

(A) Eligibility Criteria & Tender Conditions:-

1. The Agency should have completed at least one work of similar nature and scope during last three financial years 2010-2011, 2011-12 and 2012-13 and should have adequately trained and experienced manpower to execute the work.
2. The agency must supply the following documents with the tender:
 - (i) The agency must have an experience of at least three years in the field of Horticulture & landscaping services and must therefore, attach a certificate of experience.
 - (ii) Copy of Registration Certificate of the firm under Companies Act.
 - (iii) Copy of PAN
 - (iv) Copy of Service Tax Number
 - (v) List of clients (central/State Govt. Dept./University/PSU/Private Organizations etc.) along with complete addresses and telephone numbers and satisfactory service certificate.
 - (vi) Copy of Labour License of labourers more than 50 nos.
 - (vii) Copy of ESI/PF No.
 - (viii) Latest income tax return filed.
3. (i) Bidders with annual turn over of less than Rs. 2.00 crore each for last three years from similar business will not be entertained. Proof of business shall be attached with the bid.
 - (ii) Solvency Certificate of Rs. 1.00 crore to be submitted with the tender document, which should have been issued by the bank within one year prior to the date of publication of this NIT.
4. The agency shall append a certificate with the quotation/tender that the firm has not been debarred/blacklisted for any reason/period by any Central/State Govt. Dept./Agency etc. If so, particulars of the same may be furnished. Concealment of fact shall not only lead to cancellation of the tender / contract, but may also warrant legal action.
5. In case any family member of the agency/service provider is serving in the University then the quote must record a certificate to the effect on the offer failing which the quotation / tender shall be rejected out-rightly.

6. The agency shall submit a copy of the registered partnership deed if any with the quotation/tender and the copy must be signed by all the partners.
7. Each page of the quotation/tender including annexure if any must be numbered and signed.
8. The security/earnest money of Rs. 3.86 lac in the shape of Demand Draft drawn in the favour of the Executive Engineer, Maharshi Dayanand University, Rohtak shall accompany the tender/quotation failing which the quotation/tender will not be considered. The security / earnest money in other shapes, shall not be accepted. Earnest Money shall be forfeited if a quote backs out after opening of quotations/tenders. Earnest money of the unsuccessful bidders shall be returned.
9. The sealed quotations/tenders, complete in all respects, must reach the Registrar, Maharshi Dayanand University, Rohtak -124001 (Haryana) latest by 02-07-2013 up to 2:00 P.M. The tender shall be opened on the same day at 4:00 P.M. in the office of the Registrar, MDU, Rohtak. The quotees or their authorized representatives shall be allowed to attend the meeting of the Tender Opening Committee at their own (quotees) cost.
10. A pre-bid meeting will be held on 24-06-2013 at 3.30 P.M. in the office of the Registrar, MDU, Rohtak for any clarifications etc. Potential bidders desiring to seek clarification if any may attend this meeting.
11. Initially the contract shall be awarded for a period of one & half year and shall be extended / renewed for next one & half year subject to mutual consent of both the parties, provided the services of the agency are found satisfactory with an increase of 5% of total amount allotted to the agency for original period on the same terms & conditions.
12. The tender received after due date or incomplete shall be rejected out rightly.
13. The agency shall submit technical and financial bids separately. Both the bids shall be sealed in separate envelope .Both the sealed envelopes containing technical and financial bids shall then be sealed in the third envelop .Following must be superscripted on the sealed envelopes;

Envelope containing technical bid only;

“ TECHNICAL BID FOR HORTICULTURE & LANDSCAPING SERVICES”
(Technical bid contains all the documents required & earnest money along with the tender forms duly stamped & signed by the tenderer).

Envelope containing financial bid only;

“FINANCIAL BID FOR HORTICULTURE & LANDSCAPING SERVICES ”
(Financial bid contains only financial bid with BOQ)

Envelop containing both technical and financial bids;

“TECHNICAL AND FINANCIAL BIDS FOR HORTICULTURE AND LANDSCAPING SERVICES”

The quotation/tender without superscription on envelopes may not be entertained.

14. The agency appointed for providing above services shall enter into a binding agreement with the university for the execution of services wherein all the obligations of both the parties shall be spelt out.
15. The acceptance of the quotation/tender shall rest with the committee constituted for the purpose .
16. The price bid will be opened only of those tenderers who qualify the pre- qualification requirements as laid down in these tender documents.
17. Security deposit of Rs. 20.00 lac including the earnest money will be deducted from the payment of first three monthly bill and retained till the satisfactory completion of the service contact.
18. MDU may secure additional man power for these / similar other services from agency on prevailing D.C. rates + 10% contractor charges for a specific purpose and specific period.

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19. The agency shall append the following declaration with the quotation.

DECLARATION

I/We (Name)_____do hereby solemnly affirm and declare that the facts stated in the Technical Bid No._____ dated_____ and Financial Bid No_____ dated_____ are correct and true to the best of my/our knowledge and belief and nothing as been concealed therein. In case of any concealment or misrepresentation detected at any stage,. I/We will be liable to legal action under Section 182 andsection415 read with section 417 and 420 of Indian Penal Code as the case may be.

(Signature of the quotee)

Name_____

Place;_____

Date:_____

20. The mere fact of having quoted the lowest rates shall not vest in an agency any right to be considered for award of this contract. Other important considerations such as financial viability, experience, possession of the required machinery & tools, trained and experienced manpower and administrative structure required for efficient execution of services, etc. shall also be taken into account while considering the bids. An agency submitting a bid which is considered as unrealistically low and / or financially unworkable shall be out-rightly rejected.

21. The agency shall indemnify/compensate MDU and its properties for all losses caused or likely to be caused by any omission/neglect/action, legal demand, proceedings, prosecutions, attachments, non payment of taxes, non-clearance of liabilities, non observance of statutory law/rule of the local bodies/State/Central governments and the like arising due to agency's or its workmen's fault and / or on account of any deficiency on their part.

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(B) General Conditions:-

1. The Agency shall have no right to change the landscape of any park or area without prior permission of the S.D.E., Horticulture.
2. It must be noted that unsealed tenders and / or tenders not accompanied by EMD and those received after due date and time shall be rejected.
3. The tender/quotation must be valid for a period of at least three months from the date of its opening.
4. Two Reapers, three Shrub Masters, 300 mtr. Rubber Hosepipes, one set of 40 Sprinklers including accessories 3 nos. Spray pump, 3 nos. electrical / diesel lawn movers, 2 nos. cultivator (heavy duty), 2 nos. Harrow, 2 nos. plough, 1 no. disc plough, 2 nos. leveler (heavy duty), 1 no. stone roller, 1 no. steel roller, 3 nos. Tractor, 3 nos. tanker(5000 ltr.) and 2 nos. tractor trolley will be provided by the University for use at different sites as and when required. Additional items like lawn mower, hosepipes etc. will be procured by the agency at its own cost as per requirement. In case of theft or damage to such machines/tools of the University due to negligence of the agency's manpower, their value or cost of repair shall be deducted from the next bill. Minor items like Kassi, Khurpa, Talwar, Gaitee, Clubs, Tasla, Tokri, etc. shall also be arranged by the agency itself at its own cost.
5. Agency shall be responsible for safe custody and serviceability of any equipment, machine, tools, and stores provided for use. The Agency will also be responsible for normal day-to-day maintenance; repairs and upkeep of such equipments/tools including expendables/item required for minor repairs except for replacement of the item due to fair wear and tear.
6. The scope of work may be decreased or increased during the contract period as per requirement of the University. Any other item beyond the DNIT may also be executed on the same rate quoted by the agency for HSR items. However, beyond the HSR, the item will be paid on market rate.
7. Civil work will be done by the University wherever required.
8. The contractor shall have to maintain the specifications of work as framed by the University and explained herein and / or in the agreement.

9. All other particulars regarding scope of work will have to be known from the office of the S.D.E., Horticulture or Engineer-in-Charge, M.D. University, Rohtak
10. The agency shall have to submit an indemnity bond with the University with regard to damage done/caused to any property of the University and with regard to any litigation whatsoever involving the rights and welfare of the labourers engaged by it in connection with this contract / work.
11. University authorities, may detail any University Official for supervising the work of the Agency's manpower at any site as per requirement for better and effective execution of work.
12. The agency will maintain a store and office in the campus as per its requirement for which a suitable space will be provided by the University.
13. No escalation will be allowed in any case during the contract period.
14. The agency can be assigned any other job related to the Horticulture & Landscaping in the Campus not specifically mentioned herein as per requirement of the University on actually agreed rates, terms and conditions.
15. Horticulture waste and any other kind of rubbish/material will be disposed of by the workers of the agency within the campus strictly as per direction/orders of the S.D.E., Horticulture and Engineer-in-Charge. No such material is to be burnt in the campus or transported outside the campus.
16. The agency shall maintain a proper log book of the tractor, reaper and other machine which run on motor fuel, although the agency shall buy such fuels/lubricants at its own cost.
17. The payment terms shall be as under:
 - (i) The agency shall raise the bills to the Executive Engineer on monthly basis.
 - (ii) Payments of the bills shall be made to the agency as early as possible after submission of bills and subject to satisfactory execution of the work as ascertained after inspection by the S.D.E. (Horticulture).
 - (iii) TDS towards income tax and any other statutory taxes/ceses/levies as applicable shall be deducted at source and deposited with the quarter concerned.

18. The University shall not be responsible for payment of any claim whatsoever made by the employees engaged by the agency. The service provider will ensure all the safety precautions required for a job and ensure that his workmen are insured to cater for any mishappening inspite of all the precautions.
19. The University shall not be liable for discharging any financial, judicial and /or administrative commitments made by the agency to any entity whatsoever.
20. The agency shall be responsible for labour payment engaged by them as per DC rates amended time to time. No rates will be increased on this account..
21. If there is a deficiency in provision of service, the following deductions may be made from the bills after giving a notice on each occurrence by the S.D.E. Horticulture with a copy to Executive Engineer, the Registrar and the Finance Officer, MDU, Rohtak
 - (a) Adequate trained Manpower Machines / Equipments / Stores etc. not employed:
Penalty Controlling Officer will assess the deficiency in service and cost saved by contractor plus 20% on each occurrence.
 - (b) Service not provided properly:
Penalty: (i) Say a given job is not carried out properly or rude behavior by workmen engaged, etc. in such eventuality controlling officer (OIC) may impose penalty on agency @ Rs. 2000/- for each occurrence and intimate the agency in writing on each occurrence. Copy of all such letters shall be endorsed to the Executive Engineer, Registrar and Finance Officer, and

(ii) In addition cost incurred by MDU in getting the service completed satisfactorily, if any.
22. A register will be maintained showing manpower deployed at different sites and a site order book is also to be maintained for any directions and its compliance.
23. The dispute if any shall be subject to the jurisdiction of Courts at Rohtak. Any other jurisdiction mentioned in the quotation/tender or invoices or any other documents shall have no legal sanctity.

24. Terms and conditions printed on Quotation/invoice of the firm if any shall not be binding on the University. Acceptance of the work order shall be construed as the firm's complete agreement to all the terms and conditions contained in the work order/agreement.
25. After completion of the work, equipments / machinery items, tools provided by the University shall be returned in serviceable condition.
26. Any dispute arising with regard to any aspect of the contract shall be settled through mutual consultations and agreement between the contractor and the University. In case settlement is not arrived at the dispute(s) will come under the purview of Indian Arbitration Act 1996 and the area of jurisdiction shall be Rohtak.
27. Amendment to the agreement.
The obligations of agency and of MDU will be spelt out in the agreement. However, during the operation of the agreement, circumstances may arise which may call for amendment or modification of the terms and conditions of the agreement. In such a situation, the amendments /modifications as may be mutually agreed upon shall be incorporated in the agreement.
28. Doubts /Ambiguities
If any doubt or ambiguity arises as to the meaning and / or effect of any provision (s) of the agreement, the same shall be referred to the Vice-Chancellor for clarification and his decision thereon shall be final and binding on both parties.
29. All instructions/directions of the controlling officers and compliance report etc. by the agency shall be in writing. There shall be no verbal communication in these matters.
30. Whenever there is a duplication of clause either in the terms and conditions of this tender and in the Agreement, the clause which is considered more beneficial to the MDU, Rohtak will be taken to be final.

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31. If the performance of the agency is not found to be satisfactory at any time during the contract period, the University shall be at liberty to terminate the contract without any liability on its part by giving at least one month notice.
32. The Agency will immediately station one tractor in the University Campus compatible with the machines/implements used for various operations like auger, harvester, shurbmaster, deep plough, harrows, leveler etc.
33. The Agency shall employ sufficient experienced Supervisors. One qualified (B.Sc./Diploma Holder) and experienced Horticulture Engineer will be overall incharge. He will be solely responsible for control and supervision of the work. The overall Incharge will take instructions from the S.D.E, Horticulture regularly on mutually agreed timings to give daily progress and take further instructions.
34. Water used for irrigation of lawns/plants in the Campus is canal water.
35. The agency will work in the campus on all 7 days of the week.
36. The agency shall be responsible to adhere all labour laws prevailing in State/Central Govt. and revised time to time.
37. The agency should ensure that the water from any of the hydrant should not run without use i.e. wastage of water be avoided.
38. The water hydrant under the control of the agency will be maintained/repared by the agency itself.
39. The agency will be solely responsible for sufficient watering in plants/trees and grassing and the agency may hire its own water tankers, if required, as per the direction of Engineer-in-Charge.
40. The agency should attach the details of salary given for the previous month of all workers engaged by him along with the proof of E.S.I./P.F. etc. deposited and other details as per the direction of Engineer-in-Charge.