

#### **National Institute of Fashion Technology**

(A statutory Institute under the NIFT Act 2006) Hauz Khas, Near- Gulmohar Park, New Delhi- 110016 Phone No. 011-26542100, 26542000 Fax No. 011-26542151

Website: <a href="http://www.nift.ac.in/delhi">http://www.nift.ac.in/delhi</a>

# NOTICE INVITING ONLINE TENDER FOR PROVIDING HORTICULTURE SERVICES AT NIFT, DELHI CAMPUS

## File No. 2300(158)/NIFT/DC/Admin/Tender for Horticulture/2018

## **Two Bid System**

Sr. No. \_\_\_\_\_

Date of Issue of e-Tender	:	04.05.2018
Last date of bid submission through Online	:	28.05.2018
Date and Time of Opening of Technical Bid	:	29.05.2018 at 11:00 am
Date and Time of Opening of Price Bid		To be intimated later

#### **Details of EMD (to be attached with the Technical Bid):**

Details	Tender Fee	EMD
Amount	Rs. 590/- (Rupees five hundred ninety only) Including GST 18%	Rs. 20,000/- (Rupees Twenty Thousand only)
In favour of & payable at	National Institute of Fashion Technology; Payable at New Delhi.	National Institute of Fashion Technology; Payable at New Delhi.
D.D. No. & Date Drawn on		

Date: 03.05.2018	OSD(E&A), NIFT, Delhi Campus

E Tendering Helpdesk Number: 0124-4302037/08826814007

E Tendering Helpdesk email ID:sandeep.bhandari@c1india.com

niftsupport@c1india@com

## **Notice Inviting Tender and Schedule of Events**

Online E-Tenders are invited under Two Part bid system (Technical Bid and Financial Bid) from reputed, experienced and financially sound parties for the following work:

Name of the Work	Providing Horticulture Services at NIFT, Delhi Campus, New Delhi
Tender No.	2300(158)/NIFT/DC/Admin/Tender for Horticulture/2018
EMD	<b>Rs. 20,000/- (Rupees Twenty Thousand Only)</b> by Demand Draft in favour of "National Institute of Fashion Technology" payable at New Delhi.
e-Tender Processing Fee (C1 India)	Rs.400 + (Applicable GST@18%) through e-payment Gateway available on <a href="https://nifttenders.eproc.in">https://nifttenders.eproc.in</a>
Contract Period	The period of contract will be of <b>1 year</b> and may be extended upto two more years (total 03 years) subject to the satisfactory performance (on yearly basis).
Issue of Tender	The Tender document can be downloaded from the Institute website – <a href="https://www.nift.ac.in/delhi/tenders">https://www.nift.ac.in/delhi/tenders</a> . and <a href="https://nifttenders.eproc.in">https://nifttenders.eproc.in</a> (etendering website). Please keep visiting our website for any corrigendum /amendments and submit the bid documents accordingly.
Pre-Bid Meeting	04:00 P.M. on 10 <sup>th</sup> May' 2018 for clarifications of queries, if any at OSD(E&A) Office, 2 <sup>nd</sup> Floor, NIFT, Delhi Campus, Hauz Khas, Near – Gulmohar Park, New Delhi 110016
Submission / Receipt of Tender	28 <sup>th</sup> May' 2018.
	Part – A – Technical Bid The Technical Bid will be opened on 29th May' 2018 at 11:00 A.M. in the presence of authorized representatives of the bidders.
Opening of Tender	Part – B – Financial Bid To be intimated later.
Contact Person (for any clarification)	OSD(E&A), National Institute of Fashion Technology, Delhi Campus, Hauz Khas, Near – Gulmohar Park, New Delhi – 110016, Phone No. 011- 26542155
Proposed Date for Commencement of Operations	1 <sup>st</sup> July, 2018
C1 India Helpdesk Contact Detail	Helpdesk landline No "0124-4302037" Mobile Number- Mr. Sandeep Bhandari - 08826814007

#### **IMPORTANT INSTRUCTIONS FOR BIDDER**

- 1. Read the tender assessment criteria carefully, before filling the tender form.
- 2. Digitally Sign each page via using digital signature.
- 3. The **Technical Bid** should contain
  - a. All relevant documents as mentioned in Eligibility Criteria of the Tender.
  - b. EMD of **Rs. 20,000/- (Rupees Twenty Thousand Only)** by Demand Draft in favour of "National Institute of Fashion Technology" payable at New Delhi.
- 4. The prices to be quoted in **Financial Bid** should be in stipulated format and without any condition. The prices shall be filled up both in figures and in words and the total amount shall be calculated and rounded off to the nearest rupee.
- 5. Application forms can be downloaded from the Institute website <a href="https://www.nift.ac.in/delhi/tenders">https://www.nift.ac.in/delhi/tenders</a> and <a href="https://nifttenders.eproc.in">https://nifttenders.eproc.in</a>. Please keep visiting our website for any corrigendum/amendments which will not be notified again in news paper and submit the bid documents accordingly. The Bid without the Tender Document Cost & EMD will not be considered.
- 6. Online Technical Bid will be opened at 11:00 A.M. on 29<sup>th</sup> May' 2018 in the presence of the representatives of the Tenderers, if present.
- 7. Online Financial Bids of only those Tenderers will be opened, who will be declared technically qualified by Technical Evaluation Committee. The date & time of opening of same will be intimated to the Tenderers in advance through email & telephone.
- 8. The offer of the Tenderer shall be valid for 3 (Three) months from the last date of submission of Tender.
- 9. Hypothetical / Conditional, Incomplete bid will not be entertained & will be summarily rejected. Please note that the bidder must quote for all the categories mentioned in the tender.
- 10. This contract shall remain valid initially for one year and it may be renewed on the satisfactory performance of Contractor at the discretion of NIFT, Delhi Campus only in writing on yearly basis for further upto two years (total 3 years) on the same or revised terms and conditions mutually agreed by NIFT, Delhi Campus and Agency.
- 11. NIFT, Delhi Centre reserves the right to accept/reject any Tender, in part or full, without assigning any reason whatsoever.
- 12. If the last date of receiving/opening of the Tenders coincides with a holiday, then the next working day shall be the opening date.

#### **Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-tender Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-tender Portal.

More information useful for submitting online bids on the e-tender Portal may be obtained at: https://nifttenders.eproc.in.

#### REGISTRATION

- 1. Bidders are required to enroll on the e-Procurement Portal (URL: https://nifttenders.eproc.in) with clicking on the link "Registration" on the e-tender Portal by paying the **Registration fee of Rs. 2360/- Per vendor/per year.**
- 2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.
- 4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
- 7. The scanned copies of all original documents should be uploaded on portal <a href="https://nifttenders.eproc.in">https://nifttenders.eproc.in</a>

#### **SEARCHING FOR TENDER DOCUMENTS**

- 1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender No, Department Name, Place, Date, Estimate Cost, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Department Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the e-tender Portal.
- 2. Once the bidders have selected the tenders they are interested in, you can pay the document fee by DD only and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective "requested" Tab. This would enable the e-tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

#### PREPARATION OF BIDS

- 1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colored option which helps in reducing size of the scanned document.
- 4. To uploading the documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders.

#### **SUBMISSION OF BIDS**

- 1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by NIFT, Delhi Centre.
- 3. Bidder has to select the payment option as "DD" to pay the tender document fee & EMD as applicable and enter details of the instrument.
- 4. Bidder should prepare the Tender Document Cost & EMD as per the instructions specified in the tender document. The Tender Document Cost & EMD in original should be posted/couriered/given in person to the concerned official before the Online Opening of Technical Bid. In case of non receipt of Tender Document Cost & EMD amount in original by the said time, the uploaded bid will be summarily rejected.
- 5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6. The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. 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 openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- 10. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### ASSISTANCE TO BIDDERS

- 1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support. **The contact number for the helpdesk is** "0124-4302037"

#### TENDER DOCUMENTS CONSIST OF THE FOLLOWING

**Eligibility Criteria** I. II. **General Instructions to Tenderers** III. **General Conditions of Contract** IV. Annexure-I - Scope of Work V. Annexure-II - Resource requirement VI. **Annexure-III - Technical Bid** VII. **Annexure-IV - Financial Bid** Annexure-V - Solvency Certification on Bank's Letterhead VIII. IX. **Annexure-VI - Declaration** X. **Annexure-VII - Check List** 

#### I. ELIGIBILITY CRITERIA FOR EVALUATION OF TECHNICAL BID

- 1. The Tenderers must have an experience of Maintenance of horticulture service in reputed organization including Government / PSUs / Autonomous Bodies / National level Institutions / Malls / Hotels for an area of 20,000 Sft.
- 2. The tenderer should have completed in the last 3 preceding financial years, at least;
  - a) One similar work contract of 20 Lacs or more

OR

b) Three similar work contracts of 5 Lacs or more

(Please attach copies of the Work Orders and Certificate of satisfactory completion of the contract along with Tender).

- 3. The following documents must be submitted along with the tender document:
  - a. Registration certificate of ESIC, EPF, GOODS & SERVICE TAX.
  - b. Registration certificate under contract labor (R & A) Act 1970.
  - c. Copy of PAN Card.
  - d. Audited Balance Sheets of last 3 preceding financial years with statement of Income and Expenditure, Receipt & Profit Account and Audit report.
  - e. Income tax returns of last 3 preceding financial years.
- 5. **Average Annual Turnover** of last 3 preceding financial years should be greater than or equal to of Rs.20 Lacs. Please note that computation of average annual turnover should be in relation of horticulture services (men & material) only.
- 6. **Solvency Certificate** of Rs.5 Lacs to be submitted on Bank's letterhead as per attached Annexure-V and should be enclosed with the Tender.

Note: Consortium/Joint Venture Bids shall not be accepted under any circumstances.

#### II. GENERAL INSTRUCTIONS TO TENDERERS

Eligible and willing agencies are advised to visit the NIFT, New Delhi site to get an onsite assessment of the work on any working day between 10.00 AM to 04.00 PM after taking permission from the OSD (E&A), NIFT, Delhi Centre.

- 1. The closing date and time for Online Tenders will be 28th May' 2018.
- 2. The Technical Bid of the Tender will be opened at 11.00 AM on 29<sup>th</sup> May' 2018 in the presence of the authorized representatives of the tenderers, who wish to be present at that time.
- 3. A Pre Bid meeting shall be held at OSD(E&A) Office, 2<sup>nd</sup> Floor, NIFT, Delhi Campus to clarify the queries, if any, of the tenderer on 10<sup>th</sup> May 2018 at 04:00 P.M.
- 4. The Technical Bid should be submitted Online and should contain all the papers to fulfill all the eligibility criteria, certificates of experience, satisfactory performance certificates, undertaking as per instructions and list of the equipment's, tools and tackles required for the job.
- "Technical Bid and Financial Bid for Horticulture Services along with tender document cost & EMD amount should be uploaded Online through website <a href="https://nifttenders.eproc.in">https://nifttenders.eproc.in</a>

The Tender document cost & EMD should be in sealed envelope and super scribed "Tender for "Horticulture Services-2018" and should be addressed to:

OSD(E&A), National Institute of Fashion Technology, Delhi Centre, 2<sup>nd</sup> Floor, Room No. 201, Hauz Khas, Near- Gulmohar Park, New Delhi, 110016

In the absence of Tender document cost & EMD or any of the mentioned details, the tender will be summarily rejected.

- 6. The Earnest Money Deposit will be refunded to the unsuccessful tenderer after finalization of the contract only. In case of the successful tenderer, EMD will be refunded after receipt of the performance security deposit. No interest will be paid on the EMD.
- 7. The bid shall be valid for 3 months from the date of opening of tender.
- 8. No Tenderer will be allowed to withdraw his tender after submission during the bid validity period (3 months). In case the tenderer does not honour his bids, the EMD submitted by the tendering firm would stand forfeited.

- 9. All entries in the Tender form should be legible and filled clearly. Any overwriting or correction which is unavoidable has to be signed by the authorized signatory.
- 10. In case the successful Tenderer declines the offer of Contract, for whatsoever reason(s), his EMD will be forfeited.
- 11. A formal contract shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as Contractor.
- 12. Successful Tenderer will have to deposit the Security Deposit of 10 % of awarded annual contract value in the form of Demand Draft of any scheduled bank, drawn in favour of "National Institute of Fashion Technology" payable at New Delhi, within 15 days from the award of the contract and commencement of the work, otherwise the contract may be cancelled and EMD will be forfeited.

No interest shall be paid by NIFT on Security Amount. After successful completion of the contract, the security deposit will be refunded to contractor after adjustment of dues, if any, to Institute by the contractor.

#### III. GENERAL CONDITIONS OF CONTRACT (GCC)

- 1. The period of contract will be 1 year, which can be further extended upto 2 years (Total 3 years) with a built-in scheme for review of the performance at the end of each year. Revision of Minimum wages of manpower will be applicable as per rule of Govt. of India/Delhi NCR, Minimum Wages Act, and Ministry of Labour & Employment.
- 2. Request of advance, of any type during the contract period by the Contractor to NIFT, New Delhi will not be entertained at any cost.
- 3. NIFT New Delhi reserves the right to terminate the contract by serving 1 month notice, in writing if the services of the contractor are not found satisfactory. The Contractor may also ask for the same by giving 3 month's notice, but the Horticulture Services should be continued, under all circumstances, till the next agency is engaged. In case, if contractor's fail to do so, his security deposit will be forfeited.
- 4. The persons to be deployed by the Contractor should be properly trained, have requisite experience and skills for carrying out a wide variety of Horticulture work using appropriate materials and tools/equipments.
- 5. The Contractor will have to provide standard liveries as approved by NIFT New Delhi Concerned In charge at his own cost to its Horticulture staff. The staff shall be in proper uniform bearing their name tag displayed on their pocket, all the time along with their identity card. Samples of liveries will have to be submitted by the Contractor for the approval of competent authority within 10 days from the date of entering into the agreement. If the case of non-wearing of uniform were found by any of the staff/Supervisor, penalty @ Rs.200/- per worker per day will be deducted from the bill. Please note that Uniform means:
  - 2 sets of Uniforms for Summer & Winter season.
  - 1 complete set of summer uniform means full Pant, Full/Half Shirt, Shoes.
  - 1 complete set of winter uniform means full Pant, full Shirt, full sweater & shoes.
  - Gumboots as per the needs and requirements.
  - Hand gloves as per the needs and requirements.
  - Face mask as per the needs and requirements.
- 6. The contractor will arrange all items needed for his staff, maintain the inventory of stores, sufficient stationery, daily duty roster chart etc. The horticulture staff will first report to appropriate place to Reporting Officer and subsequently will be deployed for duty after having been checked for liveries, upkeep, issue of material and equipment's, etc. NIFT Delhi Centre will provide the space for setting up an administrative room for the Contractor in the premises of the Institute from where the contractor and his office Staff can control the horticulture labor force working in the Institute.
- 7. NIFT Delhi will provide space for a store room to the Contractor in the premise of the Institute. The store keeper deployed by the contractor will store all their liveries, materials, equipments in the store room and maintain a record of the stores, which shall be opened to inspection for competent authority of NIFT, Delhi Centre.
- 8. The Contractor should ensure the Health and safety measures of the employees. NIFT, Delhi Centre may also conduct health checkup of the staff deployed at regular intervals.

- 9. The Contractor will be responsible for supply and maintenance of all consumables, items and equipment's, which are required to be used for horticulture purpose in whole of the Institute's Campus.
- 10. The Contractor must deploy adult and experienced labour only. Employment of child labor will lead to the termination of the contract.
- 11. The Contractor shall engage only such workers, whose antecedents have been thoroughly verified; including character and police verification and other formalities .The Contractor shall be fully responsible for the conduct of his staff.
- 12. The Contractor at all times should indemnify NIFT against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, the Workmen Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961, Payment of Bonus Act, 1965 or any other law relating thereto and rules made there under from time to time. NIFT Delhi will not own any responsibility in this regard.
- 13. The tenderer should quote manpower charges in Financial Bid strictly in accordance with the minimum wages as decided by the Central Govt. for New Delhi. If the rates quoted found below the minimum wages, tender will be rejected. NIFT, Delhi Campus comes under the "A" Area.
- 14. Under any circumstances whatsoever, the manpower deployed shall be paid wages not below the Minimum wages set by Central Government. The rate will be revised solely based on the revision of minimum wages as notified by Government from time to time. It is a sole responsibility of Contractor to make ensure that each and every horticulture staff / supervisor should be either paid as per the revised minimum wages slab or as per actual. The differential amount on account of revision of minimum wages act will be reimbursed by NIFT on actual basis, subject to submission of proofs/challans.
- 15. In case of introduction of any new statutory taxes by State/Central Government, if applicable, it will be reimbursed by NIFT on actual basis, subject to submission of proofs/challans.
- 16. In the event of injury, illness or accidents to any worker, NIFT New Delhi will not be liable to pay any compensation. The insurance cover shall include the liability under the Workmen Compensation Act.
- 17. The service provider shall in no case pay its employee less than the minimum mandatory rates per day in accordance with the Minimum wages fixed by Central Government and a record of that should be kept in a register, which may be made available for examination to NIFT New Delhi, as and when demanded.
- 18. The workers employed by the Contractor shall be his sole employees and NIFT New Delhi shall not have any relation whatsoever with employees of the Contractor. He will be fully responsible for their acts, conduct and any other liability.
- 19. In case of breach of any terms and conditions attached to the contract, the Security Deposit of the Contractor will be liable to be forfeited by NIFT New Delhi besides annulment of the contract.
- 20. The Contractor shall:
  - a) Provide all items, equipments and consumables for regular horticulture work.
  - b) Ensure that their managers / supervisors are equipped with mobile phones and are available to Institute, as per the need and requirement.

- c) Arrange for a garbage disposal cycle trolley for transportation of waste/equipment from one place to other, as per the need and requirement.
- d) Collect all the information for processing of paper formalities for timely disbursement of wages to their workers. It is a sole responsibility of contractor to collect and prepare all the relevant papers in consultation with Concerned In-Charge for the same. Please note that the payment to workers should be paid by 7<sup>th</sup> of every month.

#### 22. Scope of work and services for each of the premises:

- a) Details of the scope of work are enclosed at "Annexure-I".
- b) A tentative list of details of Equipment's and number of Manpower to be used at Institute are given at "Annexure II" under resource management. The number of equipment's and manpower, as mentioned are indicative only.

#### 23. Payment Procedure:

Payment will be made within 1 month from the date of submission of the original bill to the Concern In charge. Payment of the bill will be based on standardized Proforma, duly approved by NIFT New Delhi, along with certified copy of attendance sheet in respect of the persons deployed. While submitting the bill, the contractor must file a statement on his letterhead certifying the following:

a)	Wages of workers were credited to their bank accounts onenclosed).	_(Acknowledgment by bank
b)	ESI Contribution relating to workers amounting to Rs(Copy of Challan enclosed with contribution sheet).	was deposited on
c)	EPF Contribution relating to workers amounting to Rs(copy of the Challan enclosed with contribution sheet).	was deposited on

d) We are complying with all statutory Labour Laws including Minimum Wage Act. The payment would be made on monthly basis on verification of attendance sheets, wage register, monthly ESIC/EPF/ Goods & Service Tax challan /Deployment sheets/ Duty Roster/Satisfaction Report, which are duly signed by Concerned In-Charge.

Please note that the payment of wages to workers shall not be linked to the payment of bill by NIFT New Delhi and should be paid by 7th of every month, failing which penalty of Rs.1000/- per day will be imposed for the delayed period. If the contractor fails to provide proof of payment of statutory dues, his contract shall be terminated after serving one month's notice. Cash payment receipt will not be entertained at all and payment in cash will be deemed as no payment at all.

#### 24. SITE PARTICULARS

National Institute of Fashion Technology (NIFT), New Delhi, having an approximate 15,734 Sft of horticulture area. It is situated at Hauz Khas, Near Gulmohar Park, New Delhi - 110016.

The tenderers are advised to visit, examine the site of works & its surroundings and obtain for himself all information that may be necessary for preparing the tender and entering into a contract for execution of the works. The cost of visiting the site shall be Tenderer's own.

- It is understood and agreed that the above factors have properly been investigated and considered by the Tenderer while submitting the Tender.
- No claim for financial or any other adjustments to contract price, on account of lack of clarity of such factors shall be entertained.
- The facilities available at sites mentioned above are "as and where basis" and it can be examined by the tenderers before submitting their tenders. If any additional equipment's and refurbishing of the existing ones are required, the same shall be done by the tenderer, who is awarded the contract.
- Vendors shall maintain all the above equipment's and weekly maintenance to be carried out as per the schedule, which will be duly verified by the Institute.

#### 25. Penalty Clause:

Whenever and wherever it is found that the Horticulture Services are not up to mark, it will be brought to the notice of the Contractor by the concerned In-Charge of NIFT New Delhi and if no action is taken within due course of time, Penalty @ Rs.1000/- per complaint shall be imposed. The decision of OSD (E&A), NIFT New Delhi shall be final in this regard.

#### 26. Manpower:

- a. Any misconduct/misbehavior on the part of the manpower deployed by the Contractor will not be tolerated and such person will have to be replaced by the Contractor at his own costs, risks and responsibilities immediately, with written intimation to OSD(E&A), NIFT, Delhi Campus.
- b. The Contractor should ensure to maintain adequate no. of manpower as per "Annexure II" on all working days and also arrange a pool of stand-by horticulture staff. In case any horticulture staff is absent from the duty, the reliever of equal status shall be provided by the Contractor from an existing pool of horticulture staff.

In case, if the Horticulture Services is not found satisfactory for want of sufficient numbers of horticulture staff, penalty will be imposed as per Clause No. 25 of General Conditions of the Contract (GCC), as mentioned above.

Horticulture Services as a normal practice is to be provided on 6 days of a week from Monday to Saturday i.e. excluding Sundays and National Holidays.

#### 27. Materials:

A tentative list of equipment is mentioned in **Annexure-II** for ready reference. It is duty of the contractor to maintain the adequate stock of consumables and equipment, all the times, looking into the area of the campus. In case, if the Horticulture Services are not found satisfactory for want of material, **penalty will be imposed as per Clause No. 25 of General Conditions of the Contract (GCC), as mentioned above**.

#### 28. Risk Clause:

a. The Contractor shall at all times have standby arrangements for carrying out the work under the Contract, in case of any failure of the existing arrangement. NIFT New Delhi reserve the right for termination of the contract, at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderer at the cost, risk and responsibilities of Contractor and excess expenditure incurred on account of this will be recovered by the NIFT New Delhi, from the Contractor's Security Deposit or pending bill or by raising a separate recovery claim.

- b. It is duty of the contractor to provide all the necessary reports and other information to the Concerned In-Charge, from time to time, in order the review of the performance of the contractor. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the Institute, and shall not knowingly lend to any person or company any of the effects or assets of the Institute, under its control.
- c. In the event of loss/damage of equipments etc. at the premises of the NIFT, New Delhi due to negligence/carelessness of Contractor staff, the Contractor shall compensate the loss to NIFT, New Delhi. The Contractor or its representative/s shall meet concerned In-Charge regularly to take feedback regarding the Horticulture Services.
- d. The Contractor will also maintain a suggestion book and a complaint register, to be produced to concerned In-Charge, as and when required. Please note that suggestion book and complaint register will be periodically circulated amongst the faculty and staff for their input and suggestions.
- e. The Contractor shall, in performing its part of this Agreement, ensure the safety of the building, its equipments and the persons working in or visiting NIFT, New Delhi premises and shall indemnify Institute, for any loss or damage caused by any act of the Contractor or its employees or staff etc.
- f. The Contractor shall not assign or sublet this Agreement or any part thereof to any third party.
- g. The horticulture staff shall be regularly trained on behavioral aspects and ethics.
- h. In case, the information / documents furnished by the bidder forming basis of evaluation of its Bid is found to be false / fake/ forged during any stage of the tender, Institute shall have the right to terminate the Contract and get the remaining Works executed by a third party at the risk & cost of the Contractor and without any prejudice to other rights available to NIFT under the contract such as forfeiture of the security deposit furnished by the Contractor.
- i. In case, if any submitted challan of statutory liability founds to be false / fake, the amount of same would be recovered from the monthly bill of the Contractor along with the penalty, as decided by the competent authority of the Institute.

#### 29. Dispute Settlement:

It is mutually agreed that all differences and disputes arising out of or in connection with this Agreement shall be settled by mutual discussions and negotiations. If such disputes and differences cannot be settled and resolved by discussions and negotiations, then the same shall be referred to the Sole Arbitrator appointed by the Director of NIFT, New Delhi, whose decision shall be final and binding on both the parties.

#### ANNEXURE-I

#### **Scope of Work**

#### 1) The basic purpose of said Horticulture Work is to

- Maintain the existing plantation and horticulture work.
- Covered the whole campus with all seasoned greenery and beautiful flowers.
- Implementation of some new concept of landscaping to increase the face value of Institute set up and to increase the green area of the Institute.

Existing area of the horticulture: 15,734 Sft (Approx). Details are mentioned here under in **Para-3**.

#### 2) The scope of the work consists of the following:

- To maintain all the trees, plants, flowers, shrubs, hedges and lawns.
- Regular watering, weeding, mowing, manuring and relaying.
- Spraying of insecticides, fungicides, weedicides and PGR at regular intervals and as per the need.
- Regular lawn mowing.
- Cutting, pruning and trimming of plantations at regular intervals and as per the need.
- Preparation & maintenance of flower beds, seasonal & perennial both.
- Preparation & maintenance of flower pots & plant pots, for indoor and outdoor designated places.
- Plantation of new trees, flowers and shrubs by excavation, as & when required.
- Development of nursery for seasonal & perennial types of flowers & plants.
- Removal of wild grass from whole of the campus.
- Removal and disposal of unwanted weeds, bushes, shrubs & other garden refuse from garden area
   & other area to designated space.
- Any other jobs, which is required to improve the aesthetic appearance of Buildings by introducing new concepts and ideas in the said field.

#### 3) Area Statement:

(1) Mini Amphi theatre planters (New Builing) : 1411.50 Sft.

(2) New Building Reception Planter Area (Near Back Gate) : 317.60 Sft.

(3) Back Gate to Last end of Ramp wall : 1228.09 Sft.

(4) Old Campus (C Block to D Block, SFS Side) : 717.00 Sft.

(5) Sonal Mansingh Dance School side : 660.02 Sft.

(6) Near Main Gate/Old Porta Cabin Area : 8559.00 Sft.

(Sonal Mansingh Dance School Side)

(7) Main Gate to Canteen Back Side : 1335.00 Sft.

(Side of Yamini Krishnamurthy Dance School & Aadi Society)

(8) Near Old Basement Ramp/Gate : 297.00 Sft.

(9) Main Gate Reception Area Planters : 949.00 Sft.

(10) Area for planter in H Block near lift : 20.00 Sft.

(11) Area for planter in new Canteen and Kitchen block : 36.13 Sft.

(12)Planter Area in Amphi theater : 203.00 Sft.

Total = 15733.34 Sft.

#### **ANNEXURE-II**

#### RESOURCES REQUIREMENT

#### THE CONTRACTOR HAS TO PROVIDE THE FOLLOWINGS:

#### Material & Equipment

- 1. Sufficient number of normal tool such as spades, rakes, Hasia, khurpa, Weeding khurpi, Hedge gears, hatchets, pick Axe, secateurs, Fawda and garden saws etc required during the day to day operation of horticulture work.
- 2. Sufficient numbers of water canes, wheel barrows, Hose pipes & Sprayer, looking the area and scope of work in consideration.
- 3. Sufficient quantity of cow dung manures, DAP, Urea, other fertilizers, pesticides, insecticides, fungicides & PGR, as per need and requirement on actual basis.
- 4. Electricity & water will be provided from the institute's side, however sufficient quantity of good quality hose pipe, suitable for all seasons and proper capacity lead wire along with plug top is to be provided by the contractor. Provision of extension cord for giving the electrical output is also in the scope of the contractor.
- 5. Following Equipment's to be provided by the contractor for effective Horticulture work in whole of the campus. In case, if the said equipment's are not able to ensure an effective, efficient and proper horticulture services in the entire premises of the Institute, the Contractor will have to increase the numbers as per the requirement. No payment whatsoever will be made for these additional quantities. All these equipment's may be inspected by Concerned In-Charge of NIFT New Delhi at any time for their effectiveness and proper functioning.

S. No.	Description	Number required)
1	Lawn Mover	1
2	Electric Brush Cutter	1
3	Hand rickshaw trolley	1

Please note that it is duty of the contractor to maintain sufficient stock of all the items looking into area and scope of the work. The consumables, which are to be used, should be got approved by Concerned In-Charge of NIFT, New Delhi. Records of the consumable shall be maintained, which shall be checked by the Concerned In-Charge of NIFT, New Delhi from time to time. In case, if a Horticulture services is not found satisfactorily for want of horticulture staff, Clause No. 25 of General Conditions of the Contract comes into the enforce.

#### **MAN POWER**

a. 3 Nos. of Manpower, are needed for proper Horticulture Services in whole of the Campus..

#### b. Manpower Qualification:

The Contractor shall deploy competent, experienced and trained personnel having following minimum requirement to perform services under this agreement. All personnel shall carry proper identity cards and shall be dressed in uniform. The staff shall maintain discipline and conform to office etiquette. Owner may at any time instruct to remove undesirable staff of the Service provider at their sole discretion. The Owner can also verify the qualification of the deputed staff. No child labour will be permitted. The Contractor will provide the list of all deployed staff with a copy of their Aadhar card and two photo to NIFT Concerned official.

Position	Minimum Qualification	Minimum no's. of Years of experience in relevant field	Nature of experience
Horticulture worker	-	2	Persons must have at least two years of experience of performing horticulture & maintenance works including having experience of operating lawn movers.

## Annexure – III

#### TECHNICAL BID

## HORTICULTURE SERVICES IN NIFT, DELHI CAMPUS, NEW DELHI

### **DETAILS OF TENDERER:**

1	NAME OF PROPRIETORSHIP/COMPANY/ PARTNERSHIP etc.	
2	NAME OF PROPRIETORS / DIRECTORS/ PARTNERS	
3	FULL PARTICULARS OF OFFICE	
a.	Address	
b.	Telephone No.	
c.	E-mail Address	
4	REGISTRATION DETAILS	
a.	PAN	
b.	Goods and Service Tax Registration No. (GSTIN)	
c.	E.P.F. Registration No.	
d.	E.S.I. Registration No.	
e.	Labour License No.	
f.	Any other registration which is mandatory for such agencies stipulated by Concerned authorities.	
5	DETAILS OF TENDER DOCUMENT COST	
a.	Amount (Rs.)	

b.	Demand Draft No.
c.	Drawn on Bank
d.	Valid up to
6	DETAILS OF EARNEST MONEY DEPOSIT
a.	Amount (Rs.)
b.	Demand Draft No.
c.	Drawn on Bank
d.	Valid up to
7	TOTAL TURN OVER OF 3 PRECEDING FINANCIAL YEARS
a.	2016 -17
b.	2015 -16
c.	2014 -15

## B. <u>DETAILS OF SIMILAR WORK DURING PAST 3 YEARS</u>:

		Details		Duration of	f Contract
	Name and Address of the	regarding the		From	To
	Organization, Name,	Contract	Value of		
S. No.	Designation and Contract	including	Contract		
	Telephone / Fax No. of the	total	( <b>Rs.</b> )	DD/MM/YY	DD/MM/YY
	Officer Concerned	manpower			
		deployed			
A					
В					
G					
C					
D					
D					
Additional information, if any					

Date:	Signature of Tenderer
Place:	Name:

(Please attached extra sheet, if required)

Page **22** of **26** 

Seal:

## Annexure – IV

#### FINANCIAL BID

#### FOR HORTICULTURE SERVICES IN NIFT, NEW DELHI

Name & Address of the Tenderer:	

S. No.	Particulars	Unit	Quantity	Rate per month (Rs.)	Total
1	Manpower				
a)	Semi-skilled	No's			
		Total			
2	PF & ESI Charges on actual basis on 1				
3	Materials Cost	Monthly basis		s	
	(Please attach se	eparate sheet in supp	ort of materials	for reference)	
4	Equipments Cost		Monthly basi	s	
	(Please attach sep	parate sheet in suppo	ort of equipment	s for reference)	
5	Sub Total (1+2+3+4)				
6	Profit Margin in terms of percentage on 5		%		
7	Total (5+6)				
8	Applicable GST on 7			%	
	Gra	nd Total (7+8)	- 1		
(In wo	ords)				

- The Tender job will be awarded on overall L1 basis, not on individual item basis.
- In case of tie between the parties, the L1 will be decided on overall criteria and more particular on financial capabilities and past experience.
- Parties are advised to quote the rates considering all the statutory liabilities and their profit
  margins. Parties who will quote nil margins and avoid any of the statutory liabilities will be treated
  as unresponsive and his financial bid will be treated as cancelled. If that would be the case, the
  EMD of the respective bidder will be forfeited.

## ANNEXURE – V

## SOLVENCY CERTIFICATE

(For Rs. 5 Lacs)

(On Bank"s Letterhead)

Ref. No:	Date:
TO WHOMSOE	EVER IT MAY CONCERNED
·	dge and information, M/s(Bidders name with complete address), a customer of ou
Bank, is respectable, and is capable of executing	ng orders to the extent of Rs (Rupees) as disclosed by the information and records
which are available with us.	as discressed by the information and records
	have been our customer since to date and nt, against various facilities granted by the Bank:
This certificate is issued without any guarante	ee, risk or responsibility on behalf of the Bank or any of its fic request of the customer for the purpose of participating in
	Signature of Authorized Person
	Name:
	Date:
Seal:	

## Annexure - VI

## **DECLARATION**

(To be executed by bidder on Rs.10/- Stamp paper & attested by Public Notary / Executive Magistrate by the bidder)

1.	I,		
2.	I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.		
3.	the information / documents furnished along with the above application are true and athentic to the best of my knowledge and belief. I/ We, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of any tender at any stage besides liabilities towards prosecution under appropriate law.		
	Signature of Authorized Person		
	Full Name:		
	Company"s Seal:		
Date:			
Place:			
Note:	The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Bid.		

## Annexure – VII

### CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED WITH THE TENDER

Confirm the enclosure of all the below listed documents without which tenderer may not be eligible to participate in the tender.

S. No.	Items	Confirm
1	Tender document cost	
2	Earnest Money Deposit.	
3	Tender form with complete technical bid and financial bid, with all pages serially numbered, signed and stamped on each page.	
4	Audited Balance Sheet of last 3 years with Statement of Income & Expenditure, Receipt & Payment account, Profit & Loss account etc.	
5	Income Tax returns of last 3 years.	
6	Photocopy of PAN Card.	
7	ESI Registration Certificate copy	
8	EPF Registration Certificate copy	
9	Goods & Service Tax Registration Certificate	
10	Copy of Registration Certificate under Central Labour Law Authorities.	
11	Documentation support of Contracts fulfilled in last 3 years along with their values in support of experience and financial credibility.	
14	Satisfactory completion of contract certificate from previous organizations.	
15	Solvency Certification as per Annexure-V.	
15	Declaration as per Annexure-VI.	

	Signature of Authorized Person
Date:	Full Name:
Place:	Company Seal: