

Tender

For

Horticulture and Landscaping work

At

Diamond Harbour Women's University, Sarisha

NIT No. : NIT/HL/24/DHWU

NIT Issue Date : 09th December, 2017

Last Date of Submission : 18th December, 2017, at 12:30 PM



Diamond Harbour Women's University

Diamond Harbour Road, Sarisha, South 24 Parganas

Telephone: 03174-245801, email: office.dhwu@gmail.com

www.dhwu.ac.in

Tender Notice

Tender for Horticulture and Landscaping work.

NIT/HL/24/DHWU

Diamond Harbour Women's University, Sarisha, South 24 Parganas, invites sealed tenders for Horticulture and Landscaping work at DHWU, Sarisha from reliable vendors/suppliers/horticulturists etc.. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

S. No.	Item Description	EMD in Rs.
1.	Horticulture and Landscaping work	5,00.00

Quotation should be sealed and superscripted with tender number and address to:

**Office of the Registrar
Diamond Harbour Women's University, Sarisha
Diamond Harbour Road, 24 Pgs (S),
West Bengal - 743368".**

The sealed quotations should reach the University, latest by 18th December, 2017 at 12:30 PM and it will be opened on same day at 12:30 PM in the office of the Registrar, Diamond Harbour Women's University, Sarisha in the presence of the bidder(s) or their authorized representative(s), who will be present at the scheduled date and time.

Term & Conditions

1. Preparation and Submission of Tender: The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. The Technical Bid and the Financial Bid should be sealed by the bidder in two separate covers “Technical Bid for Horticulture and Landscaping work” and “Financial Bid for Horticulture and Landscaping work”. Both Sealed Envelopes should be kept in a main/ bigger envelope super-scribed as “**Tender for Horticulture and Landscaping work**”.

2. Earnest Money Deposit: The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 5,00/- (Rupees Five hundred only) by way of demand drafts only. The demand drafts shall be drawn in **favour of Diamond Harbour Women’s University and payable at Diamond Harbour**. The demand drafts for earnest money deposit must be enclosed in the envelope containing the technical bid. The EMD of the unsuccessful bidder(s) would be returned after award of the contract. Bid(s) received without demand drafts of EMD will be rejected.

The EMD, in case of unsuccessful Bidders shall be retained by the DHWU, Sarisha till the finalization of the tender. No interest will be payable by the DHWU, Sarisha on the EMD.

3. Tender Fee: Tender is free of cost and can be downloaded from the University website.

4. Eligibility Criteria: The prospective bidders should have the following eligibility criteria and should submit the documents as mentioned below.

- a) The average annual turnover of the firm shall be minimum Rs. 1,00,000/- (Rupees One Lakh) during last two years.
- b) The firm should not have been blacklisted/ debarred by Government of India/ Government of West Bengal/ University/ any PSU during last three years.
- c) The firm should have minimum 2(Two) years of similar work experience.

5. Technical Documents to be submitted:-

- a) Name of the Firm / Company.
- b) Full postal address with telephone Number.
- c) Name, Address and Telephone numbers of the Directors / proprietors and Chief Executive of the firm / company.
- d) PF Registration with PF code number with the Govt. Authority for Horticulture Work.
- e) ESI Registration.
- f) Copies of balance sheet and Profit & Loss A/c of previous three financial years duly certified by CA.
- g) Copies of PAN Number.
- h) Details of managerial, supervisory and other staff.
- i) Copy of Last income tax return.
- j) Certificates provided for the works detailed & the bidder 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.
- k) DD of Rs. 5,00/- (Five Hundred only) towards EMD.

(The bids in which any of the particulars and prescribed information is missing or is incomplete in any respect and /or non-responsive and rate are liable to be summarily rejected.)

7. Financial bid of tender document: Financial bid as per **Annexure- II** of tender document.

8. Purpose & Scope of Horticulture and Landscaping:-

The purpose of Horticultural & Landscaping work is that the premises (mentioned in this tender) of DHWU, Sarisha must look presentable, to make the premises environmental friendly and also to

make positive impression over our valued visitors and public who visit here for various purposes. The contractor has to undertake all such jobs/activities required to maintain the premises in a presentable condition for all the time. The contractor will develop the lawns at the open space at the premises in consultation with the Officers and then simultaneously maintain all the existing as well as the developed lawns.

9. Description of Horticulture & Landscaping work to be executed:-

- a) All plant materials shall be healthy, sound, and vigorous, free from plant diseases insects, pests, or their eggs, and shall have healthy, well-developed root systems. Replacement of dead or decayed plants by new ones whenever necessary at free of cost and maintaining ever fresh look garden landscape and keeping them in good condition till the entire maintenance period. All plants shall be hardy under climate conditions similar to those in the locality of the project. All material must be protected from the Sun and Weather until planted.
- b) To maintain all the trees, plants, shrubs, hedges and lawn as are existing on the date of start of contract and any other lawn /plants developed thereafter.
- c) To plant trees, shrubs etc by excavation/digging as and when required in the interest of the beautiful maintenance of the ambience of DHWU, Sarisha
- d) Cutting of grass in lawns, pruning of plants at required intervals and removing the waste to the proper place should be done to give uniform look in all Lawns and gardens.
- e) Regular watering of grass, lawns, trees, plants, shrubs etc. and hoeing and weeding in and around them.
- f) Spraying of insecticide and fungicide application/spreading of chemical and manure as and when required/advised, any material will not be supplied by DHWU, Sarisha.
- g) Any other job which is required to make the University from Horticulture point of view beautiful with lush green environment.
- h) Weeding, soil preparation, manuring, pest controlling, trimming, training etc. as where and when required.
- i) Drainage should be highly satisfactory especially during monsoon.

9. Site familiarization: Before quoting, the Contractor in his own interest shall carry out site visits to know the site conditions and full implications of the assignment. This will also help him in proper assessment of the work. Failure to do so will not absolve the contractor of his responsibility to carry out the work as specified in the Tender Documents. The cost of visiting the site shall be borne by the Contractor and shall be at his own responsibility and risk.

10. Authority of person signing document: - A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority to do so, the DHWU, Sarisha may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.

11. Signature on Bid(s). The bid must contain the name, address and contact details of business of the person or persons submitting the bid and must be signed and sealed by the bidder with his signature on every page of the bid. The names of all persons signing should also be written or printed below their signatures.

- a) Bid by a proprietorship firm / partnership firm / consortium of firms must furnish names of all partners and be signed in the partnership name, followed by signatures and designations of authorized partners or other authorized representatives. The copy of partnership deed / consortium agreement should also be furnished.

- b) Bid by a corporation / company must be signed in the legal name of the corporation / company, by the President / Director or by the secretary or other person, or persons authorized to bid on behalf of such corporation / company with seal of the corporation / company. Satisfactory evidence of authority of the person signing on behalf of the bidder be furnished.
- c) The bidder's name stated in the bid shall be exact legal name of the firm / company / corporation etc. as registered or incorporated.
- d) Bidder shall submit a copy of the tender document and addendum/corrigendum thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.

12. Correction in Bid(s):- All changes / alteration / corrections in the bid shall be signed with date in full by the person or persons signing the bid. No erasing and / or overwriting are allowed.

13. Period of Contract: - The period of contract shall be for a period of 1 year.

14. Price: - Price quoted should be for an individual contract basis and include all royalties' duties taxes octroi, entry tax, GST and any other duties taxes leviable by the Central and State Governments and other statutory bodies. The rates quoted will be treated as all-inclusive and no further claims whatsoever will be entertained this respect.

15. Validity: The quoted rates must be valid for a period for 180 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. The contractor should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender. If the bidder quoted validity shorter than the required period, the same will be treated as unresponsive and it may be rejected/ In case the contractor withdraws, modifies or change his offer during the validity period, bid is liable to be rejected. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

16. Opening of Tender: The contractor is at liberty either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending on the opening of the tender on behalf of the tender should bring with him a letter of authority from the contractor and proof of identification. The late received tenders by the DHWU, Sarisha will be ignored. 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. Further, the DHWU, Sarisha does not accept any liability and responsibility for the tenders in case the same are not properly sealed and marked and/or sent as above.

17. Award of Contract: - The authority will award the contract to the successful bidder/Contractor whose bid has been determined to be in full conformity to the bid document and has been determined as the lowest evaluated bid (L1).

18. Performance Security: As a guarantee towards due performance and compliance of the contract work, the successful bidder (contractor) will deposit an amount equal to 5% of Annual contract value.

19. The security deposit can be forfeited by order of this University in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of contractor's performance obligations under the contract.

20. Terms of Payment: No advance payment will be given by the University. Payment shall be made on the following scheduled :-

- a. 1st month after starting the work : 20%
- b. After full completion of plantation and landscaping work : 60%
- c. In the 9th month from the start of work : 10%
- d. Rest 10% will be paid at the end of the year.

21. Penalty : In case of any loss that might be caused to the University due to lapse on the part of the personnel deployed by the agency, discharging their responsibilities, such loss shall be compensated by the contracting agency and in the this connection Rs.5,000 (Rupees Five thousand only) can be deduct from the bill by the University.

22. Breach of Terms and Conditions: Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract. Or In Case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by DHWU, Sarisha in that event the EMD shall also stands forfeited.

23. Termination of Contract: DHWU, Sarisha would have the right to terminate the contract by giving one month's notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of DHWU, Sarisha rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Tenderer or his staff and the contract may be terminated by either party by giving one month's notice to the University. The decision of DHWU, Sarisha's management in this regard would be final and binding on the Tenderer. In such an event, DHWU, Sarisha shall have the right to engage any other tenderer to carry out the task.

24. Arbitration: The Arbitration shall be held in accordance with the provision of the Arbitration and conciliations Act, 1996 and the venue of arbitration shall be at Sarisha. The decision of the Arbitrator shall be final and binding on the both parties.

25. Dispute Settlement: - It is mutually agreed that all differences and disputes arising out of or in connection with this agreements shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Director, DHWU, SARISHA whose decision shall be final and binding on both the parties.

26. Applicable Law: The contract shall be governed by laws and procedures established by Govt. of India / Govt. of West Bengal, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.

27. Instructions for Contractor:-

- a) The contractor will be responsible to comply with all labour legislations including social security, service tax wherever applicable and such other statutory orders by Government / Municipality which may be in force from time to time.
- b) The contractor will not allow his employees to participate in any trade union activities or agitation in the premises of the University.
- c) The personnel deployed shall be healthy, active and not more than 45 years of age. The Contractor shall not employ men and women below the age of 18 years on the work.

- d) The personnel supplied have to be extremely courteous with very pleasant mannerism in dealing with the students/staff/visitors, especially with female students/staff/visitors and should project an image of utmost discipline. The DHWU, Sarisha shall have right to have any person removed in case of student/staff/visitor complaints or as decided by representative of the DHWU, Sarisha if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement timely in all such cases.
- e) 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 University at all times, Indicative list of such records is given for example: (a) Register for Workmen, etc.
- f) Smoking and drinking within the entire area of the University is strictly prohibited. Violations of this rule shall be prosecuted as per law and discharged immediately.
- g) No other person except the Contractor's staff shall be allowed to enter the premises and the contractor will not entertain outsiders or extend any service to them within the premises.
- h) Neither the contractor nor DHWU, Sarisha shall be liable for any delay, default or failure under this contract if such delay defaults or failure arose as direct consequences of force majored including strikes; lock out, war & civil unrest.
- j) The DHWU, Sarisha shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contract save and except an accident injury resulting from any act or default of the University. The Contractor is liable for and indemnifies the Employer against losses, expenses and claims for loss or damage to physical property, personal injury, and death caused by his own acts or omissions.
- k) The DHWU, Sarisha will provide Water, Electricity free of cost to carry out the work of Horticulture and Landscaping.
- l) In the event of the Contractor's failure to execute the work entrusted to it under this Agreement satisfactorily, the University shall make alternative arrangement to do it and the difference of cost incurred by the University thereby shall be recovered from the Contractor's unpaid bills and Security Deposit.
- m) The Contractor shall take care of the safety of their tools & tackles at our site & University shall not be responsible for any loss.
- n) The Contractor shall in no case lease/transfer/sublet the services at DHWU, Sarisha to any other Contractor.
- o) In case of any unforeseen circumstances, DHWU, Sarisha may suspend / terminate the contract without any advance notice for which no damage or compensation would be payable by DHWU, Sarisha to the Contractor.
- p) While executing the work the contractors have to ensure that no inconvenience whatsoever is caused to the office premises functioning in the premises.
- q) Adequate number of safety measures including first aid boxes, must be provided on the site by the contractor.
- r) The Price Bid shall be unconditional. The conditional tender shall be rejected.
- s) The contractor shall abide by rules and regulations, by laws and statutes etc. imposed by the Government/ semi Government and other local authorities such as municipality etc., for execution of his job.

Registrar

Annexure – I
Technical Bid

(In Separate sealed cover-I super scribed “Technical Bid”)

1. Name of Firm / Contractor / Supplier	
2. Name of the owner(s) Partners (attach detail of all Partners)	
3. Complete Address	
4. Telephone No. & Email.Id	
a. Residence:	
b. Office:	
c. Mobile:	
d. Email Id:	
5. Details of EMD No. Date, Amount, and Bank name	
6. Whether the firm / agency is registered, attached copy of the certificate of registration	
7. PAN Number	

(Signature of the Bidder)
Along with Stamp of Firm / Company

Date:
Place:

Annexure – II

Financial Bid:-

(In Separate sealed cover-I super scribed “Financial Bid”)

The contractor should quote rates in the given format below:-

Horticulture & Landscaping Work for the area of 8600 Sq. ft.(approx) in front of the Administrative Building and behind the boundary wall:-

Sl. No.	Description	Quantity	Rate	Amount
1.	Duranta as hedge (height- 4 inch)	3500 Nos.		
2.	Foxtail Palm (height- 6 feet)	25 Nos.		
3.	Jhaw (height- 5 feet)	20 Nos.		
4.	Carpet Grass	8600 Sq. ft.		
5.	Labour charges of preparation of ground and maintenance of the Landscape, Plants and Grass for one year.			
6.	Carrying & Other charges			
7.	Labour charges for preparing soil with manures and chemicals			

- **The Vendors/Suppliers/horticulturists are advised to visit the site during the working days before submitting the quotation.**

1. I/We have gone through the terms & conditions as stipulated in the Tender enquiry document and confirm to accept and abide the same.
2. No other charges would be payable by the University.
3. Area mentioned above is tentative, it may increase or decrease as per requirement. There will be no increase/ decrease in rate for $\pm 10\%$ area of above given area. However, any increase or decrease more than $\pm 10\%$ of the above said area will be paid on proportional basis.

Signature & Seal of the Contractor
Full Name of the Contractor:

Date:

Place: