

#### अम्बेडकर विश्वविद्यालय दिल्ली

Ambedkar University Delhi

No. AUD/1-10 (173)/ 2015-16/ Horticulture /926 - 9 W

Dated: 16 May 2016

To,

### Subject: Notice inviting Tender / Quotation for the Contract for Providing Horticulture Services at Ambedkar University Delhi

The Ambedkar University Delhi (AUD) invites sealed tenders from reputed agencies for providing Horticulture Services at its various campuses in Delhi. The quotation is required to be submitted in a sealed cover addressed to the Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 so as to reach us on or before 30-05-2016 up to 02.00 PM, duly superscribing the work i.e **"Tender / Quotation for the Contract for Providing Horticulture Services"** on top of the cover.

Last Date of submission of tender / quotation	-	30-05-2016 at 02.00 PM
Date of Opening of tender / quotation	-	30-05-2016 at 03.00 PM

Tender format can be downloaded from our website 'www.aud.ac.in'. Clarifications, if any, may be sought from the AUD Admin Division on Telephone No 23863655. Tenderers should read the tender document carefully as enclosed and comply strictly with the terms and conditions before sending their bids.

Deputy Registrar (Admin)

1

Copy forwarded to:-

- 1- Registrar, Ambedkar University Delhi
- 2- Controller of Finance, Ambedkar University Delhi
- 3- The Member Secretary, Environmental Management Committee, Ambedkar University Delhi

# **AMBEDKAR UNIVERSITY DELHI**

# TENDER DOCUMENT FOR THE CONTRACT FOR PROVIDING HORTICULTURE SERVICES AT AMBEDKAR UNIVERSITY DELHI

- 1. Annexure I
- 2. Annexure II
- 3. Annexure III
- 4. Annexure IV

Technical Bid form Financial Bid form Undertaking Contract Agreement

Ambedkar University Delhi Lothian Road, Kashmere Gate Delhi – 110 0006

# **TERMS & CONDITIONS**

#### 1.0 **About the University**

- 1.01 The Ambedkar University Delhi (AUD) was established by the Government of the National Capital Territory of Delhi through an Act of Legislature in 2007 and was notified in July 2008. Main Campus of the University is located at Kashmere Gate. AUD shall be commencing academic programmes at its Karampura Campus from the next academic session. Construction work has already started at Dheerpur Campus of the University, whereas the same shall soon start at its Rohini Campus. Two more campuses at Vivek Vihar and Narela are also likely to be operational in near future.
- 1.02 The work includes beautifying and maintaining the uncovered/open area in the Dheerpur and Rohini Campuses and planting saplings along the boundary walls. The manpower is required for the horticulture related activities in AUD campuses at Delhi.

#### 2.0 Guidelines for submission of Quotes

- 2.01 Separate sealed TECHNICAL and FINANCIAL BIDS are to be submitted as per following procedure, by the interested bidders.
- 2.02 Envelope 'A' duly superscribed as "**Technical Bid for the Contract for Providing Horticulture Services**" should consist of:
- 2.02.1 A copy of the Tender Document duly signed on all pages by the authorized signatory with the seal of the Company/Agency.
- 2.02.2 Details of the Agency and other relevant details as per **Annexure-I** with supporting documents.
- 2.02.3 Demand Draft/ Pay Order of Rs. 11000/- (Rupees eleven thousand only) in favour of Registrar, Ambedkar University Delhi. The above amount includes a refundable sum of Rs. 10000/- (Rupees ten thousand only) towards the Earnest Money deposit (EMD) and a non-refundable sum of Rs. 1000/- (Rupees one thousand only) towards cost of the tender.
- 2.02.4 Undertaking duly filled and stamped as per Annexure-III.
- 2.03 Envelope 'B' duly superscribed as "Financial Bid for the Contract for Providing Horticulture Services" should consist of the Financial Bid duly filled as per Annexure-

II. No other format will be acceptable.

- 2.03.1 The financial bid has been divided into two parts. Part I consists of provision of material and labour for planting the saplings.
- 2.03.2 Part -II consists of provision of labour on monthly basis for the horticulture services.
- 2.03.3 At the time of evaluation of Financial Bid for deciding the L-1 bidder, the sum total of the rates quoted in Part –I and II will be taken into consideration.
- 2.04 Envelope 'A' and Envelope 'B' should be **sealed seperately** and kept in another Main **Envelope 'C'** duly superscribed **"Tender for the Contract for providing Horticulture Services"**.
- 2.05 Technical Bids shall be opened first and will be evaluated technically. The Financial Bid of the technically qualified Tenderers will be opened, the date of which will be notified to the qualified bidders only.

#### 2.06 Last Date of Receipt of Tenders

Tenderers should ensure that their tender bids are submitted by 2 PM on 30-05-2016.

2.07 Tenders should be addressed to:

The Registrar Ambedkar University Delhi Lothian Road, Kashmere Gate Delhi – 110 0006

- 2.08 **Date of Technical Bid Opening**: The technical bid will be opened in the presence of the intending tenderers at 3 PM on 30-05-2016.
- 2.09 In case the date of technical bid opening is declared a holiday, the bids will be opened on the next working day at the same time.
- 2.10 **Date of Financial Bid Opening**: The date will be intimated subsequently only to the technically qualified tenderers.
- 2.11 Tender bid should either be delivered in person, to be dropped in the tender box kept in the Administration Division of AUD or sent only by Registered Post/Speed post/Courier. Fax/email quotations will be summarily rejected. AUD will not be responsible for any delay(s) including postal and force majeure.

- 2.12 Tenderers are requested to study the terms and conditions of the tender carefully, and submit their tenders accordingly. Any tender/quotation received against this tender and any contract resulting from this tender shall be governed by the terms and conditions indicated in the tender document and the tenderer quoting against this tender shall be deemed to have read, understood and accepted the same. No clarification shall be entertained after receiving the bids.
- 2.13 Quotation must be submitted giving complete details as sought in the enclosed Annexures.
- 2.14 Each page of the offer should bear the signature, name and title of the person signing the offer with date and rubber stamp of the Tenderer.
- 2.15 The total amount quoted should be written both in figures and in words. In case of any discrepancy between the two, the amount mentioned in words will prevail.
- 2.16 Bids preferably should be free from erasures, alterations etc. Bids containing erasures or alterations will not be considered, unless authenticated by the authorized signatory.
- 2.17 Bids, which do not comply with the conditions laid down in the tender document, or are unrealistic, are liable to be rejected.
- 2.18 The entire schedule of the tender should be quoted for and the quote should be unconditional, failing which, the tender bid will be rejected.
- 2.19 The scope of services proposed should not be altered and if found altered, the tender bid shall be rejected.
- 2.20 AUD should be under no obligation to accept the lowest tender and shall be entitled to reject any tender without assigning any reason whatsoever.

#### 3.0 General Terms & Conditions

- 3.01 Tenderer should submit a Demand Draft/ Pay Order of Rs. 1000/- (Rupees one thousand only) in favor of **Registrar, Ambedkar University Delhi**, towards cost of the tender along with the technical bid. This amount should be clubbed together with EMD and a single draft should be submitted. **Bids without Tender Fee shall be rejected out rightly.**
- 3.02 Tenderer should submit EMD Rs. 10,000/- (Rupees ten thousand only) in favor of

**Registrar, Ambedkar University Delhi** along with the technical bid. EMD in the form of Demand Draft/ Pay Order should be valid for 3 months which can be, if required, further renewed for 3 months. The EMD is payable by all categories of tenderers and no exemption is permissible. Only Government bodies/PSU's and SSI organizations are exempted from payment of EMD on production of relevant proof. EMD in the form of cheque /cash will not be acceptable. **Technical Bids without EMD shall be rejected outrightly.** 

- 3.03 The tenderer's EMD amount will be forfeited by AUD in the following cases: -
  - 3.03.1 Any quotation received against this tender shall be governed by the terms and conditions indicated in the tender document. If, after submission of the quotation, the tenderer fails to honor the contract, if awarded, or refuses to comply with any/all of the terms and conditions of the tender.
  - 3.03.2 If the tenderer withdraws the offer during the validity period of the quotation.
  - 3.03.3 If the successful tenderer fails to commence the contract at the stipulated time in accordance with the terms and conditions of the tender.
  - 3.03.4 If the successful tenderer fails to submit the Performance Bank Guarantee / Security Deposit within one month of the start of contract. This will also warrant closure or termination of contract.
- 3.04 EMD will be returned interest free, to the unsuccessful tenderers within 6 months or at the time of award of contract, whichever is later, from the closing date of the tender.
- 3.05 Bid should be complete in all respects and incomplete bids will be summarily rejected. No clarification will be given by AUD in this regard.
- 3.06 AUD reserves the right to reject/ accept or withdraw any part or full tender(s) without assigning any reason whatsoever. The decision of AUD will be final and binding.
- 3.07 AUD reserves the right to award the contract to deserving parties either in full or in parts. The decision of AUD will be final and no enquiry will be entertained in this regard.
- 3.08 The tenderers should quote their most competitive price.
- 3.09 Canvassing in any form entails the tenderers' disqualification. If any tenderer is found influencing or intimidating other tenderer/ tender processes, his tender is liable for

disqualification.

- 3.10 Please note that any falsification/ suppression of information could lead to tenderers' disqualification.
- 3.11 Where counter terms and conditions of business have been offered by the tenderer, AUD shall not be deemed to be governed by these unless specific written acceptance thereof has been given by AUD.

## 4.0 **Price and Validity**

- 4.01 The rates must be quoted as detailed in Annexure-II covering the entire activity as per the scope of the contract. It shall be ensured that the minimum wages laid down by the GNCT of Delhi are paid to the workers. Rates should be inclusive of all taxes and charges applicable. The bill raised to AUD after rendering the services shall be subject to tax deduction at source. Rates agreed upon shall remain same throughout the period of contract. As and when there is a revision in minimum wages duly notified by the Govt. of NCT of Delhi, the rates will be revised accordingly. However, any changes in the Government taxes as and when notified, will be considered only on submission of documentary evidence.
- 4.02 Offer quoted should be valid for a minimum period of 6 Months from the date of opening of Technical Bid.
- 4.03 For the purpose of comparison of the rates, conditional discounts, if any, offered will not be taken into account. However, AUD reserves the right to avail of the same as part of award of the contract.
- 4.04 Tenderers are advised to understand the magnitude of the work involved for Horticulture services before submitting their bids. They may visit our Campuses at Dheerpur and Rohini during working hours with prior appointment. For appointment and any clarification regarding the Tender, please contact at Ph. No. 23863655. No clarification will be entertained after receiving the bids.

## 5.0 **Duration of the Contract**

5.01 The contract will be valid for a period of one year w.e.f the date of commencement of services. However, in order to evaluate the performance and services, contract will cover a probationary period of 3 months. Only after the services are found to be satisfactory during the probationary period, the contract will be confirmed for a further

period of 9 months under the same terms and conditions.

- 5.02 AUD reserves the right to extend the validity of contract on mutual consent on the same rates and terms & conditions for a maximum of two more years, one year at a time, upon the satisfactory functioning of the contractor.
- 5.03 AUD reserves the right to terminate the contract any time by giving 30 days' notice to the Contractor.

## 6.0 Minimum Eligibility Criteria

- 6.01 The tenderer should be a registered in appropriate class under Companies Act/ Registrar of Firms/ Shops and Establishment as the case may be (Proof of registration to be enclosed).
- 6.02 The Agency annual turnover should not be less than Rs. 15 Lakhs per annum (IT proof for the last three financial years i.e. 2013-14, 2014-15 and 2015-16 to be enclosed).
- 6.03 Must have been awarded and successfully executed minimum two contracts of annual value of at least 5 lakhs each of similar nature from a Govt. office/State Govt./ Central or State PSU / reputed Pvt. Company during the last three financial years namely 2()13-14, 2014-15 and 2015-16. (Proof for the same to be enclosed).
- 6.04 The Agency should have PF and ESI Registration number (copy of same to be enclosed).
- 6.05 The Agency should have a valid PAN Number (copy of same to be enclosed).
- 6.06 The Agency should have a valid Service Tax number and TIN (copy of same to be enclosed).
- 6.07 Details listed above (from 6.01 to 6.06) should be enclosed with the technical bid along with agency details (Annexure-I).

#### 7.0 **Timings**

7.01 The Horiculture staff shall be available on all days of the month except the weekly off day and National Holidays. The Head Mali, in consultation of the In-charge AUD shall carry out the distribution of the weekly off days in such a manner that sufficient manpower is available on each day for performance of duties. The working hours are

from 8.00 am to 4:30 pm with half an hour lunch time. The timings are liable to  $b_e$  changed at the discretion of AUD.

#### 8.0 Payment Schedule

- 8.01 For Part I of the work listed in the Financial bid, payment will be made as per the following schedule, provided that the work is found satisfactory by a Committee appointed by AUD for this purpose, on the basis of establishment & health of saplings and maintenance of the plantation area in each of the campuses:
  - 8.01.1 Out of the total, 50% payment may be released if 30% of the work (equivalent to at least 55% of the total value of the tender) has been satisfactorily completed within the first three months.
  - 8.01.2 Additional 30% payment may be released if 75% of the work, including that mentioned in Para 8.01.1 above (equivalent to at least 80% of the total value of the tender) has been satisfactorily completed within the first six months.
  - 8.01.3 Balance 20% payment may be released if 100% of the work, including that mentioned in Para 8.01.2 above (equivalent to 100% of the total value of the tender) has been satisfactorily completed on the completion of twelve months.
- 8.02 The Agency should submit its claim for the services rendered, showing distinctly the charges payable. These claims for providing manpower services (Part I of the work listed in the Financial bid) are to be made in the first week of the month immediately following the month for which the bill is raised. The Agency shall submit their bills along with proof of PF, ESI, Service tax and other necessary statutory remittances for the persons deployed in AUD.
- 8.03 Payment will be made once a month through NEFT transfer/ cheque after ascertaining the satisfactory performance of contractual responsibility carried out in the previous calendar month and verifying proof of PF/ESI payment. The agency should submit proof of PF/ESI along with the monthly bills.
- 8.04 No advance payment claims or running bills will be entertained.
- 8.05 Income Tax and any other statutory levies will be deducted at source as per the rules in force from time to time.

- 8.06 It is obligatory for the Agency to make payments to his staff latest by 07th of every month or make payment in their Bank account and furnish proof thereof.
- 8.07 All charges including sales tax, duties for materials obtained for work etc. or any statutory tax will be paid by the contractor.

#### 9.0 Security Deposit

- 9.01 The Agency should provide AUD with the Performance Bank Guarantee Demand Draft equivalent to 5% of the contract value (for one year of the amount mentioned in the Part I of the financial bid) from any nationalized bank, in the prescribed format. The above Bank Guarantee should be submitted within 02 weeks from the date of award of contract and should be valid for over three months after the expiry of the period of the contract and extended in case of further renewals of the contract. AUD will be free to encash this Bank Guarantee in the event of any failure on the part of the Contractor to meet his obligations under the contract or in the event of any demand by the concerned Statutory Authorities for the dues from the Contractor at its sole discretion.
- 9.02 After acceptance of the contract if any/all the terms and conditions of the contract is /are violated, AUD reserves the right to terminate the contract. In such cases, the security deposit will be forfeited to AUD at its discretion.

#### **10.0 Terms and Conditions of Contract**

- 10.01 The successful tenderer should commence the services within fifteen days from the receipt of the award of contract or from the date as decided by AUD and this will be binding on the Contractor/ Agency.
- 10.02 All the persons deployed at AUD Campus by the contractor will be first screened and interviewed by the Environment Management Committee, AUD. Only selected person(s) will be allowed to be posted.
- 10.03 The manpower can be deployed in any of the campuses of AUD, depending upon the requirement. Similarly, AUD reserves the right to place order for supply of material/ performance of services in any other campus on the same terms and conditions.
- 10.04 AUD reserves the right to increase / decrease the quantity of manpower and material, depending upon the prevailing situation. In this case, the addition/ deduction will be calculated on pro-rata basis.

- 10.05 If any loss or damage is caused to AUD property by the workmen, the cost of the same will be recovered from the agency/contractor.
- 10.06 At any time AUD can ask for replacement of horticulture staff due to any reason. Replacement must be done within 2 days' time.
- 10.07 The Contractor shall bring his tools i.e. Shovels/ Spades, Pick axe, Spuds and other such tools.
- 10.08 The Contractor shall be entirely responsible for the materials, tools & equipments handed over by AUD and brought by the Contractor. These should be kept in the custody of his Supervisor and kept in a room allotted for the same. AUD shall not be responsible for any loss / theft of the same.
- 10.09 The Contractor shall provide uniform for both summers and winters, identity card etc. to all its staff members, in absence of which they shall not be allowed inside the AUD premises. The I Card issued by contractor for its staff will be counter signed by an officer nominated by AUD, and should be carried in person by the contract staff during working hours.
- 10.10 The contractor will provide a list of his staff to In-charge AUD (an employee nominated by the University). The Contractor will be under obligation to inform the In-charge AUD, any change in his staff. The contractor's staff shall be allowed to work inside the AUD Campus during the working hours only. However, if need be, contractor may obtain the written permission of In-charge AUD for detaining his staff after office hours as a special case. All the horticulture staff will maintain due discipline.
- 10.11 The Agency shall not sublet the horticultural maintenance work.
- 10.12 The contractor shall work co-operatively and amicably with In-charge AUD, staff members and other contractors, who are working in the Campus.
- 10.13 In AUD Campus, smoking and chewing tobacco etc. is prohibited.
- 10.14 The contractor should ensure that his staff uses proper safety measures while performing their duties to avoid any accidents.
- 10.15 The contractor or his authorized representative has to attend a meeting every fortnight as decided and informed by the Environment Management Committee, AUD for discussion/ and evaluation of performance with the AUD representatives and submit a report on the jobs done during the last fortnight. The In-charge AUD will confirm the

date and time of the meeting.

10.16 AUD has the right to reject any sub standard and unspecified material supplied by the contractor at the site. The University also reserves the right to seek the replacement of defective work and materials (including plants) as per the terms and conditions of the tender.

## **11.0 Statutory Obligations**

- 11.1 The agency shall be solely responsible for any failure to fulfill the statutory obligations and all other necessary statutory requirements. All necessary statutory documents, records like log book, wage registers, attendance registers, ESI and PF Registers etc., should be maintained and produced on demand. The following statutory regulations/ Acts should be strictly adhered to during the period of contract:
  - 11.1.01.1 The Contract Labour (Abolition & Regulations) Act
  - 11.1.01.2 Payment of Wages Act
  - 11.1.01.3 Provident Fund Act
  - 11.1.01.4 Employees State Insurance Scheme
  - 11.1.01.5 Minimum Wages Act
  - 11.1.01.6 Any other law/ regulations/ rules issued by the Govt. from time to time.
- 11.2 In case the Contractor's employees suffer any injuries/damages or meet with an accident In AUD premises or outside AUD premises, during discharge of duties, the entire cost of compensation should be borne by the Contractor.
- 11.3 In case of any accidents, the contractor will be solely responsible for the statutory/financial obligations. AUD will not enter into any litigation whatsoever under any circumstances.
- 11.4 The contractor shall be responsible for all claims from third parties (including the staff of AUD) in the event of any accident involving the liability.

#### 12.0 Scope of Work

12.01 The scope of work involves plantation of trees along the perimeter at the Rohini and Dheerpur campuses of AUD to utilize the Monsoon 2016 period towards development of green spaces. The areas of AUD campuses at Dheerpur and Rohini are 20 Hectares and 7.03 Hectares respectively.

- 12.01.1 The broad scope of work includes site preparation, provisioning for soil, manure, water, saplings and other materials to initiate work, and actual execution of perimeter plantations as per the layout of the campus. The composition and layout of the species to be planted will be as per the details provided by the AUD. 30% of the work will be completed within the first three months, 75% of the work within the first six months and 100% of the work will be satisfactorily completed by the end of one year, with a mortality rate not exceeding 10%.
- 12.01.2 The proposed work also includes creation, maintenance and upkeep of a nursery, plantations and any other horticulture work in campuses of the AUD. This will requires that the services of a full time team of malis (six based at Rohini and eight at Dheerpur). The work excludes the cost of consumable materials (i.e. fertilizers, pesticides, polythene bags etc.), which may be charged as per actuals through due process established by AUD.
- 12.02 The Head Mali and employees should be trained and well experienced persons for maintenance of horticulture work like park, garden, nursery, and preparation of exhibition quality pot plants etc.
- 12.03 The maintenance shall be provided by watering, weeding, manuring, mowing, thinning, pruning, spraying etc. as specified or as directed by the In-charge AUD. The maintenance tasks include:
  - 12.03.1 The land earmarked for construction in future has to be kept clean and maintained in such a way that No wild grass and stray vegetation comes up.
  - 12.03.2 **Water Supply:** AUD will supply water on work site free of cost. The contractor has to acquaint himself with the site condition for opening and fitting of hydrant along with G.H. pipe etc. The contractor will be handed over the available water pumps in running condition and he will be responsible for its proper maintenance and carrying the water to place of use through G.H. pipes. In case AUD's supply of water is inadequate for certain unforeseen reasons, the Agency shall have to bring the raw water from outside to keep the greening intact. The cost of the tanker will be borne by AUD.
  - 12.03.3 **Sundries:** The Agency will place demand for all type of sundries to AUD at least 30 days in advance. These sundries include items like Sutii, Jhalli, Palli, Geru, Chuna, Dari, Moss grass, Chicken wire mesh (28 G), Binding wire, bamboos, sirkey, sarkanda, water pipes etc.

12.03.4 **Requirement of Maintenance Stores:** The Agency will place demand for all type of maintenance stores to AUD at least 60 days in advance. These stores include Seeds, insecticides, pesticides, fungicides, weedicides, manures, cow dung, Okhla sludge, fertilizers etc. If there is any delay in the plantation/ maintenance cycle, damage to the plants or non receipt of the desired outcome due to non submission of the list of items on time in writing by the Contractor, appropriate penalty will be imposed.

#### 13.0 Manpower

- 13.01 The contractor must employ adults only as labour. Employment of child labour will lead to the termination of contract. The contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities.
- 13.02 An attendance registrar shall be signed by the contractor or his workers everyday. Horticulture contract staff also may be asked to enter their attendance through biometric system provided at the specified entry point.

#### 14.0 Penalty

14.01 Penalty will be levied for the following, which is not exhaustive. Suitable penalty will be decided for other faults by the competent authority.

S.No	Description	Penalty
1.	Damage to AUD assets or equipment's etc., caused by the contractor's staff	Cost of asset will be levied as penalty
2.	Refusing or non performance of the assigned work within the time limit set by the AUD Representative	Rs.150/- per occasion.
3.	Misbehavior like quarreling, abusing etc., between the staff employed by the agency, causing disturbance in the premises	Rs.500/- per occasion with removal of staff
4.	Staff not reporting in Uniform and I-card	Rs.100/- per person per occasion
5.	Failure to use Pesticides, insecticide, Fertilizers etc.,	In case of damage to the plant, Rs. 10/- per day per plant shall be levied till the period the same are replaced, at no extra cost.

6.	Non/ Unsatisfactory completion of :	Penalty up to 25% of the cost
	30% of the work within the first three months,	of work completed till then.
	75% of the work within the first six months	
	100% of the work by the end of one year	
7.	Death of more than 10% plants, if not replaced	Upto Rs. 5,000/-

- 14.02 Penal deduction will also be made for any other poor services on the basis of assessment by AUD representatives. Repeated defaults in services shall result in higher penal deductions. Decision of AUD with respect to extent of penalties being levied shall be final and binding on the contractor.
- 14.03 **Indemnity:** Successful tenderer shall indemnify AUD against any claim by any authority. In the event if AUD has to pay any individual, statutory body or any agency for reasons directly or indirectly attributable to this contract, the contractor only should pay such claim/damages and even if AUD is called upon to pay such damages/penalties, the same will be reimbursed by the Contractor.

#### **15.0 Settlement of Disputes**

- 15.01 AUD's decision in respect of any dispute arising out of the horticulture services shall be final.
- 15.02 Any dispute, difference or disagreement between AUD and the contractor concerning the existence, validity, interpretation, performance, termination or breach under this Contract, shall be amicably resolved in good faith. Failing which, the matter shall be referred for settlement by arbitration in accordance with provisions of Indian Arbitration & Conciliation Act, 1996, as amended from time to time. Either Party may refer the dispute to the Sole Arbitrator, to be nominated by the Vice Chancellor, AUD. The language of arbitration proceedings shall be English and the venue and jurisdiction of the arbitration shall be New Delhi. The arbitration award shall be final and binding on both the Parties.
- 15.03 The contractor will be responsible to settle the matter/ dispute, raised by any agency including his labourers, before any authority including Labour Commissioner/ Labour Courts relating to the present tender. AUD will in no way be responsible on any account whatsoever relating to payment of wages and labour laws. There will be no relation of master and servant between the labourers of the contractor, employed for carrying out the day to day maintenance work and AUD.

15.04 Dispute, if any arising out of the above tender will be referred to courts having jurisdiction over Delhi only.

Annexure - I

# TECHNICAL BID

0

1.0 PROFILE OF THE COMPANY/AGENCY	a service of the serv
1. Name of the Company / Agency & Address	
2. How is your Company/ Agency constituted? Indicate with year of Establishment.	
If registered as a Company/proprietorship, please indicate if copy of certificate of incorporation is enclosed.	YES / NO
Furnish the name of Chairman/Managing Director	
Names of Directors their occupation and address.	
If registered with Registrar of Firms, is a copy of registration enclosed? Furnish names of partners their occupation and addresses.	YES / NO
If registered under Shops & Commercial Establishment, is a copy of Registration with	YES / NO
latest renewals enclosed? If it is a proprietary concern name and address of the Proprietor	
10. Is your Company/Agency carrying out any other trade/Business in addition to Horticulture Services? Furnish particulars of the other trade /business carried out.	
11. Address of the Registered /Main Office	

12. If there are branches, furnish names & location of branches in Delhi.		
13. What is the annual Turnover of the Agency for the years,, 2013-2014 2014-2015 2015-2016		
14. Permanent Account Number		
15. Banker's name and address.		na anna anna anna anna anna anna anna
16. No. of years' experience in the field of Horticulture services.		
17. Is there any litigation of whatsoever nature in respect of the contracts executed. If yes, give details.	n	
2.0 STATUTORY REQUIREMENTS		
1. Are you registered under ESI Act 1948? If so, enclose copy of registration.	ESI No.	Year of Registration
2. Enclose copy of latest remittance made by your Agency towards ESI		
3. Have you registered under Employees Provident Fund & Miscellaneous Provision Act 1952? If so, enclose copy of Registration.	EPF No.	Year of Registration
4. Enclose copy of latest remittance made by your Agency towards EPF		Service and the service of the servi
5. Have you registered under section 69 of the Indian Finance Act 1994 & Service Tax Rules 1994? If so, enclose copy of Registration		
6. Enclose copy of latest remittance made by your Agency under service tax rules.		
Have you registered with State/Central Labour Authorities.		
If so, enclose copy of registration.		

9. Specify whether there are any issues/ disputes against your Agency before Commissioner Provident Fund, Commissioner ESI, Income Tax authorities, Labour Tribunal Authorities			
3.0 INFRASTRUCTURE			
<ol> <li>Furnish details of infrastructure maintained by your Agency/ Company for providing Horticulture Services.</li> </ol>	/		
2. Fax Nos. of the Office in Delhi.			
3. Mobile Nos. allotted to staff working in your Office who can be contacted on emergency.			14.00
4.0 GENERAL			1
1. Who are your major corporate clients? Furnish Name & Telephone No. Of the Officer, who controls the Horticulture services provided for. Please provide minimum three references. 2013-2014 2014-2015 2015-2016	Client's Name	Contact person & No.	Contract Value
2. Any other information. Document which may			
help AUD in assessing your ompany's/Agency's capabilities may be enclosed.			

Place : \_\_\_\_\_ Name & Designation :

Seal of the Company/ Agency :

Annexure-II

# FINANCIAL BID

I/We.....

#### Part - I

S.No	Description	Quantity (At Dheerpur and Rohini combined)	Unit	Amount (Rs.) Including all taxes
1	Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth upto 30 cm measured at a height of 1m above ground level and removal of rubbish upto a distance of 50 m outside the periphery of the area cleared.	18397 (11605 sq. mtr. At Dheerpur and 6792 sq. mtr. At Rohini)	sqm	
2	Supplying and stacking of good earth at site including royalty and carriage complete (earth measured in stacks will be reduced by 20% for payment).	400	cum	
3	Supplying and stacking at site dump manure from approved source, including carriage complete (manure measured in stacks will be reduced by 8% for payment) :Screened through sieve of I.S. designation 20 m	100	cum	
4	Spreading of sludge, dump manure and/or good earth in required thickness as per direction of officer-in-charge (cost of sludge, dump manure and/ or good earth to be paid separately).	500	cum	
5	Digging holes in ordinary soil and refilling the same with the excavated earth mixed with manure or sludge in the ratio of 2:1 by volume (2 parts of stacked volume of earth after reduction by 20% : 1 part of stacked volume of manure after reduction by 8%) flooding with water, dressing including removal of rubbish and surplus earth, if any, with all leads and lifts (cost of manure, sludge or extra good earth if needed to be paid for separately) : Holes 90 cm dia, and 90 cm deep	2200	each	
6	Supplying and planting of following Trees including up keeping:-			
(a)	Bamboo vulgaris (Yellow)/Golden Bamboo	200	each	
	Dendrocalamus giganteus/ Giant bamboo	200	each	
	Dendrocalamus strictus (from Dehradun)	300	each	
	Millingtonia hortensis / Akash Neem	100	each	
(e)	Holoptelea /Kanju	100	each	

(f) Cassia siamea/ Kassod	100	each
(g) Peltophorum / Copperpod (Peeli gulmohar)	100	each
(h) Milletia ovalifolia / Moulmein rosewood	100	each
(i) Tabebuia species	50	each
(j) Tecomella undulata/ Roheda	50	each
(k) Cassia fistula/ Amaltas	50	Each
(I) Jacaranda	50	each
(m Lagerstroemia speciosa /Jarul	50	each
(n) Bauhinia/ Kachnar	50	each
(o) Alstonia	150	each
(p) Nyctanthes/ Harshingar	150	each
(q) Saraca asoca/ Sita-Asok	20	each
(r) Ficus benghalensis / Banyan	20	each
(s) Ficus religiosa / Peepal	10	each
(t) Gardenia	50	each
(u) Lagerstroemia indica/ Crape myrtle	100	each
(v) Bougainvillea ( 50 Nos. x four colours)	200	each
Grand Total (Rs.)		
Grand Total (In words)		

# Part - II

SI. No.	Description	Horticulture Head Mali (01 each for Dheerpur and Rohini, Total – 02) (Semi skilled) Rate for Each (Rs.)	Horticulture Mali (07 for Dheerpur and 05 for Rohini, Total – 12) (Unskilled) Rate for Each (Rs.)
1	Basic pay		
2	ESI (%)		
3	EPF (%)		
4	Uniform (%)		
5	Admin. Charges (%)		
6	Sub-Total (1-5)		
7	Service charges on (6) including detectable TDS (%)		
8	Total (6+7)		
9	Service Tax as applicable (%)		
10	Any other tax/ duties		
11	Grand Total (8+9+10) for 2 Head Malis and 12 Malis		
12	Grand Total (In words)		

Total Amount (Part I + Part II)

In Figures (Rs.)....

In words (Rupees).....

**Note** : The quoted rates shall include all taxes, duties, VAT, insurance, custom duty etc. as applicable and no extra shall be payable on this account. Vague offers such as custom duty extra, cartage extra, tax extra etc shall not be accepted. Any extra taxes, duties, levies not written in the above table but written separately at any other place in the bid document shall not be considered and the bidder shall bear it.

Signature Name & Designation Name of the Agency Seal of tenderer Date

#### <u>UNDERTAKING</u> (To be submitted with Technical Bid)

It is certified that I/ my Firm/ agency/ company has/ have never been **black listed** by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or reputed private institutions and no criminal case is pending against the said firm/ agency as on

Signature of the Tenderer	
Name of the Signatory	
Name of the Firm/agency	
Seal of the Firm/Agency	

Place:

Date:\_\_\_\_\_

#### Agreement to be signed for the contract of Horticulture Services at Ambedkar University Delhi

<Stamp paper of requisite amount>

#### Service Agreement for Horticulture Services

This agreement is made on \_\_\_\_\_\_ 2016 between the Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 hereinafter referred to as "AUD", and

M/s \_\_\_\_\_, a Company/ Firm with office at

hereinafter referred to as "Contractor",

and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The contractor has accepted the contract on the terms and conditions set out in the tender notice no. \_\_\_\_\_\_ dated \_\_\_\_\_, which shall hold good during period of this agreement.

2. Upon breach by the contractor of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the AUD to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the AUD.

3. Upon the determination of this agreement whether by effluxion of time or otherwise, the said deposit shall after the expiration of two months from the date of such determination be

returned to the contractor but without interest and after deducting there from any sum due by the contractor to the Government under the terms and conditions of this agreement.

4. This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one month's notice in writing without compensating the contractor.

5. The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the AUD to the contractor as hereinafter mentioned the contractor hereby covenants with the AUD to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

6. The Tendering Authority hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

7. If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to render services from else other organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

8. In the event of action to be taken, the contractor shall be liable for any losses, which the Tendering Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

Signed:	
For and on behalf of	Witness 1
Ambedkar University Delhi	
	Witness 2
Authorised Signatory	
For and on behalf of	Witness 1
M/s	
	Witness 2
Authorised Signatory	
	25