

# **TENDER DOCUMENT**

**ANNUAL MAINTENANCE CONTRACT OF LAWN**

**IN**

**CENTRAL POLLUTION CONTROL BOARD**



**cpcb**

***CENTRAL POLLUTION CONTROL BOARD***

***PARIVESH BHAWAN, EAST ARJUN NAGAR***

***DELHI-110 032***

## NOTICE INVITING TENDER

The Central Pollution Control Board (CPCB) invites sealed tenders in two bid system i.e. technical and financial bid separately from reputed and experienced firm for the **“AMC of Lawn maintenance in Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032”**.

1. The tenders, document will be available for sale from 10.00 a.m. to 5.00 p.m from 16.03.2011 to 06.04.2011 in the office of I/c, Building. The tender document can also be downloaded from CPCB website *www.cpcb.nic.in*. In case the tender document is downloaded from the website the bidder shall have to submit the document fee of Rs.500/- as D.D. in favour of Central Pollution Control Board, Delhi at the time of submitting of the tender, failing which the tender will not be accepted.
2. The tender shall be submitted in three separate sealed covers, duly completed in all respects viz. one for "earnest money", the second for "technical bid" and the third for "price bid". The name of the work and the words "earnest money", "technical bid only" and "price bid only", as the case may be shall be clearly written on the top of the respective sealed covers. All the three bids, along with the letter for submitting tender shall be put in a sealed cover and the name of the work **“AMC of lawn maintenance in Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032 ”** shall be clearly written on top of the sealed cover.
3. The tenders, which should always be placed in sealed cover with **“AMC of lawn maintenance in Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032 ”** written on the envelopes, will be submitted upto 3.00 p.m. on 07.04.2011 in the tender box lying at Ground floor near reception in Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110 032 and the technical bid will be opened on the same day at 3.30 p.m. at the same address.
4. The Central Pollution Control Board reserves the right to cancel the tender.
5. Earnest money, amounting to Rs.10,000/-(Rupees Ten Thousand only) as Demand Draft in favour of the Central Pollution Control Board, Delhi must be accompanied in each tender document.
6. The acceptance of a tender rests with the CPCB, which does not bind itself to accept the lowest tender and reserves itself the authority to reject any or all of the tenders received without assigning any reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
7. Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to be canvassing will be liable to rejection.
8. All rates should be quoted in the proper form in the price bid.
9. On acceptance of the tender, the name of the accredited representative (s) of the contractor who would be responsible for taking instructions from CPCB shall be communicated to the CPCB.
10. The tender for works shall remain open for acceptance for a period of 3 months from the date of opening of tenders.
11. It will be obligatory on the part of the tenderer to tender and sign the tender documents on each page for unconditional acceptance of terms and conditions.
12. Where tenderer voluntarily offers a rebate for payment with in a stipulated period, this may be considered.
13. Unsealed tenders shall be summarily rejected.
14. The tenders should acquaint themselves with the work and working conditions of the site and locality and no claim whatsoever will be entertained on this matter after award of AMC.

## TECHNICAL BID

Member Secretary, Central Pollution Control Board (CPCB), invites tenders from registered and authorized contractors/agencies having experience and expertise in providing services for Lawn maintenance in Central Govt., State Govt., PSU and large Pvt. Companies for a period of one year extendable for a further period of one or more year on mutual consent on same terms & conditions.

### A. Place of providing Lawn maintenance services:

Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi 110032.

### B. Brief description of works:

Maintenance of Lawn including following works:-

- a. The Contractor shall arrange manpower, equipments, to carry out the maintenance work in all respect.
- b. Routine Maintenance, Levelling of the grass with the help of grass cutting machine. Pruning and watering as required in various climatic conditions.
- c. Maintenance of grass in approx. 83000 sq feet area, including cutting of grass whenever required.
- d. Shaving off the grass, making the soil rich by addition of thick layer of well decomposed cow manure.
- e. Inspect all plants including lawn for disease or insect damage weekly. Treat affected material immediately with prescribed insecticides and fungicides.
- f. Immediately remove any dead or dying plants not in a vigorous thriving condition.
- g. Planting of seasonal flower by hybrid seeds of different type of flower in summer & winter in the existing flower beds. The type of seasonal flower to be planted is as below:-  
Dahlia-double, Aster Hybrid, Dianthus, Calendula, Sunflower, Guldavary, Marigold, Zinnia, Dog flower, Balsam, Kochia, Galardia, Sweetbalium, Petunia, penge etc.
- h. Maintenance of approx 400 permanent plants pots.
- i. Making seasonal flower pots in summer & winter
- j. Pruning and cutting of the plants whenever required.
- k. The lawn grass should be maintained thick, cushioning. The appearance should be greeny and free from weeds.
- l. Uprooting weeds and rank vegetation so that campus is clean and free from weeds round the year.
- m. Providing support and grooming the shrubs.
- n. Trim all trees and shrubs to establish desired form, habit and appearance, as per instruction.
- o. The contractor has to make "Thala"(a soccer type shallow soil pit around the tree for aeration, proper watering) for each and every tree.

### Preparation of New Plants

The contractor will have responsibility of producing new plants from seeds, stem cutting, stem sections, leaf cutting, divisions, plantlets, air laying, grafting, etc. Also he will have to produce new cultivars and hybrids of existing plants. No extra payment shall be made in this regard.

### Terms and conditions

1. Central Pollution Control Board will provide the grass cutting machine and maintenance of the same will be the responsibility of the contractor. The other tools whatsoever required will be arranged by the firm on his own cost.
2. The contractor should follow the instructions given by the I/c Building time to time .
3. Seasonal plants should be planted in time.

4. CPCB will not be responsible in any manner for any responsibilities of contractor's employee.
5. The rates quoted should be as per our specifications in price bid.
6. The payment will be made on monthly basis after submission of bill.
7. Income Tax shall be deducted at source as per the rule laid by the Government time to time.
8. It may be noted that mere quoting the lowest rates will not entitle any firm to get the order.
9. In the event of any dispute, the decision of the Chairman, Central Board shall be final and binding on both the parties.
10. The tender shall be valid for three months from the date of opening.
11. The terms & conditions and taxes etc. should be clearly mentioned in the tender.
12. Minimum wages must be paid to the workers engaged by the contractor as fixed by the State/Central government time to time and same will be revised by CPCB as & when is being renewed by Govt. of Delhi.
13. All existing laws related to working hours, safety, minimum wages, works men compensation etc. of workman framed by Central/State govt. must be followed without exception.
14. Typographical and clerical errors are subject to correction.

**1. EARNEST MONEY:**

Each tender must be accompanied by an earnest money of Rs10,000/- (Rupees Ten Thousand only) in the form of Demand draft of Scheduled Bank in favour of Central Pollution Control Board payable at Delhi. The bid not accompanied by earnest money shall be summarily rejected.

The earnest money shall be liable to forfeiture, if the Tenderer after submitting his tender modifies his offer and or the terms & conditions thereof in any manner, even if CPCB has not suffered any loss. The earnest money will be returned to all unsuccessful tenderers without interest as soon as decision on tenders made. No interest shall be payable on the amount of earnest money in any case.

**2. Delivery of tenders:**

- (a) Tenders which do not comply with the instruction of the tender shall be summarily rejected.
- (b) The bid shall be accompanied by earnest money of Rs.10,000/- by way of demand draft of scheduled Bank in favour of CPCB, Delhi
- (c) Necessary clarification if any required by the CPCB shall be furnished by the tenderer within the time given by the CPCB. The CPCB is at liberty to verify any or all documents submitted by the tenderer, even by referring to third parties.
- (d) It should be clearly understood by the tenderer that no further opportunity shall be given to them to modify or withdraw any stipulation at any stages of the contract.
- (e) The tender form shall be filled in by the tenderer clearly, neatly and accurately. Alteration, neatly carried out and attested over the full signature of tenderer, however, is permitted.

**3. DOCUMENTS REQUIRED TO BE ATTACHED WITH THE TECHNICAL BID:**

**A) Self attested copies of the following documents are to be annexed with the technical bid failing which the tender will be rejected.**

<b>Document –I</b>	<b>One similar nature of works completed in Govt. / Semi Govt. /PSU department and large Pvt. Companies during last three year and atleast one similar nature of work in hand. Work experience certificate and work presently in hand including details</b>
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of establishments where the firm has provided the AMC of lawn maintenance and the value of contract along with documentary proof.

Document –II	PAN No. of Firm.
Document- III	ESIC and EPF registration Nos.
Document-IV	Name of Bankers, Copies of the IT Returns for the last one years.
Document –V	Earnest money deposit.
Document-VI	Service Tax registration No.

(B) The Tenderer should sign on each page of tender document for acceptance of all terms and conditions.

#### 4. OPENING OF TENDER

The bid will be opened in Training Hall, Ground Floor, CPCB, at the time and on the date indicated above. The tenderers will be at liberty to be present either in person or through an authorized representative at the time of opening of the tenders.

**The financial bid of only those tenderers will be opened whose technical bid are found to be acceptable.**

#### 5. CORRUPT PRACTICES:

Any bribe, commission advantage offered or promised by or on behalf of the tenderer to any officer or servant of the CPCB shall (in addition to any criminal liability which the tenderer may incur) debar his tender form being considered, Canvassing on the part or on behalf of the tenderer will also make his tender liable to rejection.

#### 6. INTERVIEW AND ACCEPTANCE OF TENDER

The tenderer should be prepared to proceed to CPCB without any obligation, if called upon to do so, for an interview by the I/c Building or an officer authorized to act on his behalf from CPCB as the case may be at their own expenses. The Chairman CPCB reserves the right to reject any or all the tenders without assigning any reason and does not bind him to accept the lowest or any tender. The successful tenderer will be advised about the acceptance of his tender by a letter/fax for formal acceptance of tender.

Yours faithfully,

Signature of Tenderer

**(PARITOSH KUMAR)**  
I/c (Bldg.)

## TERMS & CONDITIONS COVERING CONTRACT FOR LAWN MAINTENANCE SERVICES

### **I DEFINATION:**

- (a) The terms 'Contract' shall mean and include the invitation to tender incorporating also the instruction to tenderer, the tender, its annexure, appendixes, schedules, acceptance of tender and such general and special conditions as may be added to it.
- (b) The terms "CPCB" wherever occurs shall mean Central Pollution Control Board and will include its Chairman and Member Secretary and its successor or successors and assignees.
- (c) The terms MS shall means Member Secretary.
- (d) The term "Contractor" shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assignees, as the case may be.
- (e) The term 'Contract Rates' shall mean the rate of payment accepted by the MS, CPCB for and on behalf of CPCB.
- (f) The term 'Worker/ Employee' shall mean Lawn maintenance staff..

### **II PARTIES TO THE CONTRACT**

- a) The parties to the contract are contractors and CPCB, represented by the MS and/or any other person authorized to act on behalf of the CPCB.
- b) The person signing the tender or any other document (s) forming part of the tender on behalf of any other person or a firm shall be deemed to warrant that he has authority to bind such other person or the firm, as the case may be in such matter pertaining to the contract, if, on enquiry, it is found that the person concerned has no such authority Chairman, CPCB may without prejudice to other civil, criminal remedies, terminate the contract and hold the signatory liable for all cost and damages.

### **III SUBLETTING**

The contractor(s) shall not sublet transfer or assign the contract or any part thereof without the prior written approval of the CPCB. In the event of the contractors contravening this condition the CPCB is entitled to terminate the contract and to get the balance items under the contract extended at the risk and cost of the contractor and the contractor(s) shall be liable for any loss or damage which the CPCB may sustain in consequence or arising out of such replacing of the contract.

### **IV LIABILITY FOR PERSONNEL**

All persons employed by the contractor(s) shall be engaged by them/him as his/their own employees in all respects and the responsibilities/obligations under contract Labour (R&R) Act 1970, the Indian Factory Act the Workmen compensation Act 'Employees Provident Fund Act' and under minimum wages Act and various other statutory enactments shall be that of the contractor.

The contractor shall indemnify the CPCB against all the claims whatsoever in respect of the said personnel and workmen compensation act, EPF Act, ESI Act, or any other statutory/Provisions or otherwise in respect of any damage, penalty, compensation, interest, fines payable in consequence of any accident or injury sustained by any worker of the Contractor. The contractor shall Co-ordinate with ESI authorities to get the family

treatment card for their employees. CPCB will not be responsible for any misshaping to the employees of the contractor, during the work.

- (a) The contractors shall during the period of contract pay not less than minimum wages to the staff engaged by them on either time rate basis or piece rate basis on the work, throughout the term of the contract. Minimum wages both for the time rate and for the piece rate, work shall mean the rates notified by appropriate authority and prevailing at the time of inviting tenders for the work as amended from time to time. The contractor shall also maintain such records and submit periodical return, regularly as may be prescribed under the act to the authority prescribed under the Provident Fund Act, 1952 and the scheme and the rules there under.

The contractor shall also make available such returns/records for inspection by authorized by CPCB. The contractor shall maintain necessary record and registers like wages book and wage slip, etc. register of unpaid wages and register of fines and deductions given the particulars to CPCB.

The Incharge Bldg., CPCB reserve the right to withhold 20% of the amount from the monthly bills of the contractor for any financial liability under the contract. The amount so deducted will only be refunded/adjusted when contractor produces proof for fulfilling statutory obligations stipulated in different labour Act/rules/instructions/circulars etc. applicable to the Contract.

## **V WEEKLY OFF**

The Contractor shall be liable to allow paid weekly off etc. to the personnel employed by him as mandated under the appropriate State/Central laws governing their employment under him.

## **VI FIRST AID FACILITY:**

The Contractor is liable to provide first Aid Facility as provided in the Contract Labour (Regulation and Abolition) Act and the Rules framed there under or any other applicable law.

## **VII PERIOD OF CONTRACT:**

The contract shall remain in force for all purpose for a period of one year extendable on mutual consent for further period of one or more year on same terms & condition or such later date as may be decided by the MS/Chairman, CPCB. But the MS/Chairman, CPCB reserves right to terminate the contract at any time during its currency without assigning any reason there of by giving thirty days notice in writing to the contractor(s) at their last known place of residence/business and the contractors shall not be entitled to any compensation by reason of such termination. The action of Chairman, CPCB under this clause shall be final conclusive and binding on the contractors and shall not be called in question.

## **VIII SUMMARY TERMINATION**

- (a) In the event of the contractors having been adjudged insolvent or goes into liquidation or wingding up their business of making arrangements with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, Chairman CPCB shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at risk and cost of the contractors and to claim from the contractors any resultant loss sustained or cost incurred.

- (b) Chairman, CPCB shall also have without prejudice to other rights and remedies, the right in the event of breach by the contractors of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the un-expired period of the contract at the risk and cost of the contractors and/or forfeit the security deposit or any part thereof for the sum or sums due for any damages, loses, charges, expenses or costs that may be suffered or incurred by the CPCB due to the contractor's negligence or unworkmen like performance of any of the service of the services under the contract.
- (c) The contractor shall be responsible to supply adequate and sufficient Malis and Supervisor under the contract in accordance with the instructions issued by the I/c Bldg. or an officer acting on his behalf. If the contractor fails to supply the requisite number of staff, the I/c Bldg. shall at his entire discretion, without terminating the contract be at liberty to engage other lawn staff at the risk and cost of the contractor(s), who shall be liable to make good to the CPCB all additional charges, expenses, cost of losses that the CPCB may incur or suffer thereby. The contractor shall not however, be entitled to any gain, resulting from entrustment of the work to another party. The decision of the Chairman, CPCB shall be final and binding on the contractor(s).

#### **IX. PAYMENT:**

- (a) Indicative list of statutory payments to be made in respect of personnel employed by the contractor under this contract are as under:
  - (1) Minimum wages are applicable for Mali under unskilled category whereas Supervisor minimum wages are applicable under semiskilled category as duly notified by Delhi Govt. form time to time, as the case may be. The minimum wages will be revised as & when it is being revised by the Delhi Government.
  - (2) EPF
  - (3) ESI
  - (4) Bonus

The above list of statutory payment is only indicative and not exhaustive.

The contractor shall abide by all statutory provisions applicable to the contract and make all necessary statutory payments. If the same has not been deposited, 20% of the amount from the bill shall be withheld. However, on the production of proof of such statutory payment, CPCB may release the same subject to the condition of the contract.

- (b) Payment will be made by the CPCB on submission of bills, duly supported by attendance certificates issued by the I/c Bldg. or an officer acting on his behalf, as the case may be and on production of proof of payment of EPF/Minimum wages/ESI and other statutory payments in r/o the personnel engaged in CPCB.
- (c) The contractor should submit their bill by the seventh of following month. payment of which will be made through Account Payee Cheque to the contractor(s)

#### **X LAW GOVERNING THE CONTRACT/DISPUTE RESOLUTION:**

The contract will be governed by the Laws of India, for time being in force as amended form time to time. Any disputes arising out of this contract will be settled in the court of Law of competent jurisdiction. The courts in Delhi shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

#### **XI DUTIES AND RESPONSIBILITY OF THE CONTRACTOR(S):**



- (a) The contractor shall be responsible for the good conduct of their employees and shall compensate the CPCB for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servant or agents or representatives, The I/C Bldg. shall have the right to ask the dismissal of any employee of contractors who in his opinion is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the contractors, their servant and agents of representative shall be final and binding on the contractor.
- (b) The contractors shall advise the I/c Bldg. and officers authorized to act on his behalf the name of one or more responsible representative(s) authorized to act on their behalf in day to day working of the conduct. It shall be duty of such representative(s) to call at the office of the I/c Bldg. or an officer acting on his behalf, every day and generally to remain in touch with them to report the progress and generally to take instructions in the matter.
- (c) The contractors shall strictly abide by Laws, rules & Regulations.
- (d) The contractor shall provide verifiable proof that EPF/ESI has been deposited in respect of particular workers, working under the Contractor who are working in CPCB along with the EPF/ESI number issued by concerned authorities. A copy of ESI card also be deposited with CPCB within one month period even in case of change of worker, failing which payment will not be released subsequently for the aforesaid period, without prejudice to the other actions.

**Signature of Tenderer**

**PRICE BID**

To,  
 The Member Secretary  
 Central Pollution control Board  
 Parivesh Bhawan,  
 East Arjun Nagar, Delhi – 110032

Dear Sir,

1. I/WE, submit the sealed price bid for appointment as \_\_\_\_\_ Contractor at CPCB \_\_\_\_\_.
2. I/We thoroughly examined and under stood instruction to tenders, terms & conditions of contract given in the invitation to tender and those contained in the general conditions of contract and its appendix and agree to abide by them.
3. I/We hereby offer to provide staff for maintenance of Lawn in CPCB at the following percentage of service change on the basic minimum wages notified by the Delhi Govt. as the case may be, applicable at the time of award of the contract for the contract for the entire tenure of the contract. I/WE undertake that I/WE are not entitled to claim any enhancement of rates on any account during the tenure of the contract except revision of minimum wages.

	Supervisor (skilled) (Charges per month in Rs)		Malis (Un-skilled) (Charges per month in Rs)		
	Per person	Total	Per person	5 person	Total
Minimum wages					
P.F					
E.S.I.C.					
Bonus					
Any other charges, if any					
Cost of material like seed, manure etc.					
Service Tax					

Any rates quoted in any other manner than the above will summarily rejected. In case the minimum wages is revised upward, the contractor is not entitled for revision of his service charges.

- (ii) I/We undertake to take responsibility of statutory liabilities such as minimum wages. EPF & ESI, Bonus etc. and will charge as per actual contribution made to concerned authorities against documentary proof and no service charges/Admn, overhead will be payable on these contribution.
- (iii) The total amount of wages shall be calculated on the basis of number of days for which a person has actually worked on the basis of wages of Supervisor/Mali accepted by CPCB.  
 I/WE agree to keep the offer open for acceptance up to 03 months.
4. I/We shall be bound by the communication of acceptance of the offer dispatched within the time and I/We also agree that if the date up to which the offer would remain open be declared a holiday for the CPCB, the offer will remain open for acceptance till the next working day.

5. As required, no documents are being enclosed with price bid. Demand draft No. \_\_\_\_\_ dated \_\_\_\_\_ on the State Bank of India for sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) is enclosed with the technical bid as earnest money in the event of my tender being accepted.

Yours faithfully,

(\_\_\_\_\_)  
Signature of Tenderer  
(Capacity in which signing)