

## **SHORT NOTICE INVITING TENDER**

Indian Institute of Corporate Affairs invites sealed quotations from bonafide, competent and experienced agencies of good repute, credentials, and sound financial standing for Development and maintenance of horticulture IICA complex at IMT Manesar.

### **1. Essential Requirements:**

The bidder should be reputed agency in Development and Maintenance of gardening services and should meet the following criteria: -

- (i) Should have minimum experience of atleast two years in this field.
- (ii) Should have minimum turnover of Rs.15 lakhs p.a. for the last three years.
- (iii) Should have executed at least one single work in respect of maintenance and gardening services in any institution having an area of minimum of 20,000 sq.ft. in the last two years.
- (iv) Should have either valid ISO 9001:2008 certificate for at least 1 year, or be a class I/Class II contractor registered with PWD/CPWD/any other Government organization.
- (v) Power of Attorney or a valid resolution of the Board of Directors of the Tenderer authorizing the signatory of the Tenderer to submit the Tender alongwith Articles of Associations and Memorandum of Association of the company.
- (vi) Certified copies of last three years turnover statement.
- (vii) Information of work in hand and future commitments and a list of major projects executed.

### **2. Submission of Tender**

- (i) Tender form is available on the website, which may be downloaded for submission of the tender.
- (ii) Duly signed/ filled up tender form may be submitted till 1430 hrs on **9<sup>th</sup> June, 2014** to:

Mr. Bhuvan Kumar Malhotra – Administrative Officer  
Indian Institute of Corporate Affairs.  
Plot No. P-6,7,8, Sector 5 IMT Manesar  
Distt Gurgaon 122050  
Tele No 0124-2640059 Mob.: 9910812842

- (iii) The tender will be opened at 15:00 Hrs on **9<sup>th</sup> June, 2014**
- (iv) The tenderer will submit his offer in the proforma laid down in Annexure-I.
- (v) The submission must be made in “sealed cover packet” marked “Tender for Maintenance and horticulture services” at IICA complex Plot No. P 6,7,8, IMT Manesar.
- (vi) The bid should be accompanied by an Earnest Money Deposit (EMD) by Demand Draft/Pay Order of Rs.20,000/- (Rupees twenty thousand only) in favour of Indian Institute of Corporate Affairs Payable at New Delhi, drawn on any scheduled Bank. Tenders without EMD shall be rejected.
- (vii) IICA reserves the right to reject any or all quotations without assigning any reason whatsoever.
- (viii) Telex/FAX/E-mail offers will not be accepted.
- (ix) The Tender shall remain valid for an initial period of 90 (ninety) days after the date of Tender submission.

### **3. Scope Of Work**

The scope of work includes Developments, Maintenance and Gardening services for IICA Complex, as per BOQS at Annexure-I.

**4. Time Period Of The Contract**

The total Maintenance period allowed for subject work as described in bill of quantities (BOQ) & accordance with the terms hereof is seven months from the date of commencement of work. However, IICA reserves the rights to reduce or extend the maintenance period based on the satisfactory performance of the contractor on its sole discretion.

**5. Advance Payment**

No advance shall be payable for this work

**6. Taxes & Duties:**

6.1 The Contractor is liable for payment of all taxes, duties, excise; cess, etc. as applicable and the quoted rate are deemed to be inclusive of the same.

6.2 IICA shall be entitled to deduct applicable TDS and other recoverable amounts from the payments made to the contractor.

**7. Retention Money:**

Retention money shall be deducted @ 10% (ten percent) from each Bill subject to a maximum of Rs. one lakh, after adjustment of the Earnest Money Deposit, and shall be released three months after the contract period. The IICA shall be free to set off the retention money against expenditure incurred by him in rectification of defects if the contractor fails to attend to same to the satisfaction of the IICA.

**8. Firm Rates/No Escalation:**

The contract rates as agreed and as mentioned in the offer /BOQ shall remain firm during the contract period (including extensions granted, if any) and no price escalation shall be made in respect of increase or decrease in cost of materials and services.

**9. Manpower:**

The contractor shall deploy 8 (eight) numbers of skilled / unskilled workers for development and maintenance of the work during the period of the contract.

**10. Contractor's Obligations:**

10.1 The successful bidder/vendor shall follow the directions & rules of IICA.

10.2 The Contractor shall be responsible at its own cost for obtaining any applicable permissions and clearances for performance of the work. The contractor shall abide by the prevailing rules/ regulations and meet with all the required compliances necessary for the disposal of the excavated materials & dismantled materials to off- site, outside the IICA complex area.

10.3 The Contractor shall, at all times, comply with all applicable labour and other related laws on its own. The Contractor shall keep IICA indemnified against any claim, action or proceedings raised due to non- compliance of labour and other related laws.

10.4 The Contractor indemnifies IICA against any loss or damage suffered by IICA due to any fault, omission or breach of any duty by the Contractor or its representatives.

10.5 The Contractor shall indemnify and keep indemnified and compensate IICA, if IICA becomes liable to assume any liability towards the workforce engaged by the Contractor for the purposes of this Work.

10.6 Water and electricity for the execution of works shall be provided by IICA free of cost.

**11. Labour Law Compliance:**

11.1 The Contractor shall comply with all requirements of any applicable law relating to the employment of labour/ personnel under this Work including but not limited to matters relating registrations under the applicable statutes, timely payment of wages and allowances, payment of minimum wages, payment of

overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, farming of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.

11.2 The contractor must provide a copy of the following for labour law compliances.

- a) Attendance Register (Muster Roll)- Form XVI
- b) Attendance (Wage) Register – Form XVII
- c) ESI & PF Challan
- d) Details of ESI & PF Contribution in Wages Register
- e) Form 7 (Regulation 32) under ESIC
- f) Details of PF Contribution
- g) Minimum Wages
- h) If a Contractor deploys 20 or more Contract Labour at Site, the Contractor must obtain labour license under the Contractor Labour (R&A) Act.

## **12. Liability And Indemnity:**

12.1 In case the Contractor is in breach of any of its obligations, whether due to willful default or gross negligence or otherwise in the performance of any work then the Contractor, at its own expense, will complete or rectify the relevant works.

12.2 Each party shall indemnify and save harmless the other party against all third party actions, suits, proceedings, claims, demands, loss and expenses whatsoever, suffered and/or incurred as a result of the performance of their respective obligations under this Work, except to the extent any such action has arisen due to breach by the other party of any its obligation

## **13. Confidentiality**

The contractor and its employees shall not use or disclose the terms of the contract and any confidential information, obtained directly or indirectly from

IICA or its employees or representatives, otherwise than for the performance of its obligations under this contract.

**14. Right To Suspend Or Terminate Works:**

14.1 IICA shall have the right to terminate the contract by giving a seven (7) calendar days notice.

14.2 In the event of termination by IICA, the contractor shall be paid such amount as is appropriate and payable for the part of the works under this contract, up to the date of termination, that have been performed to the satisfaction of IICA.

**15. Safety:**

15.1 The contractor shall obtain work permit before commencing the works at site. In case the works are executed in the operational area, a separate additional work permit is required to be obtained from the user department prior to start the works in operational area as per the format issued by IICA.

15.2 The contractor shall ensure that all safety precautions are taken during execution of works and safety rules/laws/instructions issued by the appropriate authority and/or IICA shall be strictly complied with. The contractor shall indemnify and keep on indemnifying IICA for any loss, damage or cost that may arise / be imposed on IICA on this account.

15.3 The equipments and machineries etc; are to be in safe and sound working condition.

**16. Dispute Resolution:**

16.1 Any dispute, controversy or claim (“Dispute”) arising out of, relating to, or in connection with this work, termination or validity here of shall initially be resolved by amicable negotiations between the parties; and if not resolved through such negotiations the same shall be referred for resolution by the

Director General of IICA or his nominee. The award passed by the DG, IICA shall be final and binding on the parties.

16.2 This work shall be governed by the laws of India. In all respect of all matters arising out or relating to this purchase order, the courts at Delhi shall have exclusive jurisdiction to the exclusion of all other courts.

**17. General Requirements:**

17.1 Prior approval from the Authorized Officer of IICA shall be obtained before mobilizing the material to the site. IICA shall endeavour to provide and the contractor shall comply with all applicable rules, regulation, laws and instructions of appropriate authorities including IICA.

17.2 Contractor shall adhere to all rules and regulations of the IICA during the works.

17.3 The contractor shall not sublet or assign the work to anybody without written permission from IICA.

**18. Final Say:**

Notwithstanding anything contained herein, it should be clearly understood that IICA shall have the FINAL SAY in all matters relating to this RFP and its decision is FINAL and BINDING and will prevail in all cases of dispute.

**ANNEXURE-I**

**BILL OF QUANTITIES (FINANCIAL BID)**

**BOQ: BOUNDARY WALL  
IIICA, PLOT NO. P-6,7,8, SECTOR 5 IMT, MANESAR**

<b>S.No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Rate</b>	<b>Total</b>
1.	Digging of Pits – 2' x 2' Including refilling of the same with CDM, Jamuna sand and Chemical Fertilizers	600		
2.	Supply of Tree plants of height 6 feet ficus Benjamine (healthy plants with Stem of 25 mm diameter) with distance between trees of 5 feet (including plant maintenance for a period of one month after plantation)	600		
3.	Maintenance of 600 Nos. of above trees for a period of five months after the first month of execution (No tools and plant cost will be paid separately) (Minimum 8 Nos. of workers per day to be deployed)	Five month		

**Note:**

1. Above rates are inclusive of all taxes.
2. Period of execution of work is one month.
3. Maintenance of plants after execution of the work, is free for a period of one month.
4. Any casualties of trees during the period of contract of maintenance of trees will be replaced by the contractor free of cost.