

**TENDER DOCUMENT**

**FOR**

**HORTICULTURE WORK**

**INDIAN COUNCIL OF WORLD AFFAIRS,**

**SAPRU HOUSE, BARAKHAMBA ROAD,**

**NEW DELHI-110001**

**TEL.: 011-23317246-49**

**INDIAN COUNCIL OF WORLD AFFAIRS  
SAPRU HOUSE, BARAKHAMBA ROAD,  
NEW DELHI-110001**

TEL: 011-23317246-49

07.10.2016

Indian Council of World Affairs, Sapru House invites sealed tenders under two-bid system from reputed and experienced agencies for HORTICULTURE WORK at the above address.

The interested agencies are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "**Tender for Horticulture work**" and should reach to ICWA by 1600 hours on or before 31.10.2016. The bids shall be opened on the 2nd day of November, 2016 at 1500 hrs at ICWA.

**TENDER DOCUMENT**

**Sub : TENDERS FOR HORTICULTURE WORK at INDIAN COUNCIL OF WORLD AFFAIRS, SAPRU HOUSE, BARAKHAMBA ROAD, NEW DELHI**

**ENVELOPE-1 : TECHNICAL BID (In separate sealed Cover-I super scribed as technical bid)**

**Name of the work:** Contract for Horticulture Work at Indian Council of World Affairs, Sapru House

**CONTENTS AND ELIGIBILITY CRITERIA**

**Technical Bid of Tender Document:**

1. The Tenderer/Bidder shall have at least 5 years experience in these fields and shall submit the **self attested copies** of the following documents along with the tender documents:
  - a. PF Registration with PF code number
  - b. ESI Registration
  - c. Details of works of similar nature carried out in Central/State Govt. bodies/Department/PSUs/Autonomous bodies/industries/factories/or other similar organization in the last 3 years ending on 31 March, 2016.

- d. Copies of balance sheet and profit & loss A/c of previous three financial years ending 31 March, 2015 duly certified by Chartered Accountant.
  - e. Copies of certificates/allotment letter of **Service Tax and PAN** No.
  - f. Details of managerial, supervisory and other staff
  - g. Undertaking of the agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment at Indian Council of World Affairs, Sapru House, New Delhi.
  - h. Copy of last income tax return.
2. Certificates provided for the works detailed in 1d) above shall clearly indicate the scope and nature of work undertaken and the value of various components of work as executed, in order to confirm conformity to the defined similar works.
  3. **The scope of work under this contract is given in Annex-I.**
  4. Tenderer/bidder shall submit details of organizations, where they have undertaken such similar services as per **Annex-II.**
  5. Tenderer/bidder shall submit details as per **Annex-III (Check-List)** along with Technical Bid.
  6. General Terms and Conditions of the Contract to be fulfilled by the Tenderer/Bidder are given in **Annex-IV** and **the bidder shall submit it with technical Bid duly signed on each page in lieu of agreeing to them.**
  7. The bidder may be a proprietary firm, Partnership firm, Limiter Company, Corporate body legally constituted, as per law with valid registration on the last date of submission of the bid.
  8. The bidder should have an office in the NCT Delhi. or NCR .
  9. There should be no case pending with the police against the proprietor/firm/partner or the company (Agency). **The firm should give such an undertaking with their bid.**
  10. The bidder shall pay Bid Security (EMD) of Rs. 50,000/- (Rupees fifty thousand only) along with the technical bid by acceptable mode of payment as prescribed in the NIT in favour of **Indian Council of World Affairs** drawn on any commercial bank and payable in New Delhi. **Bids received without Earnest Money deposit (EMD) shall stand rejected** and thus shall not be considered for evaluation at any stage. The bid security without interest shall be returned to the unsuccessful bidders after finalization of contract.
  11. The EMD deposited by successful agency will be refunded only after submission of Security deposit. If he wants to get adjusted the amount of EMD towards the SD, then he has to deposit the difference amount. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15

(fifteen) days after the issue of letter of award of work, his bid security shall be forfeited unless time extension has been granted by ICWA.

12. The bid shall be valid and open for acceptance of the Competent Authority of ICWA for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.
13. An agreement shall be signed with the successful bidder as per specimen enclosed.
14. Counter terms & conditions will not be accepted as also any additions/deletions or change in our format will not be allowed.
15. All entries in the tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
16. The sealed tender should be deposited at **Deputy Director General** office.
17. Tenders received late (including postal delay)/in open condition/without EMD/not meeting the tender condition/incomplete in any respect are liable to be rejected.
18. Bidders are advised to study carefully the tender documents and the conditions before quoting their bid. All the pages of the tender form should be signed by the bidder as a token of acceptance.
19. The rates should be indicated both in words and figures. In case of discrepancy between the figure (number) and words, the rates given in the words only will be taken as authentic and no further clarification will be sought from the bidder.
20. No party shall be permitted to tender for work in the ICWA in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the ICWA or in the State or Central Government. Any violation of this condition which comes to the Notice of the ICWA after the contract is awarded will entitle the ICWA to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the ICWA on account thereof.
21. The Earnest Money is liable for forfeiture in the event of : a) withdrawal of offer during the validity period of the offer, b) Non-acceptance of orders when placed, or c) Non-confirmation of acceptance of orders within the stipulated time after placement of offer, d) Any unilateral revision made by the bidder during the validity period of the offer.
22. The Service Tax, if any, paid by the contractor for this contract will be reimbursed upon production of proof of payment along with monthly bills.

**Declaration by the Tenderer:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

- Encls: 1. DD/Pay Order No.....  
2. Terms & conditions (each page must be signed and stamped with the seal)  
3. Financial bid.

(Signature of Tenderer with seal)

Name:

Seal:

Address:

Phone No.:

Date:

**NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the documents above will render the bid to be rejected.**

**SCOPE OF WORK**

Details of Work required to be undertaken under this contract at Indian Council of World Affairs, Sapru House, Barakhamba Road, New Delhi

**Note: Before quoting the rates, the Contractors should inspect the office premise of Indian Council of World Affairs for estimation and should note that all consumables for Horticulture work will be provided by the firm.**

**HORTICULTURE WORK:**

The purpose of horticulture work is that the whole office premise (Indian council of World Affairs, Sapru House) must look rich with lush green lawns and parks and beautiful flowers so as to provide an excellent ambience of work-environment and at the same time makes the office premises environmental friendly and to make a good impression on the visitors and public who visit here for various purposes. The contractor has to undertake all such jobs/activities required to maintain the office premises in a presentable condition and in above mentioned spirit at all the time whether such activities are elaborated hereunder or not. While undertaking this work, the contractor will develop the parks and lawns at the open space at the backyard of office premises in consultation with the designated officer and then simultaneously maintain all the existing as well as the developed lawns/parks. He will also develop a nursery for seasonal and perennial type of flowers and plants. He will maintain flower pots in the room(s) of senior officers in consultation with designated officer and ensure that the flowers and plants in those pots do not die or suffer in any manner and that he will change them periodically for their good maintenance. He will also arrange to keep flower pots with seasonal/perennial flowers on the desks of identified officers on all working days. He will also ensure that due to closure of office on weekend days the plants and flowers in the pots kept in the officers' room do not suffer in any way. The other normal job in this regard would be:

- A. To maintain all the trees, plants, shrubs, hedges and lawn as are existing on the date of start of contract and any other lawn/park/plants developed thereafter.
- B. To plant trees, shrubs etc by excavation/digging as and when required in the interest of the beautiful maintenance of the ambience/park/lawn of ICWA.
- C. To prepare and maintain flower beds, seasonal and perennial both.
- D. 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.
- E. Cutting of grass in lawns, pruning of plants at required intervals and removing the waste to the proper place.
- F. Regular watering of grass, lawns, trees, plants, shrubs etc. and hoeing and weeding in and around them.
- G. Spraying of insecticide and fungicide application/spreading of chemical and manure as and when required/advised.

- H. Any other job which is required to make the campus from Horticulture point of view beautiful with lush green environment.
- I. The gardeners should demonstrate own initiative for horticulture up gradation of ICWA, Sapru House premises. Seasonal Plan(s) for the same should be prepared and submitted to the designated officer.

Note: For carrying out these functions, the contractor **shall deploy ONE Head Mali and Three malies at ICWA daily from Monday to Saturday** and on other occasion as and when required. The Head Mali and malies (gardeners) should be experienced and qualified. The head mali should preferably have at least passed Xth standard or a certificate in horticulture knowledge from a recognized institute. **In the event of finding the office premise not in the above mentioned spirit, penalty upto 20% of the total amount of monthly bill will be imposed for the concerned month. Non-performers would be removed and replaced by competent gardeners within two working days by the contractor.**

## **ANNEX-II**

Details of other organizations where such contracts undertaken during last three years **(enclose supporting documents)**.

Proforma containing details of other organization where such or similar contracts were undertaken.

Sr. No.	Name & Address of the organization, Contact no.	No. of personnel supplied	Period of contract	Whether Govt/ Semi Govt/ Autonomous bodies/ PSUs/Industries etc.(pl. Specify)	Amount of Contract	Reason for termination (if currently not valid)
1.						
2.						
3.						

This information to be given in "Envelope No.1 Technical Bid for Annual Contract for **HORTICULTURE WORK.**



**ANNEXURE-III**

**CHECK-LIST (TECHNICAL BID)**  
**SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

Sl. No.	Description of requirement	Yes/No	Page No.
1.	The firm is registered with the Regional Labour Commissioner ( <b>Govt. of NCT of Delhi</b> ) under provisions of contract labour act and its validity date	Yes/No	
2.	Copies of Balance Sheet and P&L A/c for the last 3 years duly certified by CA	Yes/No	
3.	Registration certificate of provident fund commissioner enclosed PF registration code allotted by the Regional Provident Fund Commissioner, Govt. of NCT of Delhi	Yes/No	
4.	Copy of Registration certificate/allotment letter of service tax number	Yes/No	
5.	Copy of Registration certificate/allotment letter PAN from Income Tax Department	Yes/No	
6.	Registration certificate of ESI enclosed	Yes/No	
7.	Proforma containing details of other organization where such contracts were/are undertaken (attach supportive documents)	Yes/No	
8.	DD of Rs. 50,000/- as EMD	Yes/No	
9.	Price bid proforma completed & sealed in separate envelope	Yes/No	
10.	<b>Undertaking of the agency</b> confirming the availability of adequate manpower of requisite qualification and experience for deployment at ICWA	Yes/No	
11.	<b>Acceptance of terms and conditions</b> attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document	Yes/No	
12.	<b>Copy of last income tax return (FY 2015-16)</b>	Yes/No	
13.	<b>Undertaking by the bidder</b> to the effect that there is no police case pending against the proprietor/firm/parties	Yes/No	

	relating to previous service contracts.		
14.	Office address in NCT of Delhi	Yes/No	
15.	At least two currently valid contracts for similar work	Yes/No	

Declaration by the tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

- Encls: 1. DD/Pay Order NO.....  
2. Terms & conditions (each page must be signed and sealed)  
3. Financial Bid

Date: (Signature of Tenderer with Seal)

Name:

Seal

Office Address:

Phone No. (O):

**Note: Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the information above may render the bid to be rejected.**

(To be made on Rs. 50.00 Non Judicial Stamp Paper)

### **DRAFT AGREEMENT**

This agreement is made on \_\_\_\_\_ day of Two thousand nine between Indian Council of World affairs as one part, hereinafter called Indian Council of World Affairs and M/s \_\_\_\_\_

Agency for HORTICULTURE WORK on the other part.

WHEREAS the Indian Council of World Affairs is desirous to engage the Agency for providing HORTICULTURE WORK at Indian Council of World Affairs

1. The agency shall be solely responsible for compliance to provisions of various labour. Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc relating to contract personnel deployed in Indian Council of World Affairs. The Indian Council of World Affairs shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at Indian Council of World Affairs. The Indian Council of World Affairs shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving two month's notice on either side.
5. In case of non-compliance with the contract, the Bureau reserves its right to:
  - a) Cancel/revoke the contract, and /or
  - b) Impose penalty upto 10% of the total annual value of contract.
6. Security deposit equal to 10% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of bank guarantee from a Nationalized bank shall be furnished at the time of signing of the Agreement.
7. The Agency shall be fully responsible for, timely monthly payment of wages and any other dues to the personnel deployed in Indian Council of World Affairs.

8. The personnel provided by the Agency will not claim to become the employees of Indian Council of World Affairs and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in Indian Council of World Affairs.
9. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the Statutory wages revised by the Govt.
10. The agency also agrees to comply with **annexed Terms and Conditions** and amendments thereto from time to time.
11. Decision of ICWA in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.

## **Annexure-IV**

### **TERMS AND CONDITIONS OF CONTRACT FOR HORTICULTURE WORK (Annexure to Agreement)**

**A. SCOPE OF WORK:** HORTICULTURE WORK at Indian Council of World Affairs, Sapru House, Barakhamba Raod, New Delhi by deploying required number of contract personnel.

#### **B. TERMS & CONDITIONS:**

1. The said contract will be initially for a period of two year commencing from the date of signing the contract which may be extended further for a maximum period of one year with same terms & conditions subject to mutual consent of both the parties and subject to satisfactory performance of contract. However, in normal circumstances the Agreement is terminable by giving two month notice in writing by either party to the agreement.
2. The Contracting Agency shall render the following services to Indian Council of World Affairs

#### **HORTICULTURE WORK:**

The purpose of horticulture work is that the whole office premise (Indian Council of World Affairs) must look rich with lush green lawns and parks and beautiful flowers so as to provide an excellent ambience of work-environment and at the same time makes the office premises environmental friendly and to make a good impression on the visitors and public who visit here for various purposes. The contractor has to undertake all such jobs/activities required to maintain the office premises in a presentable condition and in above mentioned spirit at all the time whether such activities are elaborated hereunder or not. While undertaking this work, the contractor will develop the parks and lawns at the open space at the backyard of office premises in consultation with the designated officer and then simultaneously maintain all the existing as well as the developed lawns/parks. He will also develop a nursery for seasonal and perennial type of flowers and plants. He will maintain flower pots in the room(s) of senior officers

corridors/staircase/lobby/auditorium/Lecture hall/ common area as when required and in consultation with designated officer and ensure that the flowers and plants in those pots do not die or suffer in any manner and that he will change them periodically for their good maintenance. He will also ensure that due to closure of office on weekend days the plants and flowers in the pots kept in the officers' room do not suffer in any way. The other normal job in this regard would be:

- (A) To maintain all the trees, plants, shrubs, hedges and lawn as are existing on the date of start of contract and any other lawn/park/plants developed thereafter.
- (B) To plant trees, shrubs etc by excavation/digging as and when required in the interest of the beautiful maintenance of the ambience/park/lawn of Indian Council of World Affairs.
- (C) To prepare and maintain flower beds, seasonal and perennial both.
- (D) 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.
- (E) Cutting of grass in lawns, pruning of plants at required intervals and removing the waste to the proper place.
- (F) Regular watering of grass, lawns, trees, plants, shrubs etc. and hoeing and weeding in and around them.
- (G) Spraying of insecticide and fungicide application/spreading of chemical and manure as and when required/advised.
- (H) Any other job which is required to make the campus from Horticulture point of view beautiful with lush green environment.
- (I) The gardeners should demonstrate own initiative for horticultural up gradation of Indian Council of World Affairs premises. Seasonal plan(s) for the same should be prepared and submitted to the designated officer.

NOTE: (i) For carrying out these functions, the contractor **shall deploy ONE Head Mali and Three malies at Indian Council of World Affairs daily from Monday to Saturday** and on other occasion as and when required. (ii) The Head Mali and malies (gardeners) should be experienced and qualified. (iii) **In the event of finding the office premise not in the above mentioned spirit, penalty upto 20% of the total amount of monthly bill will be imposed for the concerned month.** (iv) Head Mali will be responsible for getting these work done , he will supervise the work and interact with the designated officer for mutual feedback. This will however, not diminish in any way, the contractor's responsibility under the contract to the Indian Council of World Affairs. The

contractor shall visit Indian Council of World Affairs every week for the purpose of overseeing the work of personnel deployed by him. During the visits to Indian Council of World Affairs, he shall invariably see the officer dealing with the services under the contract awarded to him, for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any observed in their working. **Non-performers would be removed and replaced by competent gardeners within two working days** by the contractor. (v) In the event of personnel being absent or on leave, the contractor shall ensure suitable alternate arrangement to make up for such absence. To avoid dislocation of work due to absence of personnel, the contractor shall make provision for leave reserve. However, deduction at double the agreed rates per day per person for each absence shall be made from the monthly bill submitted by the contractor, if substitute is not provided. (vi) If the services are found satisfactory, the contract may be renewed for another one year as agreed upon by both the parties within the frame work of ICWA rules and regulations applicable at that time. If the contract is renewed beyond one year, it shall be subject to any statutory increase in the minimum wage notified by the Govt. of NCT of Delhi from time to time.

(vii). The contractor will deploy well trained personnel in the respective fields of work to be performed under the contract From 8:30 AM to 5:00 PM from Monday to Saturday.

(viii). The contractor shall not deploy or shall discontinue to deploy any person at the Council premises, if so desire by the Council, at any time without assigning any reason whatsoever. The full particulars of the personnel including their names and addresses, Voter IDs, PAN etc. deployed by him shall be furnished to the Council. Police Verification report of the personnel employed by the contractor will also be submitted by the contractor to this office.

(ix). The Contractor will provide the required services six days a week throughout the year. Holiday, if any, will be observed with prior approval of the Council under emergent circumstances. The services will be provided on Sunday also without extra charges if so required by the Council.

3. The working hours for the personnel of the contractor for this contract purpose will be as under :

From 8:30 AM to 5:00 PM from Monday to Saturday. They may also be

called

d on Sundays as and when required without any extra payment. They

may also be asked to remain in office beyond 5:00 PM also on occasional demands.

4. The personnel deployed shall be healthy, active and nobody shall have any communicable diseases.

5. The personnel deployed shall be smartly dressed in proper uniform and always with Identity Card. The agency shall provide fully trained and disciplined personnel.

6. The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours. The Contractor shall pay the wages to the personnel on or before the 7th of every succeeding month, irrespective of delay in payment of Bill by the Council for whatever reason. Wages payable shall not be less than the minimum wages payment as declared by the Govt. of NCT of Delhi from time to time; The contractor shall also quote his rate of profit ( service charges) in addition to the wages to be paid to his workers. Contractor shall submit workers EPF number and proof of submission of EPF, ESI etc as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at Indian Council of World Affairs. The manpower agency shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications.

- a) The payment of wages Act 1936
- b) The Employees Provident Fund Act, 1952
- c) The Factory Act, 1948
- d) The Contract Labour (Regulation) Act, 1970
- e) The Payment of Bonus Act, 1965
- f) The Payment of Gratuity Act, 1972
- g) The Employees State Insurance Act, 1948
- h) The Employment of Children Act, 1938
- i) The Motor Vehicle Act, 1988
- j) The Minimum Wages Act, 1948

7. The personnel will be screened by the contractor after police verification regarding their antecedent, character and conduct; and a copy of the reports shall also be submitted to ICWA.



8. Replacement of personnel as required by the Council will be effected promptly by the Contractor; if the contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the Bureau. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the ICWA along with testimonials before they are actually deployed for the job.
9. In case of any loss that might be caused to the Council due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, the such loss shall be compensated by the contracting Agency and in this connection, the Bureau shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the Council besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, the Council shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
10. If case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.
11. That contractor's authorized representative (Owner/Director/Partner/Manager) shall personally contact Head of the ICWA or the office in charge of Administration at ICWA at least once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient.
12. In the event of contact personnel being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for 'leave reserve; Failure on this account shall attract penalty double the wages payable to the Contractor for such absence.
13. The successful bidder would have to deposit an amount of 10% of Annual contract of value towards security deposit through Bank Guarantee from a commercial bank in favour of ICWA which would remain with ICWA during the contract period and no interest shall be payable on the Security Deposit amount.
14. The contractor shall arrange to maintain the daily shift-wise attendance record of the contract personnel deployed by him showing their arrival and

departure time. This attendance record to be submitted every week to ICWA with an attested photo-copy of the attendance record of the personnel to which it pertains. The attendance record shall be produced for verification on demand by the ICWA at any other point of time.

15. If at any point of time, it come to the notice of the ICWA that the contract personnel deployed are different from the list provided (with attested photographs), Council will be well within its right to impose penalty not exceeding five times the wages payable to the contractor for each such personnel identified

16. The contract personnel deployed by the contractor shall have the required qualification. In case of non-compliance/non-performance of the services according to the terms of the contract, the ICWA shall be at liberty to make suitable deductions (ranging from 2% to 10%) from the bill without prejudice to its right under other provisions of the contract.

17. In case of any dispute arising out of is agreement then Deputy Director General shall nominate any officer of the ICWA a sole arbitrator to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration Act shall be applicable.

18. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, ICWA or Delhi Court will have the jurisdiction to settle and decide all the disputes.

19. Income Tax TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.

20. As and when the Council requires additional contract personnel on temporary or emergency basis, the contractor will depute such personnel in accordance with pro-rata rates. For the same, a notice of two days will be given by the Council.

21. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.

22 In case the ICWA, suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the ICWA reserves the right to terminate the contract without assigning any reasons.

23. Personnel engaged on day-to-day works should not be utilized for carrying out the occasional work for which contractor has to engage extra personnel.

24 The contractor should maintain all the records and documents under various labour laws applicable to contract labours/personnel and also Shops & Establishment Act/Rules applicable to his/her establishment and make them available at the ICWA at all times. Indicative list of such records is given for example: (a) Register for Workmen, (b) Employment card (to be issued to workers), (c) Muster Roll, (d) Register for wages, (e) wage slip, (f) OT register etc.

25 The above records and the following returns filed by the contractor have to be produced to the Admn. Department of ICWA, on demand and original/photocopies of these records should be handed over after completion of the contract.

(a) Return in form 5, 10 & 12 A which is submitted monthly under the provisions of the Employees' Provident Funds & MP Act, 1952.

(b) Summary of contribution (form 5) under sec. 44 Regulation 25 of the ESI Act, 1948. also the return filed under sec. 44, Regulation 26 of the said act along with the monthly return.

(c) Half yearly return in form XXIV under Rule 82(1) of the Contract Labour (R&A) Act, 1970.

(d) Annual return filed in form 3A/6A under the Employee's Provident Funds & MP Act, 1952.

(e) Annual Return in form III Rule 21(4 A) of the Minimum Wages Act, 1948

(f) Any other applicable return.

26. The contractor shall ensure that the payment of wages to his workmen deployed for carrying out his contractual obligations shall not be less than the minimum wages prescribed by State/Govt. of NCT of Delhi and such minimum shall be the higher between the State and Govt. of NCT of Delhi notified minimum wages, from time to time, as applicable during the contract period.

27. The contractor should ensure payment of wages to his workmen on or before 7th of every succeeding month. The payment of wages will be made in the

presence of an authorized representative of ICWA at a place and time notified for the purpose.

28. The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum wages Act.

29. The Contractor should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.

30. The ICWA reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues.

31. The contractor must get police verification of all his personnel employed at ICWA and submit the report to this office along with voter IDs, and other valid proof of residence and qualifications. The Contractor has to submit the attested photocopies of his voter ID, PAN, residential address, educational qualifications etc.

32. If any of the personnel of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel who indulges in such type of activities , should not be further employed in this office by the contractor in any case.

33. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the ICWA will be considered applicable at the time of any dispute/following any statutory rules.

34. The employees of the bidder deployed at Indian Council of World Affairs, Sapru House should have bank accounts and the company should be ready to provide proof of payment of salary to each employee through these bank accounts.

**Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.**

The criterion of selection as well as rejection .

1. ICWA reserves the right to accept or reject any or all bids without assigning any reasons
2. ICWA also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
3. The contractor will demonstrate to the Council the following to be able to qualify for consideration at the stage of technical evaluation :
  - (1.) At least five years standing in the field
  - (2.) Experience of providing such or similar services to the Govt. Departments/Autonomous bodies/PSUs/Industries etc. years.
  - (3) At least two currently valid contracts for similar works  
Central/State Govt. Department/PSUs/Autonomous bodies/industries/or organizations.
  - (4) Submission of EMD and all documents mentioned in check-list (Annexure-III).

Note : Without affecting the sanctity of the above criterion, ICWA has power to relax any condition of eligibility criteria qualifying the bid(s) based on merit of each case and if, the situation so warrants in the interest of work of ICWA.

4. Incomplete tenders would be rejected. **Further, the rejection criterion is mentioned in Annexure-III [check-list] .**
5. Preference may be given to the contractor(s) having valid Quality System Certificate as per ISO 9001:2000, in case of same rates. The firms whose services have not been found satisfactory in the past or who have been black listed from this office will not be considered even at the first stage(i.e. their technical bid will not be opened).
6. Selection of the bidder would be made after taking all the relevant factors like past performance, credentials, responsible business practices, competency to execute such contracts, credentials of fulfillment of provisions of labour laws with past contracts and above conditions into account together. Mere Lowest rates is not the sole criteria of selection. Indian Council of World Affairs, Sapru House is not bound to accept the lowest rates.

Deputy Director General, ICWA, Sapru House

## **ENVELOPE- 2: PRICE BID**

### **Sub: ANNUAL CONTRACT FOR HORTICULTURE WORK**

#### **CONTENTS**

1. Envelope No. 2 shall contain only Price Bid of Tender Document, i.e. the copy, of schedule of rates duly filled in and signed by the tenderer/bidder. Any commercial or technical condition or qualification of any sort shall not be indicated by the tenderer/bidder in this envelope, otherwise the tender shall be summarily rejected.

2. The format for providing Schedule of Rates to be filled by the tenderer/bidder is enclosed. This envelope shall be Superscribed "Envelope -2 Price bid-ANNUAL CONTRACT FOR HORTICULTURE WORK

## SCHEDULE OF RATES (PRICE BID)

(To be enclosed with price bid in a separate cover marked "Envelope 2")

### Name of the work: Contract for HORTICULTURE WORK at Indian Council of World Affairs

**Deputy Director General,  
Indian Council of World Affairs,  
Sapru House, Barakhamba Road,  
New Delhi-110001**

Dear Sir,

**Sub:** Financial Bid for Horticulture Work at Indian Council of World Affairs, Sapru House, New Delhi.

As part of the Bid, we hereby make the following price offer to the ICWA (Indian Council of World Affairs ) towards providing the HORTICULTURE WORK at Indian Council of World Affairs, Sapru House, New Delhi.

This summary sheet contains the pattern of deployment of resources as required by the respective service category. All the service heads are being calculated based on the applicable taxes; include service taxes as per State Government of Central Government regulations.

### FINANCIAL BID

(In sealed Cover-II super scribed "Financial Bid")

(A)

S.No.	Monthly Charges	Charges (Rupees per month)	Remarks, if any
	<b>LABOUR CHARGES (A) for 3 gardeners</b>		
1.	Wages* (8 hours/six days) per gardener		
2.	EPF*		
3.	ESI*		
4.	Bonus***		
5.	Service Tax*		
6.	Service Charges**		
7.	<b>Sub-total (A)</b>		

(B)

S.No.	Monthly Charges	Charges (Rupees per month)	Remarks, if any
<b>LABOUR CHARGES (B) for 1 Supervisor mali (head mali)</b>			
1.	Wages* (8 hours/six days) per <b>Supervisor mali (head mali)</b>		
2.	EPF*		
3.	ESI*		
4.	Bonus***		
5.	Service Tax*		
6.	Service Charges**		
7.	<b>Sub-total (A)</b>		
9.	<b>Sub-Total (B)</b>		

(C)

S.No.	Monthly Charges	Charges (Rupees per month)	Remarks, if any
1.	Charges for tools & equipments		
2.	Cost of Manure & pesticides, Routine growing/nurturing of new plants (indoor & outdoors), growing /nurturing of seasonal flowers, plants, putting seeds.		
3.	Additional seasonal flowers/indoor plants pots during the events approximately 100 nos.		
4.	Tax (if any)		
5.	<b>TOTAL CHARGES PER MONTH (A+B)</b>		

\*The rate/percentage in respect to Wages, ESI, EPF & Service Tax must be quoted as per the latest Gazette notification issued by Govt./Govt. of NCT/from time to time.

**\*\*Bidders quoting no Service Charges or very low Service Charges are liable to be rejected (as regard to column A & B)**



**\*\*\*As per the Gazette notification issued by the Govt./Govt. of NCT from time to time. Minimum statutory Bonus payable to the workers under relevant provisions of Payment of Bonus act, 1965 shall be paid.**

We agree to bind by this offer if we are selected as the preferred bidder.

For and on behalf of :

Signature (Authorized Signatory)

Designation:

**Note:**

1. All the cost heads shall be inclusive of all applicable taxes as per State & Central Government Legislations. The amount quoted should constitute the landed cost of manpower & all the relevant materials (flowerpots, manure, T&P items etc) towards providing Horticulture Services at Indian Council of World Affairs, Sapru House, Barakhamba Road, New Delhi-110001 for a period of two year.

Last date & time of depositing tenders	31st October,2016 at 1600 hours
Date and time for opening of the Bid	2nd November,2016 at 1500 hours

The Bidders are advised to follow the following instructions.

As **two bid system** is to be followed, Four envelopes duly sealed should be used for submission of tender as detailed below:-

**Envelope No. 1: Technical Bid** The envelope should be sealed properly and super scribed as "**Tender/2016-17/ for HORTICULTURE WORK at ICWA. Technical Bid**". Firm's name and address should be written on the envelope.

**Envelope No. 2: Financial Bid** The envelope should be sealed properly and super scribed as "**Tender/2016-17/ for HORTICULTURE WORK at ICWA. Financial Bid**". Firm's name and address should be written on the envelope.

**Envelope No. 3:** An Earnest Money Deposit (EMD) of Rs. 50,000/-(Rupees fifty thousand only) through a Demand Draft on any scheduled bank in Delhi drawn in favor of "Indian Council of World Affairs" payable at New Delhi. The envelope should be sealed properly and super-scribed as "**Tender/2016- 17/ for HORTICULTURE WORK at ICWA**". The name of firm should be mentioned on the envelope.

**Envelope No. 4:** All three Envelope No. 1,2 and 3 as mentioned above, are to be put into this envelope. The envelope should be sealed properly and super-scribed as "**Tender/2016- 17/ for HORTICULTURE WORK at ICWA**". The name of firm should be mentioned on the envelope addressed to "Deputy Director General, Indian Council of World Affairs, Sapru House, Barakhamba Road, New Delhi-110001".

For and on behalf of :

Signature (Authorized Signatory)

Designation: