

Tender Cost Rs.200/-

TENDER DOCUMENT

For

Horticulture Services

At the

**REGIONAL MUSEUM OF NATURAL HISTORY
BHOPAL**

Government of India
Regional Museum of Natural History
(Ministry of Environment, forests & Climate Change)
E-5, Arera Colony, Bhopal-462016 Fax: 0755-2467551

**TERMS AND CONDITIONS REGARDING TENDERS FOR PROVIDING
HORTICULTURE SERVICES**

Sealed tenders are invited by the Scientist-B, Regional Museum of Natural History (RMNH), Bhopal from Registered and reputed agencies for maintenance of garden, trees, shrubs, hedges, lawn and potted plants on contract basis for the Regional Museum of Natural History (RMNH), M.P. for a period of one year.

Tender should be addressed to the Scientist-B, Regional Museum of Natural History Paryavaran Parisar, E-5, Arera Colony, Bhopal-462016, clearly super-scribing on the top of the sealed envelope "Tender for providing horticulture services".

TERMS AND CONDITIONS:

1. Sealed tenders will be received up to **1.00 p.m. on 31 August 2015** along with an Bid Security Deposit of Rs.5,000/- (Rs. Five thousand only) in the form of Demand Draft in favour of Scientist-in-Charge, RMNH, Bhopal payable at Bhopal.
2. **The tenders are advised to visit the site prior to the submission of price to get familiarized with the site and ground situation of areas to be maintained under this contract.**
3. If a firm quotes nil charges/consideration the bid shall be treated as unresponsive and will not be considered.
4. **The contract will be valid initially for a period of one year. In case the contractor fails to comply with any of the terms and conditions of this contract or commites any breach of contract, this office may cancel the contract by giving reasonable opportunity to show cause by giving one month notice. In that case the security deposit will be forfeited.**
5. **The contract can be extended with mutual consent for further period, if the services are found satisfactory.**
6. Tenders would be opened at **3.00 pm on 31 August 2015** in the museum's conference room. If adequate tenders are not available, date of receipt and opening may be extended. The tender should accompany documents:
 - a. Copy of registration certificate.

- b. Copy of Income tax clearance for the last three years.
- c. Registration with ESI & PF.
- d. List of clients
- e. List of related materials / equipments are available with contractor

The tender, which are not supported by any of these documents, will be summarily rejected. The tenders which not fulfill the conditions or incomplete in any respect, are liable to be rejected. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the parties who resort to canvassing will be liable to rejection on that ground.

7. The term “Employer” wherever mentioned in Notice Inviting Tenders shall mean the Regional Museum of Natural History, Bhopal. The term “Agency” wherever mentioned in the NIT shall mean the agency selected for acceptance of award of the contract. The term contract means the formal agreement between the employer and the agency signed at the time of the award of the work by the Employer to the Agency.
8. The agency should quote rate and amount per month in figures as well as in words. These rates shall be inclusive of all taxes and labour charges etc.
9. Providing the material like manure, gardening clay, good earth / equipments like lawn mower, grass cutter, tree branch cutter, pipe for watering the plants, Khurpi Phavda , Troli for loading / unloading the garden waste from one corner to garbage area etc. will be responsibility of the contractor without any extra charge / cost etc.
10. The Scientist-B, RMNH, Bhopal reserve all rights including the right to reject or accept any or all the tenders and to modify any or all the terms and conditions stipulated herein without assigning any reason thereof.
11. The details of the area to be covered under the contract includes the following:

a. Lawn grass	:	3.4 Acre
b. Shrubs Plant	:	1604 Nos Approx.
c. Hedges clipping	:	6240 R. Ft. Approx
d. Tree (fast growing)		
i) Below Three year	:	655 Nos. Approx.
ii) More than three year	:	90 Nos. Approx.
e. Medicinal plant garden	:	250 Nos. Approx.
f. Plotted Plants	:	1600 Nos. Approx.
g. Rockeries	:	293 Sq. Mtr. Approx.

The rates should be quoted in the provided in Annexure I
12. Regular moving of lawn shall be done and lawn should be maintained free from weeds, stones and other garden rubbish like litters.
- 13. Electricity and water will be supplied free of cost but necessary arrangement for lead / wire, Cable etc. shall be arranged by the contractor at his cost.**

14. Regular watering, periodically weeding and organic manuring should be done for lawns, shrubs, hedge, medicinal garden and potted plants. Pest control without any harmful chemical is advisable.
15. The agency shall be required to enter into a formal agreement while contract is awarded on the stamp paper worth of Rs.100/- the cost of which will be borne by the agency. The agency shall declare in writing that none of their partners in any way related to any officer of the Regional Museum of Natural History, Bhopal or the Ministry of Environment, Forests & Climate Change, Govt. Of India.
16. On award of the contract, the successful Contractor / agency / firm will be required to execute an arrangement and to deposit an amount of **10% of the annual amount** in from of A/c payee DD in favour of “ Pay & Accounts Officer , Ministry of Environment Forest and Climate Change, New Delhi” as Performance Security. No interest will be payable on the performance security. The Performance Security will be refundable after the expiry of the contract period. Any loss / damage sustained to the RMNH during the currency of agreement would be adjusted / recovered from the amount of Performance Security. This Performance Security amount will be release by the “Pay & Accounts Officer, Ministry of Environment, Forests and Climate Change, New Delhi” after three months of the expiry of the contract.
17. The employer shall have power to disallow any Mali if found unsuitable. The agency shall have to replace such person(s) within 24 hours.
18. The “Agency” shall maintain an Attendance Register for all their staff deployed in the campus of the employer and such registers must be checked and countersigned by person deputed by the employer for the purpose, every day within 10.00 am positively.
19. The agreement will be in force for three months as trial period. After satisfactory completion of the trial period, the agreement shall be effective for duration for one year including trial period. On the other hand, if service is found unsatisfactory during the completion of trial period, the contract will be terminated.
20. During the maintenance contract period, if casualty occurs to lawn or plants etc. the agency has to replace the same at its own cost. This includes purchase of new pots also. If the agency fails to do so, the recovery of the cost of plants and maintenance thereof will be made from contractor’s bill.
21. The contract can be terminated by the “Employer” at any time without notice in the event of gross security risk or gross damage to “Employer” property due to the agency’s failure or persistent failure by the agency in providing satisfactory service to the “Employer”. The decision of the “Employer” in this regard shall be final and binding on the “Agency”

22. For reasons other than mentioned in the clause above, the contract can be terminated by either party by providing clear two months notice in writing.
23. Reallocation of potted plants display, inside and outside the museum building should be done as per the direction of the Scientist-B, RMNH, Bhopal.
24. The garden should be maintained up to proper standard throughout the period and kept ready for any garden competition as and when conducted.
25. Materials like good earth and sand & all sorts of manure and pesticide, insecticide and fungicides etc. required for the healthy maintenance and disease control, need to be arranged by the agency for which no separate payments will be made.
26. Income tax and surcharge (i. e. TDS) as per rules shall be deducted from the bills and as amended from time to time by Govt. of India shall be deducted from the bills.
- 27. Payment of wages shall be made in presence of the authorized representative of the Scientist-B, RMNH, Bhopal and record of payment will be maintained by the agency.**
28. Agency is allowed to use the existing system of water supply for the lawn, garden maintenance and other horticulture purpose as per the availability of water from bore well.
29. When water supply is not available from the bore well of RMNH due to electrical or mechanical failure of the pumping system the agency has to make its own arrangements for watering lawn, hedge, trees, and potted plants without any extra charges / cost.
30. During the period of the contract, the garden features are not maintained properly, the contract shall be terminated and cost of damaged plants shall be recovered from the agency. The decision regarding the quantum of the rate for this shall taken by the Scientist-in-charge, RMNH, Bhopal which shall be final and binding to agency. Similarly, the cost involved in the replacement and repairs of the tools and equipments supplied by the employer also will be recovered from the agency.
31. The agency can prove its competency by participating in various competitions arranged on their own efforts.
32. The bidder should put his/her dated signature on every page of the bid document as a token of having read and understood the terms and conditions of the tender.
33. Interested parties may visit the site, inspect lawn area and works to be carried out physically on any working day before sending their quotations.

PAYMENTS:

34. All wages and allied benefits like PF, Bonus, ESI etc. are to be paid by the agency. The agency shall remain liable to the authorities concerned for compliance of the existing rules and regulations of Govt. for this purpose and shall remain liable for any contravention thereof. The agency shall have to abide by the minimum wage as per law to the members of staff deployed by them in the campus of the employer.
35. The payment would be arranged through the Director, NMNH, New Delhi and Ministry of Environment Forests & Climate Change by ECS after submission of the proper pre-receipted bill in triplicate, along with a copy of attendance register for the month duly certified by the authorized representative of the employer. In case of agency's failure for providing requisite number of persons on particulars shift/ days, proportionate deduction shall be made from the bill. Normally payment would be received from NMNH, New Delhi after 1 to 3 months from the date of submission of the bills. However, the RMNH, Bhopal would not be held responsible for any inadvertent delay in such payment.
36. Tenders incorporating additional conditions are liable to be rejected.

Rate chart to be quoted by the Firm / Agency

Annexure - I

Name of the item & Quantity	Rate as whole	Remarks
<p>Maintenance of garden area at RMNH, Bhopal campus with all required T & P and other materials required for day to day use. Disposal of garden waste materials to a suitable place as and when required. With all other materials required for the garden as below mentioned approx. quantities.</p> <p>a. Lawn grass : 3.4 Acre b. Shrubs Plant: 1604 nos. c. Hedges clipping 6240 R. ft. d. Trees (Fast growing) 1. Below 4 years. 655 nos. 2. More than 4 years: 90 nos. e. Medicinal plant garden: 250 nos. f. Plotted Plants; 1600 nos. g. Rockeries: 293 Sq. Mtr.</p>		

Signature of the contractor

Name:- -----

Address:- -----

Seal of the firm

N.B. Any additional information contractor like to give please attach separately.

Agreement

This agreement is made at Bhopal on this day, the ----- between the Regional Museum of Natural History , Bhopal , here after called RMNH, on the one part and M/s. ----
-----, Bhopal (here after called the party) the term which includes successor legal heir on the other part.

1. The term “Employer” wherever mentioned in Notice Inviting Tenders shall mean the Regional Museum of Natural History, Bhopal. The term “Agency” wherever mentioned in the NIT shall mean the agency selected for acceptance of award of the contract. The term contract means the formal agreement between the employer and the agency signed at the time of award of the work by the Employer to the Agency.
2. Providing the materials like manure, gardening clay, good earth / equipments like lawn mover, grass cutter, tree branch cutter, pipe for watering the plants, khurpi, phavda, troli for loading / unloading the garden waste from one corner to garbage area etc will be responsibility of the contractor without any extra charge / cost etc.
3. The Scientist-B, RMNH, Bhopal reserves all rights including the right to reject or accept any or the tenders and to modify any or all terms and conditions stipulated herein without assigning any reason thereof.
4. Regular moving of lawn shall be done and lawn should be maintained free from weeds, stones and other garden rubbish like litters.
5. Regular watering, periodically weeding and organic manuring should be done for lawns, shrubs, hedge, medicinal garden and potted plants. Pest control without any harmful chemical is advisable.
6. The contract will be valid initially for a period of one year. In case the contractor fails to comply with any of the terms and conditions of this contract or commites any breach of contract, this office may cancel the contract by giving reasonable opportunity to show cause by giving one month notice. In that case the security deposit will be forfeited.
7. On award of the contract, the successful contractor / Agency / firm / party will be required to execute an agreement and to deposit an amount of 10% of the Annual amount in form of account payee DD in favour of “ Pay & Accounts Officer, Ministry of Environment, Forests & Climate Change, New Delhi as performance security. No interest will be payable on the performance security. The performance

security will be refundable after the expiry of the contract period, any loss / damage sustained to the RMNH during the currency of agreement would be adjusted / recovered from the amount of performance Security. This performance Security amount will be released by the "Pay & Accounts Officer, Ministry of Environment, Forests & Climate Change, New Delhi after approx three months of the expiry of the contract.

8. The employer shall have power to disallow any Mali if found unsuitable. The agency shall have to replace such person(s) within 24 hours.
- 9. The contract can be extended with mutual consent for further period, if the services are found satisfactory.**
10. The agency shall maintain an attendance register for all their staff deployed in the campus of the employer and such attendance registers must be got checked and countersigned by person deputed by the employer for the purpose every day within 10.00 am positively.
11. The agreement will be in force for three months as trial period. After satisfactory completion of the trial period, the agreement shall be effective for duration for one year including trial period. On the other hand, if service is found unsatisfactory during the completion of trial period, the contract will be terminated.
12. During the maintenance contract period, if casualty occurs to lawn or plants, etc. the agency has to replace the same at its own cost. This includes purchase of new pots also. If the agency fails to do so, the recovery of the cost of plants and maintenance thereof will be made from contractor's bill.
13. The contract can be terminated by the employer at any time without notice in the event of gross risk damage to employer's property due to agency's failure or persistent failure by the agency in providing satisfactory service to the employer. The decision of the employer in this regard shall be final and binding on the agency.
14. For reasons other than mentioned in the clause above, the contract can be terminated by either party by providing clear two months notice in writing.
15. Reallocation of potted plants display, inside and outside the museum building should be done as per the direction of the Scientist-B, RMNH, Bhopal.
16. The garden should be maintained up to proper standard throughout the period and kept ready for any garden competition as and when conducted.
17. Materials like good earth and sand & all sorts of manure and pesticides, insecticides and fungicides etc., required for the healthy maintenance and disease control, need to be arranged by the agency for which no separate payments will be made.

18. Income tax and surcharge (ie TDS) as applicable and as amended from time to time by Govt. of India shall be deducted from the bills.
19. Agency is allowed to use the existing system of water supply for the lawn, garden maintenance and other horticultural purpose as per the availability of water from bore well.
20. When water supply is not available from the bore well of RMNH due to electrical or mechanical failure of the pumping system the agency has to make its own arrangements for watering lawn, hedge, trees and potted plants without any extra charges/cost.
- 21. Electricity and water will be supplied free of cost but necessary arrangement for lead / wire, Cable etc. shall be arranged by the contractor at his cost.**
22. During the period of contract, the garden features are not maintained properly, the contract shall be terminated and cost of damaged plants shall be recovered from the agency. The decision regarding the quantum of the rate for this shall be taken by the Scientist-B, RMNH, Bhopal which shall be final and binding to agency. Similarly the cost involved in the replacement and repairs of the tools and equipments supplied by the employer also will be recovered from the agency.
- 23. Payment of wages shall be made in presence of the authorized representative of the Scientist-B, RMNH, Bhopal and record of payment will be maintained by the agency.**
24. The RMNH agrees to pay the party a maximum total monthly amount of Rs.
(..... only) per month, during the period of Agreement the RMNH shall not be bound to pay any amount more than this.
25. The agency can prove its competency by participating in various competitions arranged on their own efforts.

Payments:-

26. All wages and allied benefits like PF, Bonus, ESI etc. are to be paid by the agency.
“The agency shall remain liable to the authorities concerned for compliance of the existing rules and regulations of Govt. for this purpose and shall remain liable for any contravention thereof. The agency shall have to abide by the minimum wage as per law to the members of staff deployed by them in the campus of the employer.
27. The payment would be arranged through the Director, NMNH, New Delhi and Ministry of Environment, Forests & Climate Change, Govt. of India at New Delhi through ECS after submission of the proper pre receipted bill in triplicate, along a copy of the attendance register for the month duly certified by the authorized

representative of the employer. In case of agency's failure for providing requisite number of persons on particular days, proportionate deduction shall be made from the bill. Normally payment would be received from NMNH, New Delhi after 1 to 3 months from the date of submission of the bills. However, the RMNH, Bhopal would not be held responsible for any inadvertent delay in such payment.

28. Tenders incorporating additional conditional are liable to be rejected.

IN WITNESS WHERE OF THE Parties to this Agreement have set their hands on this
.....day of.....2015.