



राष्ट्रीय प्रौद्योगिकी संस्थान रायपुर  
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### **e-TENDER DOCUMENT**

## **E-Tender for Contract of Annual Maintenance of Garden**

|                                 |   |                                        |
|---------------------------------|---|----------------------------------------|
| BID REFERENCE                   | : | No./NITRR/S&P/Horticulture/OT/2023/293 |
| DATE OF COMMENCEMENT            | : | 10/05/2023                             |
| PRE-BID MEETING                 | : | 18/05/2023 at 15:00Hrs                 |
| LAST DATE FOR SUBMISSION OF BID | : | 03/06/2023 upto 18:00Hrs               |
| OPENING OF TENDER               | : | 05/06/2023 at 16:00Hrs                 |

Tender documents may be downloaded from our **Institute Website:** [www.nitrr.ac.in](http://www.nitrr.ac.in) & [www.tenderwizard.com/NITR](http://www.tenderwizard.com/NITR).

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**SECTION – I**  
**INVITATION OF BIDS**

National Institute of Technology, Raipur invites e-tenders, under **Two-Bid** system, from prospective contractors / reputed Indian agencies for providing garden maintenance at NIT Raipur premises for an initial period of **One year and extendable for maximum of 02 additional tenures of 12 months with 10% escalation in each 12 months tenure.**

Interested Bidders may obtain further information from the office of Stores and Purchase, NIT Raipur. Bids are invited for the work mentioned here under:

| S. No.    | Items                           |                    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------|---------------------------------|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A.</b> | Scope of work                   | Garden Maintenance | Supply of worker (Semi- skilled and unskilled) for maintenance of all existing trees, plants, shrubs, hedges, lawns and flower beds that are ear-marked for up keeping and preservation, preparation by uprooting the old plants, for sowing and planting of new seedlings, plants, shrubs etc. (medicinal, seasonal and perennial, as per the requirements provided) and different types of cutting including earth work, spreading and mixing of cow dung manure and fertilizers and levelling and bund making etc. To prepare and maintain flowers and plant pots with flowers and plants both indoor and outdoor at designated places to be decided in consultation with the designated officer. This job also includes regular watering of grass, lawns, trees, shrubs, plants etc. Transportation and placing of decorative plants to various seminars/functions of the Institute and back, spraying of insecticides, pesticides, weedicides on the plants as and when required, removing the waste to the proper place. Intercultural operation and maintenance of the plants both in flower beds and pots including preparation of soil mixture (cow dung manure, soil, fertilizers), weeding, liming, manuring, filling of pots with soil mixture, cutting of hedges, grass cutting in lawn and lifting the grass to the <b>compost pit</b> . |
| <b>B.</b> | Cost of Bid Document            |                    | Rs. 1180/- (INR One Thousand One Hundred Eightyonly) by online mode only through <a href="http://www.tenderwizard.com/NITR">www.tenderwizard.com/NITR</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>C.</b> | Download of Bid Document        |                    | From <a href="http://www.nitr.ac.in">www.nitr.ac.in</a> & <a href="http://www.tenderwizard.com/NITR">www.tenderwizard.com/NITR</a> From to                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>D.</b> | Pre-Bid Meeting                 |                    | 18/05/2023 at 15:00 Hrs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>E.</b> | Last date of Submission of Bid  |                    | 03/06/2023 up to 18:00 Hrs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>F.</b> | Date of opening of Bid          |                    | 05/06/2023 at 16:00 Hrs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>G.</b> | EMD                             | Garden Maintenance | <b>Rs.75,000/- (INR Seventy Five Thousand Only)</b> through online mode only at <a href="http://www.tenderwizard.com/NITR">www.tenderwizard.com/NITR</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>H.</b> | Place of opening of Bids        |                    | National Institute of TechnologyRaipur-492010(C.G.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>I.</b> | Email address for Communication |                    | <b><a href="mailto:storenpurchase@nitr.ac.in">storenpurchase@nitr.ac.in</a></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

**SECTION – II**  
**GENERAL INFORMATION**

**(Tender for Contract of Annual Maintenance of Garden)**

|           |                                                                                   |  |
|-----------|-----------------------------------------------------------------------------------|--|
| <b>1.</b> | Name and Address of the Bidder                                                    |  |
| <b>2.</b> | Contract:                                                                         |  |
| <b>3.</b> | Telephones:                                                                       |  |
| <b>4.</b> | Fax:                                                                              |  |
| <b>5.</b> | E-mail:                                                                           |  |
| <b>6.</b> | Mobile No:                                                                        |  |
| <b>7.</b> | Category of the Bidder (Whether Company, Partnership Firm or Proprietary Concern) |  |
| <b>8.</b> | Name of Chief Executive Officer and Telephone No.                                 |  |
| <b>9.</b> | Year of Establishment                                                             |  |

Note: Separate sheets may be attached wherever necessary.

Signature of the Bidder  
With stamp and date

**SECTION – III**  
**INSTRUCTIONS TO BIDDERS**

**1. GENERAL:**

Submission of Bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by NIT.

**2. DEFINITIONS:**

- i) "The Purchaser" means NIT Raipur. "The Institute" also means NIT Raipur.
- ii) "The Bidder" means the individual or firm who participates in the tender and submits its bid.
- iii) "The Contractor" means the individual or firm providing garden maintenance at NIT Raipur upon the award of the contract.
- iv) "The Services" means all garden maintenance and plantation services without materials which the Contractor is required to provide to the purchaser under the Contract.
- v) "Contract" means the final acceptance (of Tender) placed by the purchaser on the Contractor signed by the purchaser including all attachments and appendices thereto and all documents incorporated by reference therein.

**3. ELIGIBILITY CONDITIONS FOR BIDDERS:**

- I. The bidder must be registered under appropriate authorities i.e. must be registered with Service tax authorities/Income tax/EPF/ESI authorities/PAN etc.
- II. A consistent history (in last ten years) of litigation or arbitration awards against the applicant is not acceptable.
- III. Must not have been under any declaration of ineligibility/blacklisting by any authority. A statement to the effect should be furnished.
- IV. Joint Ventures (JV) are not permitted.
- V. Must have experience of at least 02 Years (Different Financial Years or Calendar Years) for providing garden maintenance (of minimum 6000 Sq. m. garden area) satisfactorily to any National Institute/Institute of repute, Central or State PSU/Departments or Malls or Central/State/Municipality controlled parks. Copy of contract and satisfactory performance certificate of last three contracts with 6000 Sq. m. garden and landscape area or more need to be attached.
- VI. Average Annual financial turnover of related services during the last three financial years, should be at least Rs. 25, 00,000 (INR Twenty Five Lakhs).
- VII. Registered office or one of the branch offices of the bidder should be located in Raipur (for the last 3years). Proof of the same to be submitted along with the Bid. It is an essential condition that the tenderer maintains an established office in Raipur to provide regular service. Non-compliance of the same would lead to disqualification of the bid. Tender committee may surprise visit to the location mentioned.

**4. DOWNLOADING OF TENDER DOCUMENT:**

Interested Bidder can download the tender document from Institute website [www.nitr.ac.in](http://www.nitr.ac.in) & [www.tenderwizard.com/NITR](http://www.tenderwizard.com/NITR) and participate in this tender. **The complete tender document can be viewed and downloaded only from the website([www.tenderwizard.com/NITR](http://www.tenderwizard.com/NITR)) & [www.nitr.ac.in](http://www.nitr.ac.in) during the tender sale period. Interested bidders should submit the tender documents application fee& tender processing fee, through e-payment, at the time of making online request.**

The Bidder/Tenderer shall inspect complete premises of the Institute and assess the requirement of minimum number of personnel, material, accessories and equipment which may be necessary to be deployed to undertake the specified scope work and give appropriate price bid accordingly. (Please see Point no. 12, Page 8 of this document)

**5. BID SECURITY / EARNEST MONEY DEPOSIT (EMD)**

- I. EMD amount will be accepted through online mode only at [www.tenderwizard.com/NITR](http://www.tenderwizard.com/NITR).
- II. Without prejudice to any other right of NIT Raipur, the Earnest Money Deposit may be forfeited by NIT Raipur under following circumstances:
  - a. If the Bidder withdraws his bid during the period of bid validity; or

- b. In case the successful Bidder refuses to sign Agreement; or
- c. If the bidder fails to furnish the Performance Bank guarantee.
- III. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract.
- IV. EMD of the successful bidder shall be returned by NIT Raipur on receipt of Performance Bank guarantee from the successful bidder and after signing the agreement.

## 6. DOCUMENTS COMPRISING THE BID

The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document. The bids and all accompanying document shall be in English or in Hindi. The English version shall prevail in matters of interpretation.

The bids should be submitted according to **Two-Bid system through online mode i.e. [www.tenderwizard.com/NITR](http://www.tenderwizard.com/NITR).**

Following documents are required to be upload in clear & visible scanned format in e-tendering portal for Eligibility document: -

- a) Scanned/Digitally signed copies of following documents are required to be submitted for establishing Bidders Eligibility and Qualifications.
  - i. Copy of proof of having office in Raipur – Last 3 Years. (Establishment Certificate or any other relevant certificate issued by the authority required to be submitted in the proof)
  - ii. GST Certificate in REG-06 with all pages.
  - iii. Valid Income Tax PAN.
  - iv. Valid ESI and EPF Registration number.
  - v. Copy of GST returned recently filled.
  - vi. Copy of challan of ESI for last 3 years.
  - vii. Copy of Bank Solvency Certificate for Twenty lakhs.
- b) The Bidder, to qualify for award of contract, shall submit a power of attorney authorizing the signatories of the bid to commit each member of the Partnership/Consortium.
- c) Partnership deed or proprietorship deed or articles, Memorandum of Understanding, in case the Bidder comprises of Consortium/Partnership.
  - i. Nomination of one of the members of the partnership or consortium to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/partnership firm;
  - ii. Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
- d) The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership or consortium, full details of ownership and control of each member thereof.
- e) Certificate(S) from Manager-level executive/Officer of clients for establishing experience of having satisfactorily completed maintenance services of gardens "OR" the PO/WO issued for the same work along with the proof of having received final payment against the same PO/WO.
- f) Self attested copy of valid Licence and number under Contract Labour Act.
- g) Non-participation declaration of any close relative (On aStamp paper of Rupees One Hundred only).
- h) Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address, and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also.

## 7. SUBMISSION OF BIDS:

- (i) Tender is required to be submitted only through online mode only at [www.tenderwizard.com/NITR](http://www.tenderwizard.com/NITR). No other mode of submission will be accepted in any circumstances.

- (ii) Complete tender documents must be submitted on or before **as per schedule mentioned through e-Tendering mode only at website i.e. [www.tenderwizard.com/NITR](http://www.tenderwizard.com/NITR)**. Complete tender papers, duly accompanied with receipts of e-payment of tender cost, EMD shall be received online as per date and time mentioned. Tender shall be opened through e-tendering systems.
- (iii) Bidders/Tenderers are advised to complete all submission related work well before the allotted Time and date for submission of tender online. Any request for modification in the time/date of submission of tender due to tenderer's failure to submit his offer, will not be accepted.
- (iv) **To participate in the e-tender, it is mandatory for the bidders to have user ID & password, which has to be obtained by submitting an annual registration charges of Rs. 2000/- +GST @ 18% to ITI, through e-payment. Also, it is mandatory for all bidders to have class 3 digital signature certificates from any of the CCA (Controller of Certifying Authority, India) or if any support required on DSC, Please contact back to us. (Helpdesk No. 011-49424365, 8800991863).**
- (v) Telephonic request to NIT Raipur officials will not be entertained in any circumstances. Any query related to tender must be through e-mail only to [storenpurchase@nitrr.ac.in](mailto:storenpurchase@nitrr.ac.in).
- (vi) The bid along with necessary documents should be uploaded only on the [www.tenderwizard.com/NITR](http://www.tenderwizard.com/NITR) portal as per guidelines mentioned in the portal. Tender have to be submitted only online at <https://www.tenderwizard.com/NITR>. All 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.

**7. ONE BID PER BIDDER**

Each bidder shall submit only one tender either by himself or as a partner or as a member of consortium. If a bidder or if any of the partners or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

**8. NON- PARTICIPATION OF NEAR RELATIVES**

The bidder should give a certificate in Form at Section VII that none of his/her near relative (as defined below) is working in the Institute where he is going to apply for the tender. The near relatives for this purpose are defined as:

- a) Members of a Hindu undivided family.
- b) They are husband and wife
- c) The one is related to the other in the manner as father, mother, son(S), andson's and brother's wife, sister(S) and sister's husband (brother-in-law).

**9. RATES**

(i) Rates are to be quoted only in Financial Bid form provided in excel(.xls) format made available in the portal.

(ii) Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of garden maintenance services at the premises of NIT Raipur. This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor and any other statutory liabilities which should be clearly stated by the contractor, as applicable and shall not be subject to any charge/revision during the contract period.

(iii) Conditional bids/offers will be summarily rejected.

(iii) No enhancement of rates will be allowed for the job contract during the currency of contract.

(iv) The GST should be mentioned separately by the bidder. However, the price comparison will be done based on base price excluding statutory taxes.

**Following procedures shall be adapted in case of difference in quoted rates in figures and words and extensions:**

- i. Where there is difference between rates in figures and in words, the rates quoted in words shall be considered as correct.

- ii. Where the amount of an item is not worked out, it does not correspond to the rate either in figures or in words, the rate quoted in words shall be considered as correct and necessary extension made.
- iii. Where the rates quoted by the tenderer in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the tenderer shall be considered as correct and amount shall be corrected accordingly.

**10. COST OF BIDDING**

The bidders shall bear all costs associated with the preparation and submission of the Bid. NIT Raipur, in no case, shall be responsible for this cost regardless of the conduct or outcome and amount of the Bidding process.

**11. VALIDITY OF BID**

The bid shall remain valid for **180** days after the date of opening of bid. A bid valid for a shorter period shall be rejected by NIT Raipur as non-responsive. NIT Raipur may request the bidder for extension of period of bid validity. In such eventuality of extension of bid validity, the validity of bid security provided shall also be suitably extended. However, modification in Bid will not be allowed at any stage.

**12. PRE-BID MEETING**

It is recommended that prospective bidders should attend the pre-bid meeting scheduled on designated date and time so that they can have an idea of the quantum of work of the garden and landscaping area. The bidders who do not attend the Pre-Bid meeting are also free to quote the rates but the same shall be at their own risks and liabilities as it will not be conducted on multiple occasions. Issues raised later based upon the inappropriate assessment of the work-area on the part of bidder will not be entertained. The costs of visit for pre-bid meeting shall be borne by the bidder. It shall be deemed that the bidder/contractor has undertaken a visit to the Institute and is aware of the operational conditions prior to the submission of the tender documents. Bidders interested to attend the Pre-Bid meeting should also give prior information to the Office of Stores and Purchase (**only through e-mail at [storenpurchase@nitrr.ac.in](mailto:storenpurchase@nitrr.ac.in)**).

**13. TECHNICAL AND FINANCIAL BID OPENING AND EVALUATION**

On the basis of submitted document and based on fulfilment of the eligibility criteria, the evaluation will be carried by NIT Raipur. If information and details furnished by applicants are found to be false or inadequate at the time of evaluation or any time in future or any information withheld which comes to the notice of NIT Raipur at a later date, the TENDER of such applicant will be cancelled immediately. The application of the contractors who do not fulfil the eligibility Criteria will be rejected and will not be evaluated further.

- a. In case, the date fixed for opening of bids is subsequently declared as holiday by the Government of India State Govt., the revised Schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- b. Any bid received by the Department after the deadline for submission of bids, as stipulated above, shall not be considered, and will be returned unopened to the bidder.
- c. The bid of any bidder who has not complied with one or more of the conditions will be summarily rejected.
- d. Conditional bids will also be summarily rejected.

The authorized representatives of NIT Raipur will open the Technical Bids through online mode & bidder may see the details in the e-tendering portal. NIT Raipur will evaluate the application in three stages:

- a. In the first stage, incomplete bids, conditional tenders or offers received without Bids, without EMD, without Tender fee (if the tender document is downloaded from the Institute website), if any, will be rejected.
- b. In the second stage, eligibility criteria of the bids qualifying in the first stage will be evaluated as per the eligibility conditions mentioned in the tender document.
- c. In the third stage, the financial bids of the technically qualified bidders will be evaluated.

**14. AMENDMENT OF BID DOCUMENTS**

The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Office of Stores and Purchase, NIT Raipur. In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the Stores and Purchase **(only through e-mail at [storenpurchase@nitrr.ac.in](mailto:storenpurchase@nitrr.ac.in))**, NIT Raipur, not later than two weeks before submitting his bid. Any such clarification, together with all details on which clarification had been sought, will be copied to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidder and the Department shall be carried out in writing.

At any time, prior to the date of submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid document by amendments. The amendments shall be notified on **NITRR website ([www.nitrr.ac.in](http://www.nitrr.ac.in))** by corrigendum and these amendments will be binding on the bidders. In order to afford prospective bidders a reasonable time to take the amendments into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably. Except for any such written clarification by the Institute, which is expressly stated to be an addendum or a corrigendum to the tender document issued by the Store and Purchases and Purchase, NIT Raipur, no written or oral communication, presentation or explanation by any other employee of the Institute shall be taken to bind or fetter NIT Raipur under the contract.

**15. MISSING DOCUMENTS**

If any of the documents required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, the purchaser at its discretion may also ask for the submission/missing documents within a stipulated time period. In such case(s) the bidder shall have to comply with the purchaser's requirement within the specified time. In case of non-compliance to such queries, the bid will be out-rightly rejected without entertaining further correspondence in this regard.

**16. ACCEPTANCE / TERMINATION OF BID**

The NITRaipur reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of NITRaipur action.

**17. EVALUATION AFTER OPENING OF FINANCIAL BID**

- (i) NIT Raipur shall evaluate the bids to determine whether they are complete, whether any computational errors have been made. A conditional bid will be rejected by NIT Raipur.
- (ii) Arithmetical errors shall be rectified on the following basis.
  - a) If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.
  - b) If there is a discrepancy between words and figures, the amount in words shall prevail.
- (iii) NIT Raipur shall evaluate, in detail, and compare the substantially responsive financial bids and comparison of bids shall be on sum total mentioned on the basis of base price excluding statutory taxes and electricity and water charges in the financial bids. The final acceptance of a bid shall be on lowest individual sum total of the base price quoted in financial bid/s of garden maintenance.

**18. ISSUE OF LETTER OF INTENT**

NIT Raipur shall consider placement of Letter of Intent to that bidder whose offers have been found technically and financially acceptable. The bidder shall within 21 days of issue of Letter of interest, give his acceptance along with performance security in conformity with the bid document.

**19. SIGNING OF CONTRACT**

NIT Raipur shall issue the final acceptance of Tender and an agreement shall be drawn within 15 days of issuance of contract. The signing of contract shall constitute the award of contract on the bidder. Failure of the successful bidder to comply with the signing requirement shall constitute the sufficient ground for the annulment of the award and forfeiture of the bid security, in which event NIT Raipur may at its discretion award the work to other bidder or call for fresh bids.

**20. RIGHT TO VARY QUANTITIES**

NITRaipur will have the right to increase or decrease up to **10%** of the Tender Quantity/ area of Services specified in the scheduled of requirements without any change in the charges of the offered quantity/ area or other termsand conditions at the time of award of contract. However, NITRaipurshall place order as per the actual requirements only from time to time.

**21.** The Purchaser, NIT Raipur, reserves the right to disqualify the supplier for a suitable period who habitually failed to provide the services as per the terms and condition of the tender. Further, theContractor who provides the services do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser. The Purchaser, NIT Raipur,also reserves the right to blacklist a bidder for tendering in NITRaipur for a maximum period of 2 years in case he fails to honour his bid without sufficient grounds.

**22.** Each Bidder (each member in the case of partnership firm/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. If the NIT Raipur subsequently finds to the contrary, then NIT Raipur reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

**23.** Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

**24. DURATION OF CONTRACT**

The duration of work contract is **initially for a period of one** extendable for maximum of **two additional tenures of 12 months with 10% Escalation in each 12 months tenure.**

**25. Photocopies & supporting documents submitted should be legible and self-attested.**Only the documents as asked in the Tender must be submitted. It is to be strictly observed that no irrelevant (or) superfluous documents are submitted with the Tender.

**26.** The electricity charges, if required,for garden maintenance services have to be borne by the Contractor. The bidders, after the Pre-Bid meeting, must assess the electricity charges to be incurred by them. A declaration of the estimate of the electricity charges are to be submitted with the Technical Bid. The bidders have to declare the equipment along with their rating and the successful bidder has to submit the estimate of daily electricity consumptionmentioned for approval by concerned Institute Committee/Department formed by Director, NIT Raipur within 14 days of the receipt of Letter of Intent. Electricity consumption by the Contractorwill charged based on this estimatesubject to its approval by the Competent Authority. Use of water will be charged as 0.25 % per annum and will be deducted from the bill submitted. However, if upon inspection, any deviation is observed from the approved quantity resulting in increased electricity or water consumption, then NIT Raipur reserves the right to declare the Contractor as non-compliant and declare the awarded contract to be null and void.

**27.** Income Tax, Surcharge and/or Cess or any other levies will be deducted from the running bills as per the Rules applicable from time to time.

28. The gardener (Mali) should demonstrate own initiative for horticulture up gradation of NIT Raipur premises. Seasonal plan(s) for the same should be prepared and submitted to the designated officer.

## SECTION – IV

### QUANTUM AND SCHEDULE OF WORK

#### 1. Quantum of work:

Director, NIT, Raipur intends to appoint a reputed agency for providing Garden maintenance services within the Institute premises as detailed below:

Table 1: Summary of scope of work

| S.No. | Type of work       | Scope of work at relevant places with in the institute premises                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | Garden Maintenance | Supply of worker (Semi- skilled and unskilled) for maintenance of all existing trees, plants, shrubs, hedges, lawns and flower beds that are ear-marked for up keeping and preservation, preparation by uprooting the old plants, for sowing and planting of new seedlings, plants, shrubs etc. (medicinal, seasonal and perennials as per the requirements provided) and different types of cutting including earth work, spreading and mixing of cow dung manure and fertilizers and levelling and bund making etc. To prepare and maintain flowers and plant pots with flowers and plants both indoor and outdoor at designated places to be decided in consultation with the designated officer. This job also includes regular watering of grass, lawns, trees, shrubs, plants etc. Transportation and placing of decorative plants to various seminars/functions of the Institute and back, spraying of insecticides, pesticides, weedicides on the plants as and when required, removing the waste to the proper place. Intercultural operation and maintenance of the plants both in flower beds and pots including preparation of soil mixture (cow dung manure, soil, fertilizers), weeding, liming, manuring, filling of pots with soil mixture, cutting of hedges, grass cutting in lawn and lifting the grass to the compost pit.<br>Frequency/Timing: Daily, 7.00 am to 11.00 am and 02.00 pm to 06.00 pm. |

#### 2. DETAILED SCOPE OF WORK

##### Garden Maintenance

The work of garden maintenance services at NIT, Raipur for a period of one year, includes all the scope of work summarized in the table 1 for pre-designated garden and plantation area within the entire premises of NIT Raipur including the area inside and surrounding the main building and Architecture building, in and around Hostels, common areas of Faculty/staff quarters and multi-storeyed apartments, area outside Central Computer Centre, Workshop, Canteen, Guest House, etc.

Regular Maintenance: The maintenance work includes the entire lawn, plants/trees/shrubs /ground covering plants, on the fences etc. in NITRR premises and total open area including the NITRR compound wall. **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 maintenance of:

- 2.1 Lawn of the entire NITRR Campus including Director's office cum residence. Areas outside residential quarters for faculty, staff and hostels.
- 2.2 All trees, shrubs, hedges, plants etc. of the entire NITRR campus;
- 2.3 Flower beds, plants in pots and plants on fence / compound wall tops;
- 2.4 Keeping plants alive and healthy;
- 2.5 Watering plants, shrubs, saplings, trees daily (except on rainy days) preferably in the morning and evening and not in the hot sun to avoid heavy transpiration;
- 2.6 Regular uprooting all kinds of weeds;
- 2.7 Removal of unwanted bushes from the campus premises.
- 2.8 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 red soil and manure to the roots of the plants wherever necessary;
- 2.9 Keeping the lawn area, garden and the surroundings in a clean and neat condition;

- 2.10 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.
- 2.11 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
- 2.12 Overgrowing trees from neighbouring gardens spreading on to NITRR premises will have to be pruned periodically from above the fence level vertically up.
- 2.13 Names of the plants (Hindi, English & Botanical names) have to be written on pliable plastic plates & tagged to the respective plants or erected on small poles on the soil to identify the plants. Apart from that, name of plants and numbering in the existing trees and plants required to be done under the guidance of Horticulture Committee.
- 2.14 Any gap on fences, hedges or elsewhere will have to be filled up within a week.
- 2.15 Performing all such other relevant maintenance services in accordance with all Laws, NITRR's 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.
- 2.16 Maintenance of Potted plants in earthen pots including resetting/displaying, including watering, weeding, hoeing, colouring, transplanting the damaged pots and disposal of generated garbage at specified place as per directions of the Institute.
- 2.17 Plantation of new shrubs, plants, trees as given in the table below. The quantity of plantation required at various patches with their probable height are as follows:

| S. no. | Probable Locations                                                      | Area (sqm) approx. | Plantation Details                         | Qty in Nos. | Min. Height |
|--------|-------------------------------------------------------------------------|--------------------|--------------------------------------------|-------------|-------------|
| 2.1    | Patch from main gate to central garden                                  | 220.00             | All seasonal plants and shrubs with hedges | 510         | 0.25mtr     |
|        |                                                                         |                    | Flowering plants                           | 200         | 1 mtr       |
|        |                                                                         |                    | Grass and turf                             | NA          | NA          |
|        |                                                                         |                    | Palm                                       | 25          | 2 mtr       |
| 2.2    | Central Garden/s                                                        | 1730.00            | Medicinal plants                           | 50          | 1 mtr       |
|        |                                                                         |                    | Grass and turf                             | NA          | NA          |
| 2.3    | Patch near ATM                                                          | 130.00             | All seasonal plants and shrubs with hedges | 50          | 1 mtr       |
|        |                                                                         |                    | Grass and turf                             | NA          | NA          |
| 2.4    | Patch in front of Student's corner to Canteen                           | 1140.00            | Bamboo and palm                            | 50+50       | 2 mtr       |
|        |                                                                         |                    | All seasonal plants and shrubs with hedges | 100         | 0.25mtr     |
|        |                                                                         |                    | Medicinal plants                           | 30          | 1 mtr       |
| 2.5    | Open spaces situated inside the main building and Architecture building | 1800.00            | Flowering plants                           | 2000        | 1mtr        |
|        |                                                                         |                    | All seasonal plants and shrubs with hedges | 600         | 0.25mtr     |
|        |                                                                         |                    | Medicinal plants                           | 200         | 1 mtr       |

In the table above:

- Flowering plants comprise of **equal proportions** of Roses, Blanket flowers, daisies, Veronica, Coreopsis, Perennial Hibiscus, Plumeria and Lavender with a combination of full sun, partial shade and full shade tolerance/requirement for growth.
- Medicinal plants comprise of **equal proportions** of Chamomile, Ashwangandha, Basil, Dandelion, Echinacea, Lemon Balm, Thyme, Tulsi, Rosemary, Peppermint.
- All season plants and shrubs comprise of **equal proportions** of Petunia, Marigold, Zinnia, Geranium, Calendula, Impatiens and Bletilla with a combination of full sun, partial shade and full shade tolerance/requirement for growth.

**The successful contractor must ensure that the new plantations are good and healthy and are maintained subsequently for the entire period of maintenance left or three months, whichever is later. In case of replacement of diseased plantation, among the new ones, the cost of the same will be borne by the contractor.**

Following is the list of manure/fertilizers to be used for garden maintenance services.

- a) Cow-dung (Well composed); b) Sewage sludge (Free of Sandy material)
- c) Garden Soil; d) Fine Sand; e) Urea; f) Bone Meal; g) Neem Oil Cake (Pulverised)
- h) DAP; i) Agromeal; j) Vermicompost; k) Zinc; l) Mustered oil cake

Following pesticides/ insecticides/ fungicides, etc. are to be sprayed and used as and when required.

- a) Malathion 25% EC; b) Roger 35% EC; c) Metacystox 50% EC; d) Chlorpyrifos 20% EC
- e) Nuvan 76% EC; f) Gypsum; g) Bavistin 50% EC; h) Blitox; i) Ratol; j) Rose Food
- k) Daisis; l) Rootex

The bidders must go through the list of fertilizers and pesticides provided in the tender document and quote the prices of the same and equipment charges after ensuring properly the quantum of work (to be done as per the standards mentioned in the tender document) and pre-bid visit.

**Note: Bidders should keep visiting the institute's website [www.nitr.ac.in](http://www.nitr.ac.in) & [www.tenderwizard.com/NITR](http://www.tenderwizard.com/NITR) regularly for any further updates till the last date of submission of the bid. NIT Raipur shall not be responsible if information posted on the Institute website has been ignored by the bidder.**

**SECTION – V**  
**GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

**1. PERFORMANCE BANK GUARANTEE/PERFORMANCE SECURITY**

The successful contractor has to submit a Performance bank guarantee/performance security of 3% of awarded value from a nationalized Bank only valid for a period of Eighteen months. The period of holding the performance bank guarantee/performance security by the Purchaser will be extended accordingly as per extension of contract, if granted.

**2. PERIOD OF CONTRACT**

The Contract is initially for a period of One year extendable for maximum of 2 additional tenures of 12 months with 10% escalation in each 12 months tenure.

**3. TERMINATION OF CONTRACT**

3.1.1. NIT Raipur may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in parts;

3.1.1.1. If the contractor fails to provide service to the satisfaction of NIT Raipur within the period (s) specified in the contract or any extension thereof granted by NIT Raipur.

3.1.1.2. If the contractor fails to perform any other obligations(s) under the contract

3.1.1.3. If the contractor does not follow the labour laws or other statutes in the matter.

3.1.1.4. If the contractor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the NIT Raipur may authorize in writing) after receipt of the default notice from the NIT Raipur.

**3.1.6. NIT Raipur may, without prejudice to other rights under law or the contract provided, terminate services done at the risk and cost of the contractor, in above circumstances.**

3.1.7. In the event of such termination, the proportionate performance security of the component of work terminated shall be forfeited completely.

3.1.8. Depending upon the severity of negligence, NIT Raipur reserves the right to blacklist the agency/contractor from further participation in any of NIT Raipur tenders/ Contracts. The decision of NIT Raipur shall be final in this regard.

**4. TERMINATION FOR INSOLVENCY**

The purchaser may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the contractor if the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**5. FORCE MAJEURE**

Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, the Bidder shall promptly notify NIT Raipur, the successful bidder shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure even. The successful bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

6. The contractor shall employ only trained and experienced workers having courteous manners, after verifying their antecedents.

**7. STATUTORY OBLIGATIONS**

(i) The Contractor will have to observe the statutory obligations, whatever may be applicable, imposed under the concerned applicable laws such as the Contract Labour (R&A) Act 1970 with contract Labour (R&A) 1971. The Employees State Insurance Act 1948, the Provident Fund Act. The Minimum Wages Act 1948, the payment of Bonus Act, 1963, Act 1927, I.D. Act, 1947 and

the provisions of Employment of Children Act 1938, House of Employment Regulation and Children Act 1938. The Shops and Establishment Act., etc. and other relevant Acts applicable and/or statutes that may be applicable from time to time or that may be introduced by the Central/State Government or Municipal/Local self-Government authorities subsequent to the date of this agreement.

- (iii) The Contractor shall keep the NIT Raipur indemnified from all acts of omissions, defaults, breaches and/or any claim, loss or injury and expenses to which NIT Raipur may be put to or involved as a result of Contractor's failure to fulfil any of the obligations here under and/or under statutes and/or any bye-laws or rules framed there under or any of them.
- (iv) In case of accident arising out of and in the course of this agreement, NITRaipur will not be responsibility of the contractor for payment towards loss or compensation whatsoever.
- (v) All the taxes/levies/fee charges payable to Govt. Dept./Local bodies shall be paid by the contractor and no claim whatsoever should be recovered from the NIT Raipur.
- (vi) The contractor must ensure that all the local by-laws and rules, various rules and acts of the state government, various relevant rules and acts of the central government and its agencies on the day pertaining to solid waste management are strictly complied with at the contractor's own cost.

## **8. ARBITRATION**

NIT Raipur and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract, if, after thirty (30) days from the commencement of such informal negotiations, NIT and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanism, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996. All Arbitration proceedings shall be held at RaipurChhattisgarh and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

## **9. SET OFF**

Any sum of money due and payable to the contractor (including performance/security deposit refundable to him) under this contract may be appropriated by NITRaipur and set off the same against any claim of NIT Raipur for payment of a sum of money arising out of this contract or under any other contract made by contractor with NIT Raipur.

**SECTION – VI**  
**SPECIAL CONDITIONS OF CONTRACT**

1. The special conditions of contract shall supplement the “Instructions to the Bidders” as contained in **section IV** and General (Commercial) Conditions of the Contract as contained in **section V** and wherever there is a conflict, the provisions herein shall prevail over those in **section IV and V**.
2. The contractor before the start of work should submit the details of Supervisor and their mobile numbers. The contractor also should furnish the full details regarding residential address, age, qualification along with photograph, telephone number and the police verification of all personnel involved in garden maintenance duties and roles pertaining to the activities detailed in the contract for records. Any subsequent change shall be done only after the intimation to the NIT Raipur Estate office.
3. The contractor shall provide without any extra charge all the equipment for garden maintenance, as required. Institute shall provide the consumable items as required in mutually agreed quantity.
4. The normal working hours for seven working days per week will be in two shifts of 4 hours each. First shift will commence at 07.00 am while the second shift will commence at 02.00 pm. If a particular person is absent on any day another person should be deployed in his/her place. The personnel should attend to work punctually. The personnel will perform all the duties assigned to the contractor and as specified by NIT Raipur from time to time. Duty Roster must be prepared accordingly in consultation with designated Committee/In-charge.
5. The contractor shall assign the job of maintenance of garden services at NITRR only to experienced licensed workers and also assume full responsibility for the safety and security of the workers employed as well as essential store and consumable items while performing duties. NIT Raipur shall have no direct or indirect liability arising out of such negligent and/or careless work which is an offence under relevant section under IPC and any loss caused to NIT Raipur has to be compensated by contractor. The contractor shall remove forthwith any of its worker found undisciplined.
6. Vendor must provide the necessary mechanised Saws, Lawn Cutters, and movers for carrying out all the necessary Horticulture works wherever necessary.
7. The contractor shall issue proper uniform and name badges to all its representatives and ensure that they wear them while on duty. Contractor shall issue to all its workers, identity cards bearing their photographs this shall be ensured by the contractor, without any extra cost to NIT Raipur.
8. The engagement and employment of labours and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. NIT Raipur may ask the contractor to produce documents to verify that the contractor complies with the provisions/laws. In case the contractor fails to pay due wages to its workers, NIT Raipur shall deduct such amount from the due amount of the contractor and pay the wages directly to the workers.
9. **PAYMENT OF CONTRACTOR'S BILLS**  
Bill submitted by the contractor in the name of **The Director, NIT Raipur** on the prescribed format approved by office in charge/competent authority from Institute, in which the details should be clearly mentioned by the contractor regarding payment of wages, levies, taxes materials, service charges etc. Materials should be added to price bid. Consumables shall be stocked under the custody of institute in appropriate place. NIT Raipur will deduct Income tax on bills and payment shall be released within 15 days of submission of the Bills in order, along with the requisite documents like;
  - i) **Proof of payment to deployed staff through Bank of previous month.**
  - ii) Proof of submission of EPF, ESIC, GST and any other tax applicable up to previous month.
  - iii) Certificate by the contractor stating that statutory compliance in respect of payment of wages, payment of tax and filing of returns to different authorities, ESIC card/PF slip distributed among working is required. NIT Raipur shall not be held responsible for any non-compliance on the part of contractor.
  - iv) Satisfactory report from In-charge/Caretaking Committee responsible for assessment of the said services institute-wide.

- v) The fertilizers can be billed additionally with the monthly bill produced by the vendor itself and can be considered as lumpsum.

8.1. NIT Raipur reserves the right to carry out post payment audit and technical examination of the bill and work executed including all supporting vouchers etc. NIT Raipur further reserves the right to enforce recovery of over-payment when detected. Similarly, if any underpayment is discovered, the amount shall be paid to the Contractor. Payment shall be made monthly for which the contractor shall submit the following documents along with bill.

- i) Copy of register of works carried out during the month for which bill for payment is submitted (as per agreed format before the start of work).
- ii) Copies of authenticated documents of proof of payments of EPF/ESI contribution.
- iii) A declaration from the contractor regarding compliance of the conditions of EPF/ESI Act in case of any exemption for such contribution.
- iv) Payment to contractor will be made within a month through crossed cheque against proper bills submitted by the contractor.
- v) Income tax shall be deducted against bills submitted.

## **9. Penalty**

- 9.1 Contractor shall maintain complaint Log Book during contract period duly certified by In-Charge officer. If the complaint mentioned in the complaint book is not attended during 24 Hours penalty @ 100/- per complaint shall be deducted from service charge claimed by the contractor during the month. **That would be maximum up to 0.5% of the total monthly bill claimed.**
  - 9.2. For failure to perform weekly or fortnightly activities, a penalty 0.5% of the monthly final bill amount (on service charge claimed) shall be imposed in addition to penalty imposed under 13.1.
  - 9.3. If contractor fails to perform any of the activities as per agreement, then without prejudice to any penalty and recovery imposed, NIT may carry out such part of the work at the risk and cost of the contractor.
  - 9.4. Decision of Director, NITRaipur for this purpose shall be final and binding upon contractor. Sub-contracting/sub-letting is strictly prohibited.
- 10. The contractor would ensure healthy industrial relations with his staff and settle workers grievances without disruption of the said services.
  - 11. The Contractor will ensure that no person deployed by it indulges in smoking, drinking alcohol, consumption of any intoxicants, chewing pan, tobacco etc. unnecessarily loitering in the premises with work. If any person deployed by the contractor is found to be including in these activities, a penalty of Rs. 100/- per person per incident will be leviable by the department which will be intimated by the department to the contractor within 30 days of the incident, and deducted from monthly payment of the contractor.
  - 12. It will be the sole responsibility of the contractor that the men engaged are trained and the Department will not be liable for any mishap, directly or indirectly.
  - 13. The service rendered will be periodically checked by the Committee framed by The Director, NITRR, or any person (In-charge) authorized by him to measure level of maintenance work as per the scope of work defined and the contractor has to abide by the same.
  - 14. A monthly report must be produced by the vendor to evaluate the progress and process further for payment clearance. In its absence, payment shall not proceed.
  - 15. Minimum number of trained manpower including the Supervisory staff required to do the work has to be specified by the contractor in technical bid of the tender.
  - 16. The staff engaged by the contractor shall be available all the time as per their duty roster and they shall not leave their place of duty without the prior permission of the authorized officer of the Institute. Adequate supervision will be provided to ensure correct performance of the said services in accordance with the prevailing assignment instructions agreed upon between the two parties. In

- order to exercise effective control and supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
17. The contractor shall be responsible to provide immediate replacement to take place of any staff engaged by him, who is not available for duty at the place of posting and such other additional staff as may be required for additional area for which prior information have been given.
  18. The antecedents of staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the department and department shall ensure that the contractor complies with the provisions.
  19. The contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, 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 of the Institute under its control.
  20. The contractor shall be responsible to maintain all property and equipment of the Institute entrusted to it. Any damage or loss caused by contractor's persons to the Institute in whatever shape would be recovered from the contractor. That in the event of any loss occasioned to the Institute, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Institute, the said loss can be claimed from the contractor up to the value of the loss. The decision of The Director, NIT Raipur, will be final and binding on the contractor.
  21. The contractor will not be held responsible for the damages/sabotage caused to the property of the Institute due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
  22. The personnel supplied have to be extremely courteous with very pleasant mannerism in dealing with the Staff/visitors, especially with female staff/visitors and should project an image of utmost discipline. The Institute shall have right to have any person moved in case of patient/staff/visitor complaints or as decided by representative of the Institute if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
  23. The Institute may direct the contractor, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Institute. The contractor will deploy supervisors as per the need given by the Institute. The supervisor shall be required to work as per the instructions of Institute.
  24. The contractor shall ensure that its personnel shall not at any time, without the consent of the Institute in writing divulge or make known any trust, accounts matter or transaction undertaken or handled by the Institute and shall not disclose to any information about the affairs of Institute. This clause does not apply to the information, which becomes public knowledge.
  25. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
  26. The contractor shall deploy his personnel only after obtaining the Institute approval duly submitting curriculum vitae (CV) of these personnel, the Institute shall be informed at least one week in advance and contractor shall be required to obtain the Institute's approval for all such changes along with their CVs.
  27. If the contractor is a consortium/partnership of two or more persons, all such persons shall be jointly and severally liable to the Institute for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The consortium/partnership shall not be altered without the approval of the Institute.
  28. During the course of contract, if any of contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Institute, then the Institute shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
  29. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Institute may, failing payment of the said money by the contractor, make payment

of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the from the contractor.

30. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Institute, such money shall be deemed to be payable by the contractor to the Institute within seven days. The Institute shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
31. The contractor shall indemnify and hold the Institute harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
32. The contractor shall not employ any person below the age of 18 yrs. Manpower so engaged shall be trained for maintenance and development of garden work before joining.
33. The contractor shall ensure that persons employed by him/her/firm at NIT Raipur shall not take part in any staff union and association activities.
34. The Institute shall not be responsible for providing residential accommodation to any of the personnel of the contractor.
35. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Institute from the contractor.
36. If any underpayment is discovered, the amount shall be duly paid to the contractor by the Institute.
37. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every three months.
38. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Institute.
39. The contractor shall disburse the wages to its staff deployed in the Institute every month through ECS or by Cheque in the presence of representative of the Institute.
40. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise. The Institute will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.
41. **QUOTING UNDULY LOWER RATE OF SERVICE CHARGE**
  1. **The service charge must be in the compliance to the office memorandum issued by Ministry of Finance, Department of Expenditure vide no. No.F 6/1/2023-PPD dated 06/01/2023. It should be minimum 3.85% and if quoted services will lower than the minimum value, the offer will be not be considered and will be rejected straightforwardly.**
  2. The contractor has to quote service charge keeping in view of deduction of present TDS @ 2%, expenditure towards uniforms, shoes, identity card, verification of character & antecedents and all the statutory charges relating to this contract, etc.; and reasonable margin thereafter. The Institute would like to ensure that unduly lower rates of service charge will not lead to complaints from workers regarding delay in payment, improper reduction in wages, seeking monetary return by the contractor from the workers, etc. thereby affecting the performance of the workers.
42. The decision of the Director, NIT Raipur with regard to the determining of quality of work/services done by the contractor or his employees shall be final and acceptable to the contractor. The Director, NIT Raipur reserves the right to get the work/services so rejected done/replaced at his own level at the risk and cost of the contractor after giving him a notice in writing and the expenditure incurred on this count shall be recovered from the contractor from its outstanding dues or by revocation of any or all parts of the bank guarantee, as may think proper.
43. The manpower proposed to be deployed by the Contractor shall be subject to screening by the Institute to ascertain their suitability and skills. The persons deployed at the Institute shall be at the discretion of the Institute. Institute may also recommend employees which will be deployed by the contractor on his payroll. Before deploying an employee in the Institute the Contractor shall furnish complete particulars and obtain written approval of the designated officer of the Institute on a Performa to be collected from Administration Office of the Institute.

44. The Director, NIT Raipur or any other officer(s) so authorized by him shall be at liberty to carry out any surprise check on the working of the persons so deployed by the Contractor in order to ensure that the required numbers of persons are deployed and that they are doing their duties satisfactorily.

**Chairman  
(Horticulture Committee)  
National Institute of Technology  
Raipur C.G., 492010**

**SECTION – VII  
DECLARATION**

**NIT Raipur**  
(On Rs. 100/- Stamp paper)

To be executed by the Tender attested by Notary Public and submitted in original I/We declare:

1. That I/We or any of my/our partner(s)/Director is/are neither working in any capacity in any units of the NIT nor removed/ dismissed from services of NIT Raipur.
2. That I/We or any of my/your partner's/Director relatives (as defined in note below) are neither employed in any capacity in the NIT Raipur or removed/dismissed from service of NIT Raipur.
3. That in case of change of partners/Director or change in construction of the firm/Company I/We shall abide by the conditions 1 and 2 above shall bring any change to the knowledge of Director NITRaipur immediately.
4. (i) That I/We shall intimate the names of persons who are working with me/us in any capacity or are subsequently employed by me/us.  
(ii) That more none of my/our employees is a removed/dismissed employee of NIT Raipur.

I \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_  
\_\_\_\_\_ hereby certify that none of my relative(s) as defined in the tender document is/are employed in NIT Raipur as per details given in the tender document. In case at any stage, it is found that the information given by me is false/incorrect, NIT Raipur shall have the absolute right to take any action as deemed fit without any prior intimation to me.

I/We am/are aware that any breach of the above conditions would render me/us to be removed from the approved list of contractors of SDC, along with cancellation of existing contractors and forfeiting of my/our Bid Security/ Security Deposit.

STATION:

NAME OF THE TENDERER WITH SIGNATURE

AND CAPACITY IN WHICH HE IS SIGNING

Address of (Company/Partnership/Propriety firm)

Registration No. :

**GST No:**

PAN:

Date :

Note:

i) The term "relatives: means,

- Member of a Hindu Undivided Family

- Husband and Wife

- Father, Mother, Sons and Son's wife (Daughter in Law), Daughter(s) and Daughter's Husband (Son in law), Brother's and Brother's wife, Sister and Sister's Husband (Brother in law)

ii) In case of proprietorship firm certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all the directors of the company/ or authorized signature

**SECTION – VIII**  
**AGREEMENT**  
**PROFORMA OF AGREEMENT**

(To be executed on a non-judicial stamp paper of Rs. 100/-)

**CONTRACT AGREEMENT FOR GARDEN MAINTENANCE SERVICES AT NITRAIPUR (This proforma of agreement may tend to change as per the requirements in line with the nature of tendered work at the time of award of contract)**

(The day of \_\_\_\_\_ month \_\_\_\_\_ on the year 2021)

BETWEEN M/S.

In the town of Raipur here in after called the “CONTRACTOR” on the one part, National Institute of Technology, Raipur (NIT Raipur) here in after called the “OWNER” on the other part.

WHEREAS the owner being desirous of having provided and executed certain work mentioned, enumerated or referred to in the tender documents including Invitation of Bid tender.

General procedure, conditions, and terms and conditions of the contract.

WHEREAS the contractor has inspected the site and surroundings of the works specified in the tender documents and has satisfied by careful examination before Submitting his tender as to the nature of work, the form and nature of site and local conditions, the nature and the magnitude of the work, the availability of labour, equipment and Machineries necessary for the execution of work, the means of access to the site, the supply of power and water there to and the accommodation he may require, and, has made local and independent enquiries, obtained complete information on the matters And things referred to or implied in the tender document or having any connection, there with, and has considered the nature and extent of all probable and possible situation, hindrances, delays or interference to or with the execution and completion of the work to be carried out under the contracts and has examined and considered all other matters, condition and things and probable and possible contingencies and generally all matters incidental thereof and ancillary there of attending the execution and completion of the work might have influenced him in the making his tender.

Any lapse if noticed or portion or work found not carried out, proportionate deduction will be made from monthly bills. Whereas the notice inviting tender, general procedure and conditions, and terms and conditions of work, any statement of agreed acceptance of tender, its enclosures, copies for which are here to annexed form part of this contract though separately and included in the expression CONTRACT where ever herein.

If there is any dispute between the labour and the contractor same has to be resolved by the contractor including all labour laws and regulations. NITdo not own any responsibility on this account. The contractor has to pay minimum wages to his workers as per the law. The P.F. and E.S.I will be liability of the contractor.

That all the terms and conditions of the Tender document are part of this agreement  
AND WHEREAS the owner accepted the tender of the Contractor for the provision and the execution of the said work at the rates stated in the tender and finally approved by owner upon the terms and subject to the condition of contract.

WHEREAS it is specified and distinctly under stood and agreed between the owner and contractor that the contractor shall have no right, title or interest in The site made available by the owner for execution of work or in the building and the owner shall have absolute and unfettered right to take full possession of the site and to remove the contractor, his servants and materials belonging to the contractor his servants and materials and lying on the site.

The contractor shall be allowed to enter upon the site for execution of the work only as a license implicate and shall not have any claim, right, title or interest in the site or the structure erected there on and owner shall be entitled to terminate such license at any time without assigning any reason.

For For  
NIT M/s

---

Signature and Seal of Bidder

(Name and Signature)

(Name and Signature)

Place :

Date :

in the presence of two witnesses

1)

1)

2)

2)

**SECTION – IX**  
**Technical Bid**

Technical Bid for annual maintenance services of garden at

## General information and Eligibility Criteria

(Attested copies of Document required to be submitted for establishing Bidders Eligibility and Qualifications.)

|    |                                                                                                                                                                                                                                                                          |  |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1  | Name and Address of the Bidder                                                                                                                                                                                                                                           |  |
| 2  | Category of the Bidder (Whether Company, Partnership Firm or Proprietary Concern)                                                                                                                                                                                        |  |
| 3  | Name of Chief Executive Officer and Telephone No.                                                                                                                                                                                                                        |  |
| 4  | GST registration no.                                                                                                                                                                                                                                                     |  |
| 5  | Income Tax PAN.                                                                                                                                                                                                                                                          |  |
| 6  | PF Registration No.                                                                                                                                                                                                                                                      |  |
| 7  | ESI Registration No.                                                                                                                                                                                                                                                     |  |
| 8  | Yearly turnover of the last 3 years<br>2021-22<br>2020-21<br>2019-20<br>(Minimum average turnover of Rs. ....per year)                                                                                                                                                   |  |
| 9  | Chartered Accountant's certificate/ ITR for verifying                                                                                                                                                                                                                    |  |
| 10 | List of Major Clients and the size of orders executed                                                                                                                                                                                                                    |  |
| 11 | Registered officer or one of the branch offices of the bidder should be located in Raipur                                                                                                                                                                                |  |
| 12 | Must have experience of providing required Services Satisfactorily to any Central/ State PSU/ Reputed Institutes or Private Limited firms of repute                                                                                                                      |  |
| 13 | Partnership Deed or proprietorship deed or articles/ Memorandum of Association as the case may be.                                                                                                                                                                       |  |
| 14 | <b>Minimum Manpower proposed to be deployed for execution of work as per tender For Garden Maintenance (This is an approximate count and may vary on both sides in actual)</b><br><b>Skilled -3</b><br><b>Semi-skilled-9</b><br><b>Unskilled -24</b><br><b>Total -36</b> |  |
| 15 | List of consumable (fertilizers etc.) proposed to be used with quantity/quality and make per month. Attach separate document.                                                                                                                                            |  |
| 16 | List of equipment proposed to be used for the work as per tender work requirements. Attach separate document.                                                                                                                                                            |  |

SECTION – X  
FINANCIAL BID(I) **Table 1: Garden Maintenance charges (including existing and new plantations)**

| S. No. | Description                                                                                                                   | Per Unskilled | Per Semi-Skilled | Per Skilled |
|--------|-------------------------------------------------------------------------------------------------------------------------------|---------------|------------------|-------------|
| 1.0    | Basic Wages plus Variable Dearness Allowance (VDA)                                                                            |               |                  |             |
| 1.1    | ESI @3.25%                                                                                                                    |               |                  |             |
| 1.2    | EPF@13%                                                                                                                       |               |                  |             |
| 1.3    | Bonus as per G.O.I. Notification (Yearly Basis Only)                                                                          |               |                  |             |
| 1.4    | Service Charge (%) on 1.0 to 1.3                                                                                              |               |                  |             |
| 1.5    | Service Charge Amount                                                                                                         |               |                  |             |
| 1.6    | Consumables, fertilizers charges, if any (please Specify), (monthly basis)**                                                  |               |                  |             |
| 1.7    | GST (%)                                                                                                                       |               |                  |             |
| 1.8    | GST Amount (1.0 to 1.3, 1.5 and 1.6)                                                                                          |               |                  |             |
| 1.9    | Total Charges (Sum of Unskilled, Semi-skilled and Skilled charges, Service charges and Others)(Sum of 1.0 to 1.3, 1.6 to 1.8) |               |                  |             |

**\*\* The bidders must go through the list of fertilizers and pesticides provided in the tender document and quote the prices of the same and equipment charges after ensuring properly the quantum of work (to be done as per the standards mentioned in the tender document) and pre-bid visit.**

(II) **Table 2: Plantation related charges**

The quantities mentioned in the table below may vary with in 10 percent of the values mentioned. In the table below:

- Flowering plants comprise of equal proportions of Roses, Blanket flowers, daisies, Veronica, Coreopsis, Perennial Hibiscus, Plumeria and Lavender with a combination of full sun, partial shade and full shade tolerance/requirement for growth.
- Medicinal plants comprise of equal proportions of Chamomile, Ashwagandha, Basil, Dandelion, Echinacea, Lemon Balm, Thyme, Tulsi, Rosemary, Peppermint.
- All-seasonal plants and shrubs comprise of equal proportions of Marigold, Zinnia, Geranium, Calendula, Impatiens and Bletilla with a combination of full sun, partial shade and full shade tolerance/requirement for growth.

| S. No. | Variety                                    | Approx. Quantity# | Min. Height reqd. | Unit Rate (incl. of taxes, if applicable)* |
|--------|--------------------------------------------|-------------------|-------------------|--------------------------------------------|
| 2.1    | All-seasonal plants and shrubs with hedges | 1260              | 0.25 mtr          |                                            |
| 2.2    | Flowering plants                           | 2200              | 1 mtr             |                                            |
| 2.3    | Grass and turf                             | NA                | NA                |                                            |
| 2.4    | Palm                                       | 75                | 2 mtr             |                                            |
| 2.5    | Bamboo                                     | 50                | 2 mtr             |                                            |
| 2.6    | Medicinal plants                           | 280               | 1 mtr             |                                            |
| 2.7    | Total cost                                 |                   |                   |                                            |

**# The quantity may vary with in 10-15 percent on both sides.**

**\* The bidders must ensure that the unit rate is quoted on the basis of calculation of the overall procurement of the varieties and quantities of good and healthy quality of plants, trees, shrubs etc. as mentioned in the tender document.**

**Total: 1.9 (of Table 1) + 2.7 (of Table 2): \_\_\_\_\_ (In Figures)**  
**\_\_\_\_\_ (In Words)**