



चौ.चरण सिंह राष्ट्रीय कृषि विपणन संस्थान

(कृषि मंत्रालय, भारत सरकार का संस्थान)कोटा रोड, बम्बाला, सांगानेर, जयपुर-33

CH.CHARANSINGHNATIONALINSTITUTE OF AGRICULTURAL MARKETING

(An Autonomous Organization of Ministry of Agriculture & Farmers Welfare,
Government of India)

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Website: www.ccsniam.gov.in

E-TENDER

DOCUMENT

FOR

HORTICULTURAL SERVICES

Tender No. : 02/NIAM/Admn./Horticulture tender/06/2021

(Visit at www.eprocure.gov.in or www.ccsniam.gov.in)

Tender Document cost : Rs. 1000/- Only
(Rupees One Thousand Only)

SECTION - I

Notice Inviting E-tender

E-tenders on behalf of **the Director General, CCS NIAM Jaipur** , are invited in Two bid system i.e. Qualifying/Technical bid and Financial bid for Horticulture from registered Agency for horticulture services from those who have adequate experience in the subject work. Details of the scope of work, schedule of requirements and special terms & conditions of the contract are given as under:

The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of not more than six months at a time (up to a maximum of one year) on review of performance, depending upon the requirements and administrative conveniences of the office.

- i. The tender documents can be downloaded from the website of <https://eprocure.gov.in>, or www.ccsniam.gov.in**
- ii. The intending and eligible bidders may submit the tenders online at <https://eprocure.gov.in>, in two bids systems {i.e. (i) Technical Bid and (ii) Financial Bid} in the prescribed Performa. **Tenders are to be submitted online** only using the e-procurement portal <https://eprocure.gov.in>.**
- iii. The Bidders who have not enrolled/registered in e-procurement portal should enroll/register before participating through the website <https://eprocure.gov.in>. The portal enrolment is free of cost.**
- iv. Interested bidders may submit their quotation online on <https://eprocure.gov.in> as per the tender document in the websites <https://eprocure.gov.in>/eprocure/app. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender Documents. Tender sent by any other mode will not be accepted. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever. Any corrigendum/ addendum regarding this tender will be available on the above said website only.**
- v. Demand Draft for an amount of **Rs. 1,000/- (Rupees: One Thousand only/-)** (non-refundable) from Nationalized/scheduled bank drawn in favor of **NIAM** payable at Jaipur has to be submitted before opening of bids to this office (Scanned copy of DD to be uploaded online) towards tender document fee, failing which the bid will be rejected. Bidders are requested to write their name and full address at the back of the Demand Draft.**
- vi. The applicant has to deposit Earnest Money (EMD) of Rs. **50,000/- (Fifty Thousands only/-)** in the form of a Demand Draft from Scheduled / Nationalized Bank drawn in favor of **NIAM** payable at Jaipur and it has to be submitted before opening of bids to**

this office (Scanned copy of DD to be uploaded online) towards EMD failing which the bid will be rejected. Bidders are requested to write their name and full address at the back of Demand Draft.

- vii.** The aforesaid DDs towards cost for Tender document and EMD should be submitted to the tender inviting authority i.e., NIAM payable at Jaipur by post in advance or submitted at the time of opening of bids.
- viii.** The duly filled-in tender documents shall not be accepted if they are not accompanied by the scanned copy of the demand draft/Pay order towards the Tender fee and the requisite bid security (EMD).
- ix.** The Technical Bids will be opened online by a Tender Opening Committee of this Office. At the first stage the technical bids shall be evaluated by the Tender Evaluation committee (TEC) constituted for the purpose by the office. At the second stage, the Financial Bids of only those bidders who qualify in the technical bid will be opened. The Tender Evaluation Committee (TEC), after evaluation of the Financial Bids, will give its specific recommendation(s) regarding the lowest responsive bid, which is to be selected along with a comparative statement duly signed by the Members of the TEC.
- x.** This Office reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Director General, CCS NIAM Jaipur in this regard shall be final and binding on all.
- xi.** The Bidder is expected to examine all instructions, forms, specifications, terms and conditions in the Bid Documents. Failure to furnish all Information and documents required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and shall result in rejection of the bid.
- xii.** This is an electronic mode of Tendering, any manual or mechanical errors committed before uploading or during the process of uploading the Document shall bound to be duly accepted by the Tenderer. The Tenderer shall not have claim whatsoever in this regard.
- xiii.** The Experience and requisite documents should be in the name of Bidder only and prior experience as any other business entity and / or requisite documents in the name of any other business entity shall not be considered.
- xiv.** NIAM also reserves the right to seek clarifications from the issuer agency on the supporting documents submitted by the bidder.
- xv.** In case of bidder seeking any clarification in relation to the tender document shall be addressed in writing to above address on or before bid clarification date and time as mentioned at tender notification in e-portal.
- xvi.** Incomplete/ invalid tenders are liable for rejection and no correspondence will be entertained in case of rejection.

- xvii.** Non-uploading of requisite documents due to negligence or ignorance by the tenderes leading to disqualification will have to be borne by the tenderer only. There shall be no claim whatsoever in this regard.
- xviii.** ECS/IFSC code details are to be uploaded including the name of the bank, branch and account No. where payments are to be credited along with the scan copy of Blank Cheque leaf.
- xix.** Contractors/agencies are subject to be disqualified, even though they meet the qualifying criteria, if they:-
- a) Make misleading or false representations in the request, statements and attachments submitted in proof of qualification requirements including holding information and / or
 - b) Have record of poor performance such as abandoning the work, not properly competing the contract, inordinate delays, litigation history, or financial failures, requesting for claims not admissible under the contract conditions, etc.
- xx.** Tender Documents duly filled & uploaded within the last date of submission as mentioned in the tender notice. The last date for receipt of Tenders will not be extended under any circumstances, unless otherwise the date is declared a holiday for NIAM, in that case the next working day will be treated as the last date of receipt of Tender document.

-Sd-

Director (Admn.)

SECTION - II

INSTRUCTIONS FOR ONLINE BIDDERS

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at <https://eprocure.gov.in>. The bidders must carefully follow the instructions:

- 1.** Possession of valid Digital Signature Certificate (DSC) and enrolment/ registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2.** Bidder should do the enrolment in the e-Procurement site using the “Click here to Enroll” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid e- mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.
- 3.** Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
- 4.** Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC/SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.
- 5.** The DSC that is registered with the portal only should be used by the bidder and should ensure safety of the same.
- 6.** Contractor / Bidder may go through the tenders published on the site and download the required tender documents/ Annexure for the tendershe/she is interested.
- 7.** After downloading /getting the tender document/ Annexure/ Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8.** If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum / Addendum published, if any, before submitting the bids online.
- 9.** Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e-Token/Smart Card to access DSC.
- 10** Bidder selects the tender which he/she is interested in by using the search option & then moves it to the “my tenders” folder.
- 11** From my tender folder, he/she selects the tender to view all the details

indicated.

- 12** It is construed that the bidder has read and agreed all the terms and conditions before submitting their offer. Bidder should go through the tender Annexure and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.
- 13** Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/Annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded, through online for the tenders, should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidder's Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.
- 14** Bidder should take into account the corrigendum / Addendum published from time to time before submitting the online bids.
- 15** The Bidders can update, well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16** Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the same should be uploaded as part of the offer.
- 17** While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets. As the token of acceptance of all the terms and conditions, bidder should upload complete set of this notice and all other enclosed instructions duly signed by him at each and every page. A hard copy of such acceptance should be deposited by the bidder before the last date of submission of e-tender.
- 18** The details of the DD to pay the Tender FEE/EMD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 19** The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

- 20** The bidder has to upload the relevant documents / information required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.
- 21** If the price bid format is provided in a spread sheet file like **BoQ_xxxx.xls**, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/ BOQ template must not be modified
/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 22** The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 23** After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 24** The time schedule fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the E tender system. The bidders should follow this time schedule.
- 25** All the data entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 26** Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 27** The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 28** The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X)exit option in the browser.
- 29** Filling all the fields in both technical and financial bids is mandatory. Incomplete bid will summarily be rejected at the discretion of the institute.
- 30** All the communications from this office to the bidders regarding every stage of tender processing activity will be sent through email registered in CPP by the bidder. Therefore the bidders are requested to regularly check their email.
- 31** The process/procedure elaborated above is suggestive only. Prevailing updated e-tendering process/ procedure/guidelines available on the portal shall be applicable.

SECTION - III

INSTRUCTIONS FOR ONLINE BIDS THROUGH E-PROCUREMENT

Online Bid is invited from the interested firms under two bid system for “Supply of Horticulturist/Supervisor, Skilled and unskilled labour” at CCS NIAM, Jaipur. Manual bids shall not be entertained.

Tender documents may be downloaded from e-Procurement website of CPPP <https://eprocure.gov.in/eprocure/app>

The Firms are required to upload **Scanned copies** of the following documents:-

- **TECHNICAL:**
 - A. **Tender fee and Earnest Money Deposit (EMD)**
 - B. **Firm’s registration certificate-** Certificate of Incorporation/ registration under Shop & Establishment Act/or any other Equivalent certificate.
 - C. **PAN Card & GST Registration No.**
 - D. P.F. and E.S.I Registration Certificate issued by concerned authorities.
 - E. Chartered Accountant endorsing the **annual turnover** of the firm for the last 3 Financial Years, i.e., 2018-19 & 2019-20, 2020-21 which should be more than Rs. 50 Lakhs per annum each year.
 - F. Applicants must ensure that all the above documents have been uploaded.
 - G. Proof of experience having worked in a reputed organization.
- **FINANCIAL BID:**
 - (a) **Price Bid as BoQ**

ELIGIBILITY CONDITIONS:

- a. The bidder must be a Registered Partnership firm / Sole proprietorship / Individual/ Company.
- b. The bidder must have a proven track record of at least 05 years of experience,
- c. The bidder firm should have at least three years of experience of performing job contract in reputed Govt./ Semi-Govt. / Govt. undertaking / University establishment.
- d. The bidder firm should have a turnover of Rs. 50 Lakhs per year or more in the past three years will be preferred.
- e. The bidder firm should have at least 20 manpower/ Supervisor registered under ESI and EPF. The EPF Nos of these labours are to be submitted along with tender.
- f. The bidder firm should also fulfill the statutory and welfare requirements in respect of its employees.
- g. The bidder firm should have valid labour Contract license for current contract issued by Labour Commissioner.
- h. The bidder firm must have Service Tax Registration/TIN No.

Documents to be enclosed along with Technical Bid (self-attested copies to besubmitted):

1. Certificate of Registration with Labour Department, Govt. of India/ State Govt.
2. Certificate of Registration with office of the Regional Provident Fund Commissioner.
3. Certificate of Registration with Employees State Insurance Corporation.
4. Certificate of Registration for Goods and GST.
5. Audited Financial Statements (P & L and Balance Sheet) for the last Three Financial Years.
6. Income Tax Assessment orders / I.T. Returns copies for the last three Financial Years.
7. List of works in hand indicating Name of clients, description of work, contract value, date of award.
8. Certificate of Income Tax PAN.
9. DD for Rs. 1,000/- (Rupees One thousand only) towards tender fee which is not refundable.
10. DD for Rs.50,000/- (Rupees Fifty Thousand only) towards EMD (Earnest Money Deposit).

SCOPE OF WORK: MAINTENANCE OF GARDEN AND HORTICULTURE WORK

1. 'Garden' means all the areas enclosed by all sides of boundary walls of the institute. The compound of the office/ training halls/ staff quarters and all other surrounding areas. The total area of CCS NIAM, Jaipur is approximately 34 acres, out of which approximately acres is under ornamental garden/lawn/trees/shrubs/hedges/ground covers, etc.
2. Material: Cost of the Good earth, Manure, Fertilizer, Insecticides, Pesticides, seasoned bio-manure / cow dung / compost will be provided by the Institute. Seasonal seeds, plants, potted plants, earthen pots and anyother material also provided by the Institute. The Contractor shall provide lawn mower and brush cutter, other T & P material / articles etc.
3. The Contractor will provide all the equipments in working condition. and the maintenance of the equipments will also be maintained by the Contractor.

Note : water will be provided by the Institute.

4. Maintenance
 - a. Regular Maintenance: The Maintenance work includes the entire trees in Campus, ornamental garden/ lawn/ trees/ shrubs/ hedges/ ground covers, etc. It includes maintenance of the existing as well as any other additions to the garden/ lawn/ plants etc. Apart from the above, the day to day maintenance work includes the following:
 - (i) Lawn of the entire Campus;
 - (ii) All trees, shrubs, hedges, plants etc. of the entire campus;
 - (iii) Flower beds;
 - (iv) Keeping plants alive and healthy;
 - (v) Watering plants, shrubs, saplings, trees daily or as per requirement

(except on rainy days) preferably in the morning & evening and not in the hot sun to avoid heavy transpiration;

- (vi) Regular uprooting all kinds of weeds;
- (vii) Removal of unwanted bushes from the campus;
- (viii) Removing the dead leaves, cleaning the area including disposal of waste and dead leaves, twigs, garbage on day to day basis, making bunds to the plants wherever required, adding good soil and manure to the roots of the plants wherever necessary;
- (ix) Keeping the lawn area, garden and the surroundings in a neat and clean condition;
- (x) Replacing all the dead, diseased plants, vacant patches anywhere in the campus including the potted ones as when and where it occurs. Broken pots should be replaced with new ones by the Contractor;
- (xi) Maintaining all plant hedges decently. Pruning and mowing should be done by keeping the foliage aesthetically at a reasonable size without making them bald with a motive to keep a longer gap for the next job;
- (xii) Overgrowing trees from gardens spreading on to office premises will have to be pruned periodically;
- (xiii) Performing all such other relevant maintenance services in accordance with all Laws, Competent Authority instructions including complying with all legal formalities required in engaging suitably qualified, experienced, competent gardeners as may reasonably be required for the performance of the services;
- (xiv) Providing adequate no. of gardeners/ labours work with one skilled gardeners, Garden Supervisor with necessary experience;
- (xv) Manuring of plants on regular basis.

b. Other (Seasonal) Maintenance:

- (i) Pruning, cutting and dressing bushes and plants: pruning should be done at regular intervals, strictly ensuring no damage to the beauty & aesthetics of the hedges & plants on all sides;
- (ii) Mowing and pruning the grass everywhere whenever required or at least once in a fortnight by keeping it aesthetically decent;
- (iii) Planting additional trees as indented by Competent Authority;
- (iv) Disposal of waste, dried leaves, mowed grass etc., once in a week only in the presence and at the direction of an authorized official of CCS NIAM, at the designated place without affecting the live trees in any manner what so ever / without causing any damage / inconvenience to the Public in the surroundings.
- (v) Apply Insecticides / Pesticides to control pests and cure the insect infections.
- (vi) Provide suitable and seasoned bio-manure / cow dung / compost / fertile good soil to the plants as and when necessary or at least twice a year. Vermi-culture may be done in the *garden* to make the soil more fertile.
- (vii) Erosion of soil on any part of the garden due to rain or for whatsoever reason will have to be filled up with good soil and leveled.
- (viii) The contractor shall thoroughly clean the dust and dirt, debris etc., and remove all the scaffolding and other materials used for the works away from the site and keep the site free from all the above.

Payment Terms: Payment will be made in arrears on monthly basis after successful completion of the contract Obligation and as certified by the Committee Concerned. The vender shall submit the bill for the concerned period in triplicate along-with the certificate of satisfactory service issued by the Committee concerned, for processing the payment. The processing of certificate and payment may be completed in the first week of next month. Wages component of Supervisor, Skilled Gardner, and Unskilled Gardner is as per ORDER of Ministry of Labour & Employment No. 1/16(6)/2021-LS-II dated 28.4.2021 is as under :

Supervisor : Basic wages - 413x26 + PF -12%+1.1% of Basic Wages + ESI -3.75% of Basic wages + Bonus & Leave Salary-8.33% of Basic wages. GST will be as applicable as per Govt. of India Rule.

Skilled Gardner: Basic wages - 449x26 + PF -12%+1.1% of Basic Wages + ESI -3.75% of Basic wages + Bonus & Leave Salary-8.33% of Basic wages. GST will be as applicable as per Govt. of India Rule.

Unskilled Gardner: Basic wages - 375x26 + PF -12%+1.1% of Basic Wages + ESI - 3.75% of Basic wages + Bonus & Leave Salary-8.33% of Basic wages. GST will be as applicable as per Govt. of India Rule.

Maximum number of working days in a month shall not be more than 26 days. The above rates are exclusive GST. Kindly quote the service charges as per above rates.

All garden tools will be brought and maintained by the contractor at his own cost without charging extra cost. Provision of the following specialized staff will be ensured to proper Horticulture work. **The number of workers can be reduced or increased as per requirement in the Institute.**

1. Horticulturist/Supervisor	-	One
2. Skilled Gardner	-	Two
3. Unskilled Gardner	-	Ten

Institute will increase the number of unskilled Gardner's as and when requirement arise or demand by the Management. Payment will be made as per quoted rate. The Institute will have absolute power to reduce the contract amount in case the required manpower is reduced for a prolonged period.

SECTION - IV

GENERAL TERMS AND CONDITIONS

The terms & conditions of the contract which will govern the contract made are those contained IN THE GENERAL CONDITIONS OF CONTRACT APPLICABLE TO THE CONTRACT PLACED BY THE CCS NIAM and the special terms & conditions detailed in the tender form and its schedules. Please submit your tender if you are in a position to provide the requisite services in accordance with the requirements stated in the attached schedule.

- 1. Parties:** - The parties to the Contract are the Contractor (the tenderer to whom the work is awarded) and the Director General, CCS NIAM Jaipur. Institute means CCS NIAM, Jaipur.
- 2. Addresses:** - For all purposes of the contract including arbitration there under, the address of the Contractor mentioned in the tender shall be final unless the Contractor notifies a change of address by a separate letter sent by registered post to the CCS NIAM, Jaipur. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 3. Cover – 1 Earnest Money Deposit (EMD):**
 - a) Tender Fees an amount of **Rs. 1,000/- (Rupees: One Thousand only/-)** (non-refundable) and Earnest Money of **Rs.50,000/- (Fifty Thousands only/-)** shall be paid by Demand draft, drawn on any Nationalized or Scheduled Bank in favour of **NIAM** payable at Jaipur payable at Jaipur as mentioned in the notice inviting e-tender. Tender fees and Earnest Money in cash or in the form of cheque or in any other form will not be accepted.
 - b) The Earnest Money of the tenderers except successful bidder will be refunded without interest within reasonable time after final decision of the tender, normally within three months from the date of opening of tenders. EMD of the successful bidder will be converted into Security Deposit to be refundable after successful completion of the contract period The Institute will not be responsible for paid any interest on EMD. The bid will not be considered if the earnest money is not enclosed with the bid. The security deposit shall be forfeited by the department on non-absence from duty/misconduct on part of workers supplied by the agency.
 - c) Request for transfer of any previous deposits such as previous earnest money or security deposit or payment of any pending bill for transfer towards earnest money shall not be entertained.
 - d) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates the aforesaid amount of earnest money will be forfeited.
 - e) The tenders without Earnest Money Deposit will be summarily rejected.

f) No claim shall lie against the Government/ Institute in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

4. Period of validity of Bid: Bid shall be valid for 90 days after the date of opening of bids.

5. Period of Contract/Duration : The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of not more than six months at a time (upto a maximum of one year) on review of performance, depending upon the requirements and administrative conveniences of the office

6. Preparation and Submission of Tender :

The tenders have been invited under **two bid systems i.e. Technical Bid and Financial Bid**. The necessary documents should be uploaded in the <https://eprocure.gov.in/> portal as per the guidelines mentioned in the portal.

Below are the documents to be up loaded by bidder at the time of submitting bid online.

Cover-2: Technical bid (The list of the documents to be uploaded)

- i.** Bid Form/Tender form and Declarations/Letters
- ii.** Self-Attested copy of Registration of firm/company.
- iii.** Self-Attested copy of Experience certificate issued by Central/State Government/PublicSector companies.
- iv.** Self-Attested copy of PAN card of firm/company/individual.
- v.** Self-Attested Copy of the IT return filed for the last financial year.
- vi.** Self-Attested Copy of Goods Service Tax (GST) registration certificate.
- vii.** Copy of DD of EMD as stipulated vide clause 3 of section-III above.
- x.** Copy of DD for the cost of bid document.

All the documents mentioned above are for establishing the eligibility and non-submission of these documents will result in rejection of the tender. Original of all such documents shall be liable to be produced for verification, failing which such documents shall be rejected.

Note: All necessary certified documents in support of the details must accompany the technical bid. The bid is liable to be rejected in case documents are not enclosed or documents are incomplete or in case any certification/ registration has already expired. Only essential and necessary documents to be enclosed. Avoid enclosing extraneous and irrelevant documents not required for the purpose.

Cover-3 : Financial bid

The quotation should be filled in the financial bid document downloaded from CPP portal(BOQ.xls sheet) and the same should be to be uploaded.

IMPORTANT :-

1. Service charges are to be quoted by the bidders in form of percentages above the monthly wages payment to the workers as mentioned in tender notice.
2. All expenses as mentioned in the tender notice which are to be required brought by bidders shall be inclusive in quoted service charges. It should be clear to the bidders that nothing more shall be paid for such arrangements made by the bidders according to the tender notice. Cost of all materials and equipments to be provided by contactor/bidder as per tender notice, shall all be inclusive in the above service charges.
3. Only one rate of service charges in form of percentage is to be given.
4. If more than one bidders are lowest, the L-I will be decided by drawing a lottery amongst them.

7. Signing of Tender :

Individual signing the tender or other documents connected with contract must specify whether hesigns as

- a) A “sole proprietor” of the concern or constituted attorney of such sole proprietor.
- b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a Company.

Note :

(1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney.

(2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties, the tender and all other related documents must be signed by all partners of the firm.

(3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid on behalf of such other person and if, on enquiry it appears that the persons so signing had no authority to do so,

the Director General, CCS NIAM, Jaipur may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(4) All the pages of tender should be serial numbered, signed by the bidder and affix his firm's stamp at each page of the tender document and all its Annexure as the acceptance of the offer made by the tenderer will be deemed as a contract . NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.

8. Technical Bid :

- a) The Technical bid should be submitted online in cover-2 mentioned above.
- b) All documents asked must be uploaded as part of Technical/Qualifying bid.

CLARIFICATION ON TECHNICAL BID EVALUATION:

- a) The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, comparison of the bids and qualification of the bidders, NIAM may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by NIAM shall not be considered. NIAM'S request for clarification and the response shall be in writing.
- b) In cases where in a bidder does not provide clarifications of its bid by the date and time set in NIAM's request for clarification, their bid may be rejected.
- c) NIAM also reserves right to seek clarification from the issuer agency on the supporting documents submitted by the bidder.

The copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder, in case applicable, should accompany the bid documents.

1. The bidder shall have their own ESI & EPF Code. The bidder should upload the ESIC & PF Registration Certificate and such registration shall remain valid throughout the period of the Contract. Contractor shall be liable for all the obligations and formalities required by Minimum Wages Act, ESI Act and EPF Act as per prevailing laws of the country. NIAM will not be responsible for any payment under above laws.
2. Registration certificate for GST No.- Copy of Registration Certificate to be uploaded.

B. COPY OF DOCUMENTS TO BE UPLOADED ALONG WITH TENDER AS APPLICABLE IN ADDITION TO PARA-A:

- i. Income Tax Returns for last Three Years.

- ii. Registration with any govt. authority..
- iii. PAN No.issued by Income Tax authority.
- iv. Details of ECS viz., Name of Bank, I FSC code, MICR No, Branch, Account No, cancelled cheque where payments are to be credited.
- v. Balance sheets for the last 3 years.

Note: The Bidder shall be required to produce self-attested copies of the relevant documents in support of the parameters at Para - A & B above, in addition to documentary evidences of other parameters, for being considered during the technical evaluation.

9. Financial Bid :

- a) The Financial Bid should be submitted online in cover-3 mentioned above. The Financial Bids of those bidders who are found qualified, will be opened on a specified date and time to be intimated to the respective bidder by e-mail registered by them in CPP. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Financial Bids.
 - b) The rates quoted shall be firm and final for the entire period of contract.
 - c) Terms of payment as stated in the Tender Document shall be final.
 - d) At the time of payment of bills, the income tax, GST and other taxes, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.
1. If any firm have registration under MSME category, need not to deposit EMD but certificate must be uploaded in placed of EMD.
 2. The tenderer is being permitted to submit tender in consideration of the stipulation on his/her part that aftersubmitting his/her tender, he/she will not refuse his/her offer or modify the terms and conditions thereof. In case, the tenderer fail to observe and comply with the foregoing stipulation the earnest money will be forfeited by the Institute. In the event of the offer made by the tenderer not being acceptable, the amount of earnest money deposited by the tenderer will be refunded. Conditional contract tender is not acceptable.
 3. The tender is liable to be rejected if complete information as required is not given therein or if the particulars asked for in the tender are notfulfilled. Individual signing the tender or other documents connected with the contract may specify whether he/she signs it in the capacity of
 - (i) as sole proprietor of the firm or constituted attorney of such sole | proprietor, or
 - (ii) a partner of the firm if it is a partnership in which case he/she must have authority to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney, or
 - (iii) Constituted attorney of the firm, if it is a company.
 4. In case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm. A person signing the tender form or any other documents formingpart of the contract on behalf of another shall be deemed to warranty that he has authority to sign suchand if, on enquiry, it appears that the persons

so signing is without authority, the Institute will cancel the contract and hold the signatory liable for all costs and damages. Such page of the tender and the schedules to the tender and annexure, if any, should be signed by the tenderer(s)

5. For providing horticultural services at the Institute, the agency shall employ good and reliable persons after police verification with robust health and clean records preferably within the age group of 21 to 45 years to carry out the job contract. In case any of the personnel so engaged by the agency is not found suitable by the competent authority, the Institute shall have the right to ask for its replacement without giving any reason thereof and the agency shall on receipt of a written communication in this regard will have to replace such persons immediately.
6. The personnel engaged by the agency for this job contract will not be an employee of the Institute and there will be no employer-employee relationship between the institute and the personnel so engaged by the contractor.
7. The agency shall be wholly responsible for making payment of monthly wages and other admissible allowances to the personnel under Minimum wages act as per Govt. of India and the Institute shall in no way be responsible for meeting any kind of expenditure on wages etc. to these personnel.
8. The Institute shall not directly or indirectly engage any personnel of the agency during the period of contract.
9. All the personnels deployed will perform their duty properly and as desired by Horticultural Maintenance Committee or as per direction of Horticulturist/ supervisor.
10. The tenderer will have to furnish particulars relating to ESI, EPF, Registration under Contract Act, turnover and infrastructure etc.
11. The agency shall furnish experience of performing job contract of horticultural services in reputed Govt./ Semi Govt. building and organizations.
12. Contractor should open the EPF and ESI accounts for each labour separately. Every labour should have his bank account. The EPF, ESI and bank account number in respect of each labour should be submitted to the Institute office. Contractor will make payment in the form of A/c payee cheque /DD to each labour as per the bill details.
13. All employees deployed by contractor at NIAM works must be Covid Vaccinated and equipments must be duly sanitized/sterilized.
14. **TERMS OF THE CONTRACT:** - Initially, the contract will be for a period of one year. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of not more than six months at a time (upto a maximum of one year) on review of performance, depending upon the requirements and administrative conveniences of the office.
15. **MODE OF PAYMENT :** The agency will make payment to the staff on the monthly basis as per the Minimum Wages Act of Govt. Of India by the 7th of every month in the form of a/c payee cheque in the presence of a Officer of NIAM at the premises of Institute, Jaipur. The agency will submit the invoice/claim to the Institute on the monthly

basis. The payment to the Agency shall be released say within 15 days from the receipt of invoice, provided the claim of the agency is found to be in order in all respects. The income tax deducted at source and such other taxes / levies as are required by law to be deducted shall be deducted from the charges payable to the agency. The agency shall furnish details of disbursement made to the staff every month indicating the amount of remuneration received from the Institute against each individual amount deducted on account of statutory deductions such as ESI,EPF etc as employee's share and net amount paid to each individual duly supported by details of payments made to the contractual staff. The proof of payment of statutory obligations such as ESI, EPF etc and any other applicable taxes furnished by the agency.

16. **LABOUR LAWS:-** As per contract labor (Regulations and Abolition) Act, 1970 and the contract labor (Regulations and Abolition) Central rules 1971 w.e.f 21/03/74 any contract in which 20 or more workman are employed or were employed on any day in the preceding 12 months as contract labour and to every contractor who employees or who employed on any day of the preceding 12 months 20 or more workman.It does not apply to establishment/contractor where the work performed is of intermittent or seasonal nature. An establishment/contractor wherein work is of intermittent and seasonal nature will be covered by the act, if the work performed is of more than 120 days and 60 days in a year respectively.
17. **TERMINATION:** - This contract can be terminated by giving one month's notice by the D.G., NIAM.However, the either party can also terminate contract after the expiry of 60 minimum contractive period by giving one month notice and that any notice required to be served shall be sufficiently served on the parties if delivered to them personally or dispatched by the address herein given under registered post/speed post.
18. **LOSS AND /OR DAMAGES:-** In case of any loss or damage done to the property of the Institute by the personnel provided by the agency at Institute, Jaipur, full damages will be recovered from the Agency and decision of the competent authority of CCS NIAM shall be a binding on agency.
19. **Penalties in case of Violation of the Contract**
 - a. Contractor has to compensate CCS NIAM in case of any default or dereliction of duty on theirpart in any manner in adhering to the terms and conditions as agreed to, equivalent to amountschargeable for getting the job done from outsiders at piece meal rates plus the office overheadsfor the time and energy of various officials and staff as may be decided by the Competent Authority.
 - b. All the routine maintenance jobs to be completed on the same day within the stipulated time.
 - c. Penalty up to Rs.500/- will be imposed for the following lapses:
 - i. Non-watering/ partial watering of plants on any day.
 - ii. Unscrupulous cutting of trees/plants and allowing them to die.
 - iii. Non-replacement of dead plants.
 - iv. Inadequate care of any plant leading to emaciation.
 - v. Garbage disposal without conforming to CCS NIAM stipulations as above.
 - vi. Not following the instructions given by the Competent Authority.
 - vii. Non completion of regular as well as other seasonal maintenance jobs, to thesatisfaction of CCS NIAM.
 - viii. Non-supply and application of fertilizers, manure, pesticide, insecticide and soil etc.as per requirement.
 - ix. Non-maintenance of any of the services that may affect the beauty of the Garden ofCCS NIAM.

- x. Not wearing of proper Uniforms (to be provided by the contractor) by the persons engaged by the Contract.
 - xi. Unsatisfactory work done by the workers, gardeners and supervisor for numerous reasons such as but not limited to untrained workers, gardeners and supervisors, insufficient work force etc.,
 - xii. Delay in service.
- d. In case the services are not found satisfactory, the Competent Authority shall be at a liberty to withhold any payment/s that may be due to the Contractor till such time, such services are rendered to the satisfaction of the Competent Authority.
- e. The Contractor shall keep the CCS NIAM indemnified fully and without limit against all costs, claims, damages, expenses, fines, losses, liabilities and penalties including attorney's cost, expenses accruing, incurred or suffered by the CCS NIAM directly or indirectly arising on account of:
- i. Failure by the Contractor to perform any of the obligations under this contract, in accordance with the provisions of this contract;
 - ii. Any claim from any statutory authority or workers of the Contractor with respect to their terms of services, arising in relation to non-compliance by the Contractor with any matter set out here in;
 - iii. Any act of commission or omission, negligence, fraud, forgery, dishonesty, misconduct or violation of any of the terms and conditions of this contract by the Contractors / workers;
 - iv. Any adverse claim/s of whatsoever nature made on the CCS NIAM; and
 - v. Any act of the contractor's workers in any manner whatsoever.
20. **SECURITY DEPOSIT** :- The successful bidder will be required to deposit an amount equivalent to 5% of the total tender value as Security Deposit in the form of Demand Draft/Pay Order favoring "NIAM" payable at Jaipur within two weeks from the date of award of the contract. The security shall be refunded to the contractor after satisfactory completion of the contract or adjusted against any damages or loss of property etc. caused by the personnel deputed by the agency. No interest will be paid on the security money deposited with the Institute.

The Security Deposit can be forfeited, wholly or partly, by order of the Director General, Ch.Charan Singh National Institute of Agricultural Marketing, Jaipur in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said security deposit as may be considered to sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firms bill has been received and examined.

21. **Subletting of Work:**
The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing from the competent authority, which the authority will be at liberty to refuse if he thinks fit.
22. **Terms of payment :**

- No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.
- The contractor shall submit the monthly bill in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.
- All payments shall be made by RTGS/NEFT using PFMS.
 - The competent authority shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in this tender.
 - The term “payment” mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.
 - Wherever applicable all payments will be made as per rate schedule of payments stated in Section-VI of the submitted Commercial bid of the successful bidder.
 - The attendance should be marked at main gate and verified by hostel manager/security supervisor/Admin section specified for the purpose. If any short fall for the supply of manpower the remunerations will be deducted in proportionate of the monthly wages.

23. Agreement:

The successful bidder will have to enter an agreement on non-judicial stamp paper of Rs.500/- initially for a period of one year, further extendable subject to clause 5 of section-III. Cost of execution of agreement shall be borne by the contractor. Final work order shall be issued only after execution of the agreement by the successful contractor. Apart from other things, all clauses of this tender document shall form the integral part of the agreement.

24. Arbitration:

If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. In the event of any question, dispute or difference arising under the agreement or in connection there the same shall be referred to Director General, CCS NIAM Jaipur. The arbitration proceedings shall take place at Jaipur, Rajasthan. Court jurisdiction for all types of legal actions shall be Jaipur only.

25. Force Majeure:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine/covid restrictions, Lockdown, strikes, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall, by reason of such events, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract. The contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the purchaser/institute as to whether the supplies/services have been so resumed or not shall be final and conducive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such events for a period exceeding 60 days either party may, at his option terminate the contract.

NIAM will not be liable for any failure either partly or fully or delay in performing an obligation under this Contract to the extent beyond its reasonable control that is due to causes in relation to Epidemic, Pandemic, Closure due to Lockdown, force evacuation, delayed start of Session, quarantine, civil commotion, Governmental acts or changes in laws or regulations, lack of availability of water or energy etc.

26. In case of any dispute arising, decision of the Director General will be final and binding.
27. Before tendering, the tenderer shall inspect the site to fully acquaint himself about the conditions in regard to nature of work required to be performed/executed. No claim whatsoever on such accounts shall be entertained by the CCS NIAM under any circumstances.
28. The successful tenders will have to sign the agreement on Non-judicial Stamp Paper of Rs.500/- and submit it within 07 days from the date of the issue of the letter of acceptance of the tender. Also if he does not initiate the work as per work order, the EMD is liable to be forfeited and in case he does not start work after execution of work his security deposit will be forfeited and work will be allotted to another contract at his risk and cost.
29. The contractor shall not sublet this contract or any part thereof to any other party.
30. In case the integrity, character and behavior of any of the contractor's laborers is found doubtful, he would be replaced by contractor on receiving instruction from the competent authority on his own account.
31. The contractor shall be fully responsible for the work allotted to him and shall not indulge in any other activities than doing specified job allotted to them. In case of any loss/damage to institute property or its interest the competent authority shall be free to impose penalty of equivalent value as decided by him/her.
32. Any compensation for disengagement on account of death, disability of any laborer(s) provided for deployment in the NIAM campus, even if such disability manifests after the termination of the contract shall be contractor's exclusive liability.
33. The contractor is wholly responsible to supply the labour in the institute premises and if

any accident/untoward incident happens, on account of improper workmanship with the labour during duty, the whole responsibility for setting the case with police/court lies with the contractor.

34. The CCS NIAM, Jaipur without giving any reasons at any time by giving one-month notice may terminate the contract and the contractor shall have no claim if the period of contract is curtailed. The contractor however, will have to give two months notice to CCS NIAM, Jaipur for discontinuing his work after completion of minimum one-year contract period.
35. The Director General, CCS NIAM, Jaipur shall have absolute right to impose penalty for unsatisfactory services rendered by the contractor which may be in monetary term depending on the nature of job work under consideration.
36. The decision of the Director General, CCS, NIAM, Jaipur regarding any disputes whatsoever arising out of the contract will be final and binding on the contractor.
37. The Contractor shall adhere to the provisions of applicable labour laws. The contractor has to ensure that the payment of minimum wages.
38. The Contractor shall submit the photographs, names, addresses, and phone numbers/contact numbers of the persons deployed to work in the garden.
39. Workers' register will have to be used at CCS NIAM for garden workers attendance in main gate daily.
40. EVALUATION:
 - I. TECHNICAL BID EVALUATION:
 - (i) A Bidder should qualify in all parameters mentioned above in the Technical Bid Evaluation, in order to be a qualified bidder for being eligible for opening of Price-Bid.
 - (ii) A substantially responsive bid shall be one that meets the requirement of the bidding document totally i.e. by following the above procedure. Technical Bid not meeting the Minimum requirements as per the tender document shall be rejected and their Price Bid will not be opened.
 - II. PRICE-BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER;
 - a) The Price bid evaluation shall be carried out on L-1 Basis.
 - b) The financially lowest offer of technically qualified bidder shall be deemed as successful bid and shall be considered L-1 (Lowest Offer) for further processing.

-Sd-

Director (Admn.)

DECLARATION AND INDEMNITY UNDERTAKING

BY THE BIDDER

Iage
s/o Shri resident
of on behalf of
M/s hereby confirms that I/we
have fully understood the scope of work and all other requirements as per the given
details in the Tender. We hereby agreed in general as well as special Terms and
Conditions of the contract as detailed in the tender document. This offer is valid
up to 90 days from the date of opening of the technical bid.

I undertake that the documents enclosed herewith are genuine and no material/facts
have been concealed or suppressed. We have not been blacklisted by any
Government organization in this field. We also understand that the contract is liable
to be cancelled if found to be obtained through fraudulent means or by concealment
of information/facts. We also certify that the price quoted in the price bid is
reasonable and not more than as charged to other.

I on behalf of M/s.....hereby agree
and undertake that I have understood all the safety rules and procedures and all
staff Technical & Non-Technical working on behalf of M/s
..... will abide by all safety
rules and procedures. I declare that I and M/s
..... will be responsible for any safety
violations/ accident etc. NIAM will not be responsible in case of any accident /
incident and will not compensate financially or otherwise. I assure NIAM that
enlisted Manpower deployment will be done at Venue of Event. I hereby declare
that I am sole responsible on behalf of M/s..
..... for giving such declaration.

.....Name

..... Signature

(Signature of authorized representative of the firm)

Stamp/ Seal of the firm

Date:

Place:

SECTION-V

**Proforma for
TECHNICAL BID for
Horticulture Services**

S.No	Description	Details to be given by the Bidder
1.	Firm's name and full postal address	
2.	Name of the representative of the firm and his Telephone/Mobile No.	
3.	Date of Firm's Registration with details.	
4.	Firm's details (Corporate Body, Company, Proprietorship, Partnership etc.)	
5.	Service Tax Number	
6.	EPF Registration Number	
7.	ESI Registration Number	
8.	PAN Number	
9.	Labour License -----	
10.	GST Number	
11.	Present/past experience in the field (Pl. enclose the experience certificate.	Experience certificate should be enclosed
12.	Financial status i.e. Annual turnover details. (Audited accounts and balance sheet from CA and IT Return clearance certificates for last three financial year each shall be attached)	2018-19: Rs. 2019-20 : Rs. 2020-21 : Rs.

FINANCIAL BID

Note : The wages should be as per Minimum wages ACT of Govt. of India

Contractor shall provide One Horticulturist/Supervisor and 02 Nos. Skilled Gardener's and 10 Nos. unskilled Gardeners. The rates including Minimum wages, PF, ESI, GST, or any other tax which is applicable.

1. Service charges in percentage of wages paid to the employees as mentioned in tender notice.	
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5. Service charges are to be quoted by the bidders in form of percentages above the monthly wages payment to the workers as mentioned in tender notice.
6. All expenses as mentioned in the tender notice which are to be required brought by bidders shall be inclusive in quoted service charges. It should be clear to the bidders that nothing more shall be paid for such arrangements made by the bidders according to the tender notice. Cost of all materials and equipments to be provided by contractor/bidder as per tender notice, shall all be inclusive in the above service charges.
7. Only one rate of service charges in form of percentage is to be given.
8. If more than one bidders are lowest, the L-I will be decided by drawing a lottery amongst them.

SIGNATURE OF TENDERER

