

# TENDER DOCUMENT

FOR

AMC of Garden Maintenance



**ICAR-NATIONAL RESEARCH CENTRE ON PIG**

*Indian Council of Agricultural Research*

Rani, Guwahati-781131

Assam

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File No. 670/NRCP/2019-20

Date :13.09.2019

## Tender Notice

Online e-Tenders are invited from for Annual Maintenance of Garden at ICAR-NRC on Pig, Guwahati. The tender form can be downloaded from Institute Website "[www.nrcp.in](http://www.nrcp.in)" & submit alongwith tender fee of Rs.500.00(non-refundable) and EMD of Rs.10000.00(refundable) in shape of Demand Draft drawn in favour of The Director, ICAR-NRC on Pig payable at SBI, Khanapara (Code : 09945).

## CRITICAL DATE SHEET

|  |  |
|--|--|
| TENDER ID                                | 2019_DARE_502853_1   |
| Last Date & Time for submission of bid   | 11.00 A.M, 09.10.2019.   |
| Date & Time for Opening of technical bid | 11.00 A.M, 10.10.2019.   |
| Address for Communication                | Director, ICAR-National Research Centre on Pig,Rani,Guwahati-781131. |

1. The Tender form/bidding documents may be downloaded from the Institute website [www.nrcp.in](http://www.nrcp.in) and <https://eprocure.gov.in/eprocure/app>. Online submission of Bids through **Central Public Procurement Portal** (<https://eprocure.gov.in/eprocure/app>) is mandatory.
2. Tenderers/Bidders after submission of their bids online through CPP Portal must submit **Hard Copies** of all the uploaded documents except Financial Bid (BOQ) alongwith Tender Fees and EMD which should reach at ICAR-NRC on Pig, Rani, Guwahati on or before 11.00 A.M, 09.10.2019 failing which their tenders/bids will not be considered.
3. Tender fee of Rs.500.00(non refundable) and EMD of Rs.10,000.00(refundable) only in shape of Demand Draft drawn in favour of The Director, ICAR-NRC on Pig payable at SBI, Khanapara (Code : 09945) must be submitted. If the firm is exempted from the payment, NSIC registration certificate of exemption is required to be submitted.
4. Tenderers/bidders are requested to visit the above website regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.

Sd/-  
I/C Administrative officer

## **A. PREPERATION OF TECHNCIAL BID**

### **Terms & Conditions of the Tender**

1. The Tender should be upload in CPP Portal (<https://eprocure.gov.in/eprocure/app>) and after uploading the tender, hard copy/printed copies of all the uploaded documents (excluding BOQ/Price Bid) should be submitted to ICAR-NRC on Pig, Guwahati on or before **11.00 A.M, 09.10.2019 failing which tenders will not be accepted and treated cancelled.**
2. **The Technical bid shall contain following documents failing which the tender will be considered invalid and will be rejected.**
  - a) Tender fee of Rs. 500/- (non refundable) in the shape of Demand Draft in favour of “Director, ICAR-NRC on Pig, Guwahati”/Copy of Exemption Certificate, if applicable.
  - b) EMD of Rs. 10000/- (refundable) in the shape of Demand Draft in favour of “Director, ICAR-NRC on Pig, Guwahati”/Copy of Exemption Certificate, if applicable.
  - c) Performance Statement as per enclosed performa (**Annexure- I**). **The agency should have sufficient working experience.**
  - d) Information schedule as per enclosed performa (**Annexure-II**)
  - e) Undertaking (**Annexure-III**)
  - f) Copy of TAN/PAN card.
  - g) **Copy of Labour License (with the existing client) as per central labour (Regulation & Abolition, Act 1970.**
  - h) EPF Registration certificate.
  - i) ESI Registration certificate.
  - j) Self declaration/Undertaking that the Agency is not blacklisted by any organization.
3. Tender should be addressed to the Director, ICAR- NRC (ICAR), Rani , Guwahati-781131.
4. This office will be not responsible for any postal delay or late submission of tenders.
5. Tenders received after the closing day will not be accepted.
6. Last date of submission of online tenders and acceptance is **09.10.2019 upto 11:00 AM and Technical bids will be opened on 10.10.2019 at 11:00 AM.**
7. **Price bids will be opened online of only those firms which are qualified technically.**
8. The Director, NRC on Pig reserves the right to accept or reject any or all the tender or part of tenders without assigning any reason.
9. The Tender must be complete and no request for further inclusion of tender documents/papers after submission of the tender will be allowed.
10. **The selected firm has to furnish security deposit amounting Rs. 50,000.00, which will be refunded after the completion of contract period.**
11. The agency must provide minimum wage, EPF and ESI and other statutory benefits to the personals engaged for Garden Maintenance Work at ICAR-NRC on Pig, Guwahati as per Govt. of India (Central Govt. India) rules i.e. Minimum rate of Govt. of India must be followed.
12. The agency have to comply the rule and regulation strictly provided by the Ministry of Labour, GOI from time to time and it will be responsible for observance of all provisions of Contract Labour (Regulation and Abolition)Act 1970. The institute will not be responsible for any reason.
13. The contract is for the period of one year initially which may be extended on the approval of Competent Authority.

14. The decision of Director, ICAR - NRC on Pig, Rani, Guwahati regarding the matters related to the tender process and award will be final.

## **B. PREPERATION OF FINANCIAL BID/BOQ**

### **Terms & Conditions of the Tender**

1. Agency has to quote rates for Annual Maintenance of Garden at ICAR-NRC on Pig, Guwahati on monthly basis. The amount shall be inclusive of all labour cost, material cost, administrative charges, monitoring and supervisory charges, agency profit, GST/Taxes etc.
2. Agency should quote Rates after considering amount of Wages, Bonus, EPF, ESI and other components as per the Minimum Wages Act and other statutory acts and orders applicable to the labours as per the statutory rule and acts of Govt. of India/ Central Labour Commission and other statutory bodies from time to time.

-sd/-

I/C Administrative Officer

### **C. TERMS & CONDITIONS OF THE CONTRACT**

1. Mode of Payment:  
ICAR-NRCP shall make payment through PFMS/ RGTS in favour of the agency.
2. Termination: This contract can be terminated by giving one month's notice on either side and that any notice required to be served shall be sufficiently served on the parties if delivered to them personally or dispatched at the address herein given under registered post. The ICAR-NRCP will not have any responsibility towards this for any damage/ loss caused and it cannot be challenged in any court of law.
3. **The contractor is advised to do a complete survey to access the quantum of work of the tender prior submitting their rates/ submission of tender.**
4. In case of any dispute arising decision of Director, ICAR-NRC on Pig will be final and binding.
5. An amount of Rs. 50,000.00 (Rupees Fifty Thousand) is to be deposited by the selected/ successful tenderer as a security deposit only after receiving communication from the ICAR-NRCP. In the event of non –deposition of the same, the earnest money will be forfeited.
6. GST & Other Taxes will be pad as applicable as per Govt. of India rules.
7. Director, ICAR-NRC on Pig reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the council/Institute for any justifiable reasons, not mandatory to be communicated to the tenderer.
8. Incomplete tender or not complying with the above condition is liable to be rejected. Overwriting or figures written in such style that it can be read in more than one way lead to cancellation of tender.
9. The tender received after due date and time will not be entertained. The enclosed envelope should contain the name and address of the tenderer in complete manner.
10. If the date upto which the tenders is open for acceptance is declared to be a holiday the tenders shall be deemed to remain open for acceptance till the next working day.
11. No interest will be paid against EMD and security deposit.
12. The 2<sup>nd</sup> party is to follow the provision of all labour laws applicable to this establishment including statutory payments and other liabilities / eventuality labourers from time to time and will be solely responsible. The 1<sup>st</sup> party will not have any responsibility in this regard in any case/ eventuality.
13. If a tenderer does not accept the offer, after issuing of letter of award by ICAR-NRCP within 15 days, the offer made shall be deemed to be withdrawn without any notice & EMD will be forfeited.
14. The contractor / Agency shall make payment of remuneration / wages to its personnel before 7<sup>th</sup> of every month and if required ICAR-NRCP, Rani, Guwahati may asked the firm to produce a copy of payment vouchers of the workers employed by the agency.

15. The personal engaged by the agency for this job contract will not be an employee of the council/ICAR-NRC on Pig and there will be no employer- employee relationship between the council/ICAR-NRC on Pig and the personnel so engaged by the contractor.
16. The agency shall be wholly responsible for making payment of monthly salaries and other admissible allowances to the personnel under minimum wages act and the council/ICAR-NRC on Pig shall in no way be responsible for meeting any kind of expenditure on salaries etc. to these personnel.
17. The ICAR-NRC on Pig, shall not directly or indirectly engaged any personnel of the agency during the period of contract.
18. **Evaluation of the quotation:** The ICAR-NRCP, will evaluate and compare the quotation determined to be substantively responsive i.e which are properly signed and fulfilled all the eligibility conditions. Only those firms will be considered for financial bid opening who will qualify in the technical bid. Date of opening of financial bid will be communicated to the qualified bidder later on. The ICAR-NRCP will award the contract to the responsive bidder whose total cost for all the items put together is the lowest.

**Terms of the contract :**

- 1) Initially the terms of the contract will be for one year. On the expiry of the contract or on its termination, the ICAR-NRCP reserves the right to renew the contract on quarterly /half yearly / yearly basis on the terms and conditions that may then be mutually agreed upon.
- 2) The income tax etc. as applicable will be deducted from the claim of the contractor at source.
- 3) All the statutory rules with regard to labour management and other liabilities have to be adhered to by the contractor/firm.
- 4) The contractors/Firm is also to abide with the rules of ICAR/ Govt of India.
- 5) All the labour liabilities in respect of the labourers engaged by the contractor/firm as per labour law rest with the labour contractor/firm. The rate may be quoted after taking into account all the statutory payment as per labour laws i.e EPF, ESI, Leave, Bonus and Service Charges etc.
- 6) The Director, ICAR-NRCP, Guwahati reserves the absolute right and power of revoking or cancellation of the job contract Basis with one month notice without assigning any reason whatsoever.
- 7) The contractor shall pay the minimum wages as per Central Govt Rate to the persons to be engaged by him as per labour laws.
- 8) Contractor shall be responsible to comply with various provisions of contract labour Act.1970 and such other Act as may applicable for such works. In the event of unsatisfactory performance during the contract period the contract can be rescinded by giving one-month notice by the authority. The persons those will be engaged by the successful agency/ contractor for the above maintenance work on job contract Basis will have no right for employment in future at ICAR-NRCP, Guwahati and labour liabilities rest with the contractor/firm.

-sd/-  
I/C Administrative Officer

**ANNEXURE-I**

**Performance Statement**  
(Shall be submitted by the bidder in their letter head)

| Name & Address of the Organization | Order No. & Date | Value of Order | Date of effect and completion of contract | Remarks, if any |
|------------------------------------|------------------|----------------|---|-----------------|
|                                    |                  |                |   |                 |
|                                    |                  |                |   |                 |
|                                    |                  |                |   |                 |
|                                    |                  |                |   |                 |
|                                    |                  |                |   |                 |
|                                    |                  |                |   |                 |
|                                    |                  |                |   |                 |

Signature and Seal of the Bidder  
Business Address:



**ANNEXURE-II**

**Information Schedule**

(Shall be submitted by the bidder in their letter head)

|    |   |                            |
|----|---|----------------------------|
| 1. | Name of the Firm/Agency.  |                            |
| 2. | Address with Tel. No./Fax/E-mail.   |                            |
| 3. | Contract Person Name.   |                            |
| 4. | Whether all <b>10 documents</b> as required/mentioned in Preparation of Technical Bids ( <b>terms &amp; condition Point No. 2</b> ) are uploaded/submitted.           | Yes/No                     |
| 5. | Whether the firm has any legal suit/criminal case pending against it for violation of PF/ESI, Minimum Wages Act or contemplated against them. If Yes, details thereof | Yes/No                     |
| 6. | Whether Tender Fees of Rs. 500.00 is enclosed, if so provide details.   | DD. No<br>Date:<br>Amount: |
| 7. | Whether Bid Security of Rs. 10,000.00 is enclosed, if so provide details.   | DD. No<br>Date:<br>Amount: |
| 8. | Whether the Agency had been blacklisted by any organization. If Yes, details thereof  | Yes/No                     |

I/ we hereby certify that the information furnished above is correct and true to the best of our knowledge. We understand that in the event of information being found false at any stage, the agency will be blacklisted and will have no dealing with ICAR, Institutes.

Signature and Seal of the Bidder  
Business Address:

**ANNEXURE-III**

**Undertaking**

(Shall be submitted by the bidder in their letter head)

1. We hereby undertake that we will made payment to the personnel's engaged for Annual Maintenance of Garden i.e Wages, Bonus, EPF, ESI and other components as per the Minimum Wages Act and other statutory acts and orders applicable as per the Notification/Guidelines of Govt. of India/ Central Labour Commission and other statutory bodies from time to time. We take the complete responsibility for following all the statutory rules and shall also be held responsible for the settlement of disputes for labour problems arising due to any reason.
2. We undertake to furnish a security deposit of Rs. 50,000.00(Rupees Fifty Thousand) which shall be refunded only after satisfactory expiry of the contract period.
3. We are ready to execute the Annual Maintenance of Garden for the period of one year or more on mutual agreement executed on non-judicial stamp paper of appropriate value.
4. All the personnel's engaged under Annual Maintenance contract of Garden shall be the employees of our Firm/Agency and hence there is no employee-employer relationship between engaged personnel's under the contract & ICAR-NRC on Pig, Guwahati.

Signature and Seal of the Bidder  
Business Address:

**ANNEXURE-IV**

**Schedule of work of maintenance of garden at ICAR-NRCP**

| Sl.No | Name of the work   |
|-------|--|
| 1.    | Maintenance of lawns & gardens including<br>Uprooting of shrubs, cleaning of jungle, weeding, pruning, using weedicides, pesticides and fertilizers for plant & trees, watering all plants and lawn, colouring & watering of flower pots, Planting seasonal flowers like Rajanigandha, Jhinia, Aster, Phlox, Pansy, African Violet etc. and other ornamental plants from time to time ,maintaining of existing Debbaru plants etc.in/around<br>a) Garden of Farmers Hostel<br>b) Garden of Guest house<br>c) Children park in front of main building<br>d) Garden in front of Children park alongwith canal side<br>e) Garden of inside admin, Cum lab building<br>f) Garden of Medicinal Plants extended upto Main Gate (Right Side of front of Administrative Building.<br>g) Cleaning and Maintenance of Fountains. |

The agency should deploy at-lest 6 manpower on every official day and 3 manpower on Holidays & Sundays.

**Note: Prior submission of bid/quotation, the firm is advised to visit ICAR-NRC on Ptg, Guwahati to ascertain the actual volume of work.**

Signature of Contractor /Agency