES, shall be entitled to place the contract elsewhere at the cost and risk of the contractor. The contractor shall be liable to pay for any loss or damage, which MoES, may sustain in consequence or arising out of such replacing of the contract.

2.3 The bidder shall have to deposit earnest money of an amount **of Rs. 35,000/-** with their tender failing which the tender is liable to be rejected outrightly. The earnest money is to be paid by **Demand Draft**, the same should be drawn in favour of DDO, Ministry of Earth Sciences, payable at New Delhi and attached with the technical bid. Cheques/Cash will not be accepted towards Earnest Money. In the event of the withdrawal / revocation of tenders before the date specified for acceptance, the earnest money shall stand forfeited. The EMD of the successful bidder will be refunded on receipt of performance security.

2.4 On acceptance of the tender, contractor shall within the period specified by the Ministry deposit a performance security, a sum equivalent to 5% of the tender value of the contract for one year valid beyond 60 days of all contractual obligations. The performance security may be furnished in the form of DD, fixed deposit receipt from a commercial bank, bank guarantee from a commercial bank payable at New Delhi in favour of DDO, Ministry of Earth Sciences New Delhi-3.

2.5 If the contractor is called upon by the MoES to deposit performance security and the contractor fails to provide the performance security deposit within the period specified, such failure will constitute a breach of the contract and MoES shall be entitled to make other arrangements at the risk and expenses of the contractor.

2.6 On completion of the contract in all respect, the performance Security Deposit will be returned to the contractor without any interest subject to satisfactory performance though and after all the items, which may have been issued to the contractor and other property

belonging to MoES, are received back in the same condition as was received by the contractor. Any loss/damage to the items/property of MoES shall be recovered from the contractor.

2.7 MoES may at any time, by notice in writing, summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

- i. If the contractor being an individual or a firm, any partner in the contractor's firm, of self in case of individual firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
- ii. if the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- iii. If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the MoES for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchase.

2.8 i). The contractor shall fully comply with all the applicable laws/rules and regulations relating to contract labour (regulation and obligation) act 1970 and contract labour (R&A) Central rule 1971, Provident fund Act including the payment of PF contribution, payment of bonus act, minimum wages act, workmen compensation act, ESI act, essential commodities act, migrant labour act and/ or such other act passed by the central, state, municipal or local govt. agency including TDS as per Income Tax act applicable from time to time.

- ii) The contractor shall be responsible for proper maintenance of all registers and records. He shall make regular and full payment of labour charges/salaries and other payments as per labour laws under minimum wages act and payment of wages to his workman deputed for the work and furnish necessary records as and when asked for.

2.9 In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the Arbitration of one of the Arbitrators in the Ministry of Earth Sciences to be nominated by the Secretary to the Government of India in charge of the Ministry of Earth Sciences. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorised by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator."

2.10 The Competent Authority reserves the right to reject any or all tender without assigning any reason whatsoever.

2.11 Award of contract to the successful bidder shall be considered to the L-1 bidder which shall be ascertained on the basis of overall financial quote. After evaluation of the technical bids, the financial bids of only the technically qualified bidders shall be opened for arriving at L-1 bidder.

2.12 In case of failure to comply with the provision of the terms and conditions mentioned, by the agency that has been awarded the contract, the Competent Authority of this Ministry reserves the right to award the contract to the next higher tenderer or outside agency and the difference of price will be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the tender.

2.13 The contractor shall not be entitled to assistance either, in the procurement of raw materials required for the fulfillment of the contract or in the securing of transport facilities.

2.14 The agency shall be responsible for beautification and proper maintenance of horticultural gardens, within the Ministry of Earth Sciences, New Building I.M.D. Complex, Lodhi Road, New Delhi-110003 including new plantations of trees and saplings, time to time.

2.15 The contractor / agency will be responsible for compliance of all laws, acts and rules made there under, statutory orders issued from time to time in relation to the environment and man-power deployed by them for performance of the job under reference and the MoES will have a right to be indemnified in respect of any consequences resulting from any breach or violation by the contractor of such rules, statutory obligations etc.

2.16 Except supply of free water by the MoES in the garden, all other inputs like fertilizer, sapling, seeds and all tools & implements used for growing flowers & plantation or for cutting grass & removing weeds, are to be supplied by the tenderer and disposing off the wastes are to be borne by the tenderer.

2.17 The contractor will be responsible for such conduct of the persons engaged by him in MoES, which will be conducive for maintaining as harmonious atmosphere as expected in MoES and will be responsible for any act & omission of such persons.

2.18 In the event of any violation of laws, rules, statutory provision by the contractor, this will amount to breach of contract and in such case, the Ministry will have the right for terminating the contract, forthwith, without giving any notice or assigning any reason.

2.19 Service provider will be required to maintain the entire area covered in the contract in best conditions throughout the year, irrespective of the weather conditions. Failure on the part of the contractor to maintain the area in the desired condition shall invite a penalty of 0.5% per week of the period during which the area remained out of the desired condition, subject to a maximum of 10%.

2.20 For effective and efficient operation of the Horticulture/Gardening Services in the campus the agency will provide dedicated manpower (01 Supervisors & 04 Gardenerenrs) who will remain in the Institute during working hours.

CHAPTER-III

3. Schedule of requirements:

3.1 The bidder should have a permanent place of business in NCT/NCR of Delhi and the complete Postal Address, Telephone / Mobile / Fax / E-mail address, etc. should be provided, while submitting the completed tender form.

3.2 The bidder **must have completed two similar works as on 31st March, 2012, costing not less than Rs. 3,00,000/- per year** and documentary evidence to be submitted in support thereof with the tender.

3.3 Bidder should visit and inspect the area to be maintained and/or developed, i.e. the whole MoES , before submitting quotation.

3.4 Earnest Money Deposit as specified under para 2.3 above

3.5 PAN/TIN/VAT/ST Nos. (documentary evidence to be enclosed)

CHAPTER –IV

4. Specification and allied technical details

4.1 Scope of Work:

(i) The maintenance of lawn includes, weeding, trimming and pruning of grass by mowing with grass cutting machines, top dressing, using of manure, fertilizers, spraying of insecticides, pesticides, fungicides, weedicides, sweeping and watering etc and patch work by planting the dead grass where dead.

(ii) The maintenance of trees, shrubs and creepers include the maintenance of all trees, shrubs and creepers by their manuring, watering hoeing, pruning and trimming, replacement of old dead one by one and to ensure enough supply of air and water. Circular kiaries around the tree trunk are to be prepared. The creepers across wall are to be provided support by rope and other trees and shrubs by bamboo sticks as required.

(iii) The maintenance of hedges includes their watering, hoeing of channels, pruning and trimming and replacing old and dead plants by planting the new saplings/cuttings deal/up-rooted plants etc.

(iv) The curb stones along with roads and decorable pots in the campus shall be washed at least once a month.

CHAPTER-V

5. Price Schedule

5.1 The Bidder(s) shall quote price in clear terms. Break up should abide by the Format for Financial Bid described in Financial Bid format in Annexure-II. The taxes applicable should be shown separately and clearly. No further taxes existing as on date will be applicable. Any change in taxes or levies structure by the Government of India will be applicable at the time of billing. The Financial Bids should strictly conform to the format to enable evaluation of bids. Bids having any hidden costs or conditional costs will be liable for straight rejection.

5.2 Prices quoted by the Bidder shall be fixed and no variation will be allowed under any circumstances.

5.3 Prices shall be quoted in Indian National Rupee.

5.4 Payment: The contractor will be required to submit bill on quarterly basis to along with service report duly signed by authorized officials of MoES. The payment will be released by MoES as per the terms & conditions, less deduction at source of Income tax at prevailing rates. In case of monthly payment required, the same may be quoted accordingly.

5.5 The rates once accepted by MoES shall remain unaltered throughout the period of contract, including any extended period.

5.6 The tenderer will quote the rates in respect of job / services describes above in various paras and will fill **Annexure-II** appended herewith.

CHAPTER-VI

6. Contract Form

CONTRACT AGREEMENT

CONTRACT AGREEMENT NO. _____

This Agreement made on _____ between Ministry of Earth Sciences through its authorized signatory _____ (which expression shall include its administrators, successors, executors) on the one part and M/s _____ (hereinafter referred to as contractor) which expression shall include its administrators, successors, executors and permitted assigns on the other part.

Whereas, MoES is desirous of getting the work of Gardening/horticulture at Ministry of Earth Sciences, New Building I.M.D. Complex, Lodhi Road, New Delhi-110003 as mentioned in detailed document and has invited tenders for this work as per tender document issued for this purpose. And whereas M/s _____ had participated in the above referred bidding vide their proposal dated _____ and MoES accepted their aforesaid proposal and awarded the work to M/s _____ vide its award letter No. _____ dated _____ and the documents referred to therein which have been accepted by M/s _____, resulting into a contract.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER

MoES has awarded contract to M/s _____ herein after on the Terms and Conditions contained in acceptance letter dated _____ and the documents to therein. The award has been taken with effect as per the aforesaid award letter w.e.f. _____. The terms and expressions used in this agreement shall have the meanings as are assigned to them in the Contract Documents. Name of Documents...

1. Award letter dated _____
2. Set of tender documents and quotations submitted by the contractor.

The above contract documents are serially numbered from 1 to ____ and are initialed by both the parties through their representatives.

All the aforesaid contract documents shall form an integral part of this agreement. The contract shall be performed by the contractor strictly and faithfully in accordance with the terms of the agreement. Any modification of the agreement shall be effected only by a written instrument signed by the authorized representatives of both the parties.

It is specifically agreed by and between the parties that all the differences or disputes arising out of the agreement or touching the subject matter of the agreement shall be decided by process of settlement & arbitration as per provision of the Indian Arbitration Act and Delhi shall have exclusive jurisdiction over the same.

Notice of default given by either party to the other party under the agreement shall be in writing and shall be deemed to have been duly and properly served upon the party hereto if delivered against acknowledgement duly addressed to the signatories at the addresses mentioned herein above. This is a maintenance & operation contract, which includes supply of skilled and unskilled manpower as per the conditions of the contract.

IN WITNESS HEREOF the Parties through their authorized representatives have executed these present (execution whereof has been approved by the component authorities of both the parties) on day, month and year first mentioned in Delhi ,

For and on behalf of M/s _____	For and on behalf of Ministry of Earth Sciences, New Building I.M.D. Complex,Lodhi Road, New Delhi-110003 ,
Witness	
Witness	

TECHNICAL BID

1.		Name of the firm	
2	a.	Full Postal Address	
	b.	Mobile I Phone No.	
	c.	Telephone No.	
	d.	Fax No.	
3.		Date of Establishment of Firm	
4.		Name of the Contract person to whom all reference shall be made regarding this tender	
5.		PAN No.	
6.		EPF code No	
7.		ESI code No	
8.		Service Tax details	
9.		Labour Licence	
10.		Total numbers of Employees.	
11.		Experience as required in the Tender Document (proof to be enclosed)	
12.		Are you in the list of approval contractors of any other organization / institutions, if any give details:-	
13.		Any other information which you consider necessary to furnish	

UNDERTAKING

- a) I, the undersigned certify that I have gone through the terms and condition mentioned in the tender document and undertaken to comply with them.
- b) The rates quoted by me are valid and binding upon me for the entire period contract
- c) The Earnest Money of Rs. _____ to be deposited by me has been enclosed herewith vide Demand Draft No. _____ dated _____ drawn on _____ bank _____ Branch
- d) I/We give the right to the Competent Authority of Ministry of Earth Sciences to forfeit the earnest Money/Security money deposit by me / us if any delay occur on my part or failed to render service within the stipulated period.
- e) I hereby had undertaken to render the service as per direction given in the tender document
- f) I shall be vacating any space that may be provided to me by the Competent Authority to carry out the job or otherwise, before I put up the last bill of the contract period for payment.

Date: -
Place: -
Designation: -

Signature of the Bidder: -
Full Name: -

(Office seal of the Bidder)

ANNEXURE-II

FINANCIAL BID

QUOTE YOUR RATES

The tenderer should quote rates on monthly basis, which shall be inclusive of all the charges Viz. Labour (04 trained Malis and 1 supervisor) Charges, Input cost, Materials Charges, Services Charges etc. and any other statutory obligations as the case may be.

SI. No.	<u>Head</u>	Price for jobs against each S.L. No. (in Rs.)/per month
1.	Deployment of trained Malis and Supervisor for day-to-day Maintenance & development of the specified Garden of the MOES with flowers & flowering as well as decorative plants in the garden, laying of grass in the open space of the garden wherever required any time, beautification including new plantation of trees and sapling, time to time. Maintenance of grass laden lawns inside the garden. The entire area of the garden is to be kept covered with seasonal flowers / small and decorative plants throughout the year, with proper arrangement of gullies & channels & suitable spacing and landscaping including painting etc.	
2.	Day to day Maintenance and replacement of Indoor plants with material like fertilizer, sapling, seeds etc.....	
3.	Total Price you are quoting for all the jobs from SI. No. 1 to 2 above	
4.	Taxes (Service Tax)@	

Note: Please enclose wages calculation sheet separately.
Also include the list of tools and equipments

Signature and Seal of the bidder/contractor

Date

Place

