

RAJIV GANDHI INSTITUTE OF PETROLEUM TECHNOLOGY JAIS

[Institute of National Importance Established under the Act of Parliament]

Mubarakpur Mukhetya, Harbanshganj, Tiloi, Amethi,

Uttar Pradesh, INDIA - 229304

Website: www.rgipt.ac.in



NOTICE INVITING e-TENDER

For

PROVIDING HORTICULTURE SERVICES

At

RAJIV GANDHI INSTITUTE OF PETROLEUM TECHNOLOGY

JAIS, AMETHI, UTTAR PRADESH - 229304

REF. NO.: RGIPT/JAIS/SHH/HCS/2023-24/01

DATED: 01.04.2024

E-Tender helpdesk contact No.: +91 0120-4711508, 4200462, 4001002, 4001005

Tender document related queries: 0535 - 270 - 4777, +91-8574897750

Sl. No.	Particulars	Details
1	Name of Work	Providing Horticulture Services
2	Tender No.	RGIPT/JAIS/SHH/HCS/2023-24/01
3	Tender Mode & Type	Two-Part Bids (Technical & Commercial)
4	Date of Issue/publication of Tender Notice	01.04.2024, 18.00 hrs
5	Bid Document Download Date & Time	01.04.2024, 18.00 hrs
6	Pre-Bid Meeting Date, Time & Venue (Allqueries shall be discussed in the Pre- Bid Meeting.)	Meeting on 10-04-2024 at 3.00 PM at RGIPT, Jais, Amethi
7	Bid Submission Start Date & Time	01.04.2024, 18.00 hrs
8	Last Date and time of submission of Bids	22-04-2024 at 16.00 hrs
9	Date and time of opening of Bids	23-04-2024 at 16.00 hrs
10	Earnest Money Deposit	Rs. 2.80 Lakhs (Refundable)
12	Bid Address to the	Director Rajiv Gandhi Institute of Petroleum Technology Bahadurpur, Jais, Amethi-229304
13	Contact person & address for communication	Registrar, RGIPT Jais Contact No.: 0535-270-4777, +91-8574897750 E-mail: registrar@rgipt.ac.in

1. Details regarding the tender are available on website of the Institute <https://www.rgipt.ac.in> and CPP Portal.
2. Tender document may be downloaded from above mentioned websites. Bidders are therefore, requested to visit the websites regularly to keep themselves updated. Any Addendum/Corrigendum will be displayed on the aforesaid websites only.
3. For submission of e-Bids, bidders are required to get themselves registered with CPP Portal.
4. Payment proof pertaining to EMD (in case of payment of EMD through NEFT/RTGS transaction, copy of the same is required to be enclosed with the bid document) to be sent to the Institute at the address indicated below on or before bid opening date/time as mentioned in critical date sheet.

5. Tender documents received in incomplete shape or beyond the stipulated period shall not be entertained under any circumstances. The authority reserves the right to accept or reject any or all tenders without assigning any reason thereof.
6. Earnest Money Deposit (EMD) of **Rs.2,80,000/-** (Rupees Two Lakh Eighty Thousand Only) in the form of NEFT/Demand Draft, Fixed Deposit Receipt issued by any Nationalized Bank in favour of **“Rajiv Gandhi Institute of Petroleum Technology, payable at Jais”**.

Bank Account Details of the Institute:

Name: Rajiv Gandhi Institute of Petroleum Technology
Bank: Bank of Baroda
Address: RGIPT Campus, Bahadurpur Jais, Amethi.
Account No. 59480100000001
IFSC Code: BARB0JAICAM (5th Character is ZERO)

ADDRESS OF THE INSTITUTE:

RAJIV GANDHI INSTITUTE OF PETROLEUM TECHNOLOGY, Mubarakpur, Mukhtia More,
Bahadurpur, Post: Harbanshganj, Jais, Amethi, Uttar Pradesh 229304, Website:
www.rgipt.ac.in

INTRODUCTION

Rajiv Gandhi Institute of Petroleum Technology Jais invites online tender bids under two-part bid system (Technical and Financial/Price bids) from PSUs/PSEs/Autonomous bodies under Centre/State Governments or reputed, experienced and financially sound manpower companies/firms/agencies for providing horticulture services at Rajiv Gandhi Institute of Petroleum Technology Jais, Amethi as per following details:

Name of work	Providing horticulture services at Rajiv Gandhi Institute of Petroleum Technology (RGIPT) Jais, Amethi, Uttar Pradesh, INDIA
Tender Ref. No.	RGIPT/JAIS/SHH/HCS/2023-24/01 dated 01.04.2024
Date of issue of Tender	01.04.2024
Pre-Bid Meeting	10.04.2024 @ 15:00 Hrs.
Last date and time for online bid submission	22.04.2024 @ 16:00 Hrs.
Earnest Money Deposit (EMD)	<p>Rs. 2, 80,000/- (Rs. Two Lac Eighty Thousand only) through online payment to the following account:</p> <p>Account No.: 59480100000001, Account Name: Rajiv Gandhi Institute of Petroleum Technology, Bank Name: Bank of Baroda, Branch Name: RGIPT Jais Campus Branch, IFSC Code: BARB0JAICAM (Fifth character is Zero), MICR Code: 227012204</p> <p>The bidder shall be required to upload the scanned copy/deposit receipt for transaction of payment of EMD (clearly indicating UTR No. & Tender Reference i.e. Tender Ref. No. must be entered in the remark at the time of online transaction of payment, failing of which, the payment may not be considered) at the time of online bid submission on e-tendering website.</p> <p>OR NSIC/MSME certificate comprising relevant category of work should be uploaded for EMD exemption.</p>
Contract period	The period of the contract will be 02 years. The contract may be extended by further 01 year on the basis of satisfactory performance subject to the approval of the competent authority of RGIPT Jais.
Issue of tender	The tender document can be downloaded from the Institute's website www.rgipt.ac.in and https://eprocure.gov.in/eprocure/app . Please keep visiting the Institute's website for any corrigendum/amendments and submit the bids accordingly.

Opening of tender bids	<p>Part A: Technical bid: The technical bid will be opened on 23.04.2024 at 16:00 Hrs.</p> <p>Part B: Financial bid: Financial bid will be opened for technically qualified bidders and shall be intimated later by the institute by e-mail and/or telephone.</p>
For any clarification, please contact	<p>Registrar, RGIPT Jais</p> <p>Contact No.: 0535-270-4777, +91-8574897750</p> <p>E-mail: registrar@rgipt.ac.in</p>
Proposed date for commencement of work	1 st June, 2024

1.1 About Rajiv Gandhi Institute of Petroleum Technology (RGIPT)

The Ministry of Petroleum and Natural Gas (MoPNG), Government of India, set up the Rajiv Gandhi Institute of Petroleum Technology at Jais, Amethi, Uttar Pradesh, by the Act of the Parliament. The Institute has been accorded the eminence of being an Institution of National Importance along the lines of the Indian Institutes of Technology (IITs). The Institute is empowered to award degrees in its own right. The Institute is co-promoted as an energy domain specific institute by six leading oil public sector units (Oil and Natural Gas Corporation Limited, Indian Oil Corporation Limited, Oil India Limited, Gail (India) Limited, Bharat Petroleum Corporation Limited and Hindustan Petroleum Corporation Limited) in association with the Oil Industry Development Board. The Institute is associated with leading International Universities/Institutions specializing in the domain of Petroleum Technology and Energy.

The prime objective of the Institute is to provide excellent education, training, and research to roll out efficient human resources, and to meet the growing requirements of the Petroleum and Energy sector. The Institute has an ambitious plan to offer a number of bachelor's and master's degree programs, Postgraduate diploma courses and Doctoral programs in Science, Engineering and Management.

1.2 Definitions

In this request for Notice Inviting Tender, the following terms shall be interpreted as indicated below:

1. **"RGIPT"** or **"Institute"** means "Rajiv Gandhi Institute of Petroleum Technology Jais, Amethi".
2. **"Bidder"** or **"Tenderer"** means any firm taking the full responsibility of managing the contract as required in this NIT. The word "Bidder" when used in the pre-award period shall be synonymous with **"Service Provider"** or **"Contractor"** which shall be used after award of the contract.
3. **"Service Provider"** or **"Contractor"** means the successful bidder to whom the contract has been

awarded for providing horticulture and gardening service at Outsource basis” at RGIPT Jais, Amethi.

4. **“Contract”** means terms and conditions given by the institute and accepted by the bidder in lines with the work order to carry out the horticulture services at RGIPT.
5. **“EMD”** means Earnest Money Deposit.
6. **“Service”** means providing horticulture and gardening services on outsourced basis at RGIPT Jais, Mukhetiya More, Harbanshanj, Tiloi, Amethi, UP – 229304.
7. **“Performance Security”** or **“Bank Guarantee”** means the guarantee provided by the bidders for satisfactory performance.
8. Attested copies of document means self-attested copy of documents by the bidder/authorized person (duly signed and stamped of the firm on the document).

1.3 Abbreviation

1. **RGIPT** –Rajiv Gandhi Institute of Petroleum Technology Jais, Amethi.
2. **PSU** – Public Sector Undertaking
3. **PSE** – Public Sector Enterprise
4. **EMD** – Earnest Money Deposit
5. **NIT** – Notice Inviting Tender
6. **PAN** – Permanent Account Number
7. **GST** – Goods & Service Tax
8. **EPF** – Employees Provident Fund
9. **ESI** – Employee State Insurance

1.4 Confidentiality

The tender document is confidential and is not to be disclosed, reproduced, transmitted or made available by the recipient to any other person. RGIPT may update or revise the document or any part of it and would subsequently be made available on CPP Portal as well as on RGIPT’s website. The recipient acknowledges that any such revised or amended document is deemed to be received through portal, subject to the same confidentiality. The recipient will not disclose or discuss the contents of the document with any officer, employee, consultant, agent or any other person associated or affiliated in any way with RGIPT or any of its customers or suppliers without the prior written consent of RGIPT.

1.5 NIT Disclaimer

This Notice Inviting Tender containing Annexures (Herein after called as NIT) has been prepared solely

for the purpose of enabling RGIPT to select a Service Provider for Providing horticulture and gardening service on outsourced basis as per specifications, terms and conditions and scope defined in this NIT (herein after referred as Providing Horticulture Services).

The Bidder will be required to be innovative, capable and would need to extend all their resources in order to meet the expectation of RGIPT towards providing the required services.

1.6 Costs to be borne by the bidder:

All costs and expenses incurred by bidders in any way associated with the preparation and submission of their responses to the NIT, including but not limited to attendance at meetings, discussions, presentations, demonstrations, etc. and providing any additional information required by RGIPT, will be borne entirely and exclusively by the bidder and RGIPT shall not be liable for any costs and/or expenses in relation to responses to the NIT and/or shall not entertain any requests / representations regarding bearing/sharing of costs and /or expenses.

1.7 Disqualification

Any form of canvassing/ lobbying/ influence/ cartelization, etc. by the bidder may result in disqualification of such bidder.

1.8 Clarification regarding tender document:

Bidders can take any clarification regarding error, omission or discrepancy found in this tender document in the pre-bid meeting. Afterwards, no request will be entertained for any type of clarification related to the tender document. The request for clarification shall be in writing or by email, but no change in the price of the tendering shall be sought, offered or permitted.

1.9 Acceptance of Terms

The purpose of the NIT is to provide necessary information to the potential Bidders, who qualify and intend to submit their response to the NIT. **RGIPT makes no representation or warranty and shall incur no liability, whatsoever, under any law, statute, rules or regulations on any claim the potential bidder may make in case of failure to understand the requirement and respond to the NIT. A bidder will, by responding to RGIPT's NIT document, be deemed to have fully read, understood and accepted all the terms and conditions as stated in this NIT document. It is the sole responsibility of the bidder to satisfy himself as to the completeness, correctness and sufficiency of its response.**

2. IMPORTANT INSTRUCTIONS

1. Read the tender document carefully before filling the tender bids and processing for online bid submission.
2. Digitally sign each page via using digital signature.
3. The technical bid should contain:
 - a. All relevant documents as mentioned in the eligibility criteria of the tender document.
 - b. Proof of payment of EMD of Rs. 2,80,000/- (Rs. Two Lac Eighty Thousand only) through online payment transfer in the bank account mentioned above. Application without EMD will not be considered.
4. The prices should be quoted in financial bid only and should be in stipulated format and without any condition. The price shall be filled up both in figures and words.
5. Tender form can be downloaded from the Institute's website www.rgipt.ac.in and CPP Portal <https://eprocure.gov.in/eprocure/app>.
6. Please keep visiting Institute's website for any corrigendum/amendments and submit the bids accordingly.
7. The technical bid will be opened online on 23.04.2024 @ 16:00 Hrs.
8. The financial bid of only those tenderers will be opened who will be declared technically qualified by Tender Evaluation Committee. The date and time of opening of the same will be intimated in advance through e-mail and/or telephone.
9. The offer of the tenderer will be valid for 06 (Six) months from the last date of submission of the tender document.
10. Hypothetical/conditional, incomplete bid will not be entertained & will be summarily rejected. Please note that the bidder must quote for all the categories mentioned in the tender.
11. The period of contract would be for 02 (Two) years from the date of award of the contract and it may be further extended for another one year on the basis of satisfactory performance of contractor.
12. RGIPT, Jais reserves the right to accept/reject any tender in part or full, without assigning any reason whatsoever.
13. If the last date of opening of the tenders coincides with a holiday, then the next working day shall be the opening date.

3. INSTRUCTIONS FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submit their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>.

3.1 Registration:

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, **the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / TCS / nCode / eMudhra etc.) with their profile.**
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible for ensuring that they do not lend their DSCs to others, which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/eToken.

3.2 Searching for Tender Documents:

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

3.3 Preparation of Bids:

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and the content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. The bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of the bids, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

3.4 Submission of Bids:

1. The bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3. A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
4. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
5. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
8. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

3.5 Assistance to Bidders:

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority to the address provided in Critical Data Sheet for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4001062 / 0120-4001002 / 0120-4001005 / 0120-6277787.

3.6 General Instructions to the Bidders:

1. The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the eligibility criteria documents in .pdf format.
2. Possession of a Valid Class III Digital Signature Certificate (DSC) in the form of smart card/etoken in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
3. Tenderer are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

ELIGIBILITY CRITERIA FOR EVALUATION OF TECHNICAL BID

1. Earnest Money Deposit (EMD):

Proof of payment of EMD for an amount of Rs. 2,80,000/- (Rs. Two Lac Eighty Thousand only) through online payment transfer in the bank account of RGIPT.

2. Experience:

The tenderers must have experience of handling the horticulture service in Government/PSUs/ Autonomous Bodies/National level Institutions in last 05 preceding financial years ending on March 31, 2023. **The horticulture service means agriculture of plants and shrubs mainly for beauty and decoration along with development of new ideas for classic and charming view of the Institute with the help of different type of flowering and decorative plants at RGIPT Jais campus.** The tenderer should have completed in the last 05 preceding financial years ending on March 31, 2023, at least:

- a) One similar work contract of 75.00 Lac or more, **OR**
- b) Two similar work contracts of 47.00 Lac each or more **OR**
- c) Three similar work contracts of 38.00 Lac each or more.

(Please attach copies of the certificates of satisfactory completion of the contract along with technical bid of the tender)

3. Requisite Documents: The following documents must be submitted along with the tender document:

- a) Registration certificate of **Goods and Service Tax (GST)**.
- b) Copy of **PAN Card**
- c) Registration certificate of **Employees' Provident Fund (EPF)**.
- d) Registration certificate of **Employees' State Insurance (ESI)**.
- e) Registration certificate under **Contract Labour (Regulation & Abolition) Act, 1970**.
- f) **Audited Balance Sheet** of last 03 preceding financial years with statement of Income and Expenditure Receipt/Profit & Loss Account certified by Chartered Accountant i.e. F.Y. 2020-21, 2021-22 & 2022-23.

{Average annual turnover of last 03 preceding financial years ending on March 31, 2020 should be greater than or equal to Rs. 40.00 Lacs. Please note that computation of average annual turnover should be in relation of horticulture services (men & material) only.}

- g) Copy of **Income Tax Returns (ITR)** of last 03 preceding financial years ending on March 31, 2020.
- h) Any other registration / license which is mandatory for such agencies stipulated by concerned

authorities from time to time such as storage of Hazardous Chemicals, insecticides etc.

4. Solvency Certificate:

Solvency Certificate of Rs. 40.00 Lac to be submitted on Bank's letterhead as per attached **Annexure -II** and should be enclosed with technical bid.

5. Non-blacklisting certificate:

Non-blacklisting certificate on firm's letterhead as per **Annexure – III**.

6. Declaration for Acceptance of Terms & Conditions:

Declaration as per attached **Annexure- IV**.

7. List & Quantity of Material:

List and quantity of material (without rate) for 01 month which will be provided by the contractor.

8. Tender Document:

Scanned copy of signed tender document as a token of acceptance of terms and conditions of the tender.

Note: Consortium/Joint Venture bids shall not be accepted under any circumstances.

FINANCIAL BID

1. The financial bid of only technically qualified bidders will be opened.
2. The prices of items should be quoted in financial bid (prescribed format) only.
3. The tenderer should quote manpower charges in Financial Bid strictly in accordance with the minimum wages as decided by the Central Govt. for Jais, Amethi (UP). If the rates quoted are found below the minimum wages, tender will be rejected. **RGIPT Jais, Amethi comes under the 'C' Area.**
4. The profit margin should be quoted according to the notification Ref. No. F.6/1/2023-PPD dated 17.01.2024. **The profit margin should not be quoted less than 3.85%.**
5. The salary of the workers should be calculated for 26 days in a month. In any discrepancy of rates (calculation) quoted by the bidders, the latest rate revised by office of the Chief Labour Commissioner (C), Ministry of Labour and Employment will be considered for evaluation of financial bid.
6. The tender job will be awarded on an overall L1 basis, not on an individual item basis.
7. In case of tie between the parties, the L1 will be decided on financial capabilities and past experiences between the parties which will stand L1 during financial evaluation. The priority for deciding L1 bidder will be as under:
1st priority: Financial capabilities of the L1 Bidders.
2nd Priority: Experience of the bidders in horticulture work
8. Parties are advised to quote the rates considering all the statutory liabilities and their profit margins. Parties who will quote NIL margins and avoid any of the statutory liabilities will be treated as unresponsive and their bid will be treated as cancelled. If that would be the case, then the EMD of the respective bidder will be forfeited.
9. All rates quoted by the bidder/contractor shall be fixed for entire contract period and no change will be accepted on any request or any reason.
10. All rates quoted by the bidder /contractor is inclusive of transportation charges, maintenance charges, handling charges, etc.
No rate(s) of any item to be mentioned in technical bid documents.

GENERAL INSTRUCTIONS TO TENDERERS

Eligible and willing agencies are advised to visit the Rajiv Gandhi Institute of Petroleum Technology (RGIPT) Jais site to get an onsite assessment of the work on any working day between 10:00 AM to 04:00 PM after taking permission from the In-charge, SHH.

1. The closing date and time for online tender submission is 16:00 Hrs. on 22.04.2024.
2. The technical bid of the tender will be opened online at 16:00 Hrs. on 23.04.2024 in presence of the authorized representatives of the tenderers, who wish to be present at that time.
3. A Pre-Bid meeting shall be held on 10.04.2024 @ 15:00 HRS at Conference Room, 2nd Floor, Admin Block, RGIPT Jais to clarify the queries of intending bidders, if any.
4. The financial bid will be opened only for technically qualified bidders and shall be intimated later by email and/or telephone.
5. The technical bid should be submitted online and should contain all the papers to fulfill all the eligibility criteria, certificates of experience, satisfactory performance certificates, undertaking as per instructions and list of the equipment's, tools and tackles required for the job.
 - **“Technical Bid and Financial Bid for Horticulture Services along with proof of EMD submission should be uploaded online through website <https://eprocure.gov.in/eprocure/app>.”**
 - **In the absence of EMD, the tender will be summarily rejected.**
 - **Micro or small Enterprises registered with National Small Industries Corporation or any other body specified by the ministry of Micro, Small & Medium Enterprises are entitled to exemption from submitting EMD, subject to submission of valid certificate of registration in similar category.**
6. The Earnest Money Deposit will be refunded to the unsuccessful tenderer only after finalization of the contract. In the case of the successful tenderer EMD will be refunded after receipt of the performance security deposit. No interest will be paid on the EMD.
7. The bid shall be valid for 06 months from the last date of submission of tender document/date of opening of tender.
8. No tenderer will be allowed to withdraw his tender after submission during the bid validity period (06 months). In case the tenderer does not honour his bid, the EMD submitted by the tendering firm would stand forfeited.
9. All entries in the tender form should be legible and filled clearly. Any overwriting or correction which is unavoidable must be signed by the authorized signatory.
10. In case the successful tenderer declines the offer of contract, for whatsoever reason(s), his EMD will be

forfeited.

11. A work order will be issued to the successful tenderer. In this contract, the successful tenderer shall be defined as "Contractor".
12. **Successful tenderer will have to deposit the Performance Security Deposit of 05% of awarded contract value in the form of Demand Draft/FDR of any nationalized/scheduled bank, drawn in favour of "Rajiv Gandhi Institute of Petroleum Technology" payable at Jais, Amethi, within 15 days from the award of the contract and commencement of the work, otherwise the contract may be cancelled and EMD will be forfeited.**
13. After successful completion of the contract, the security deposit will be refunded to contractor after adjustment of dues, if any, to institute by the contract. **No interest will be paid on the Performance Security amount.**

GENERAL CONDITIONS OF CONTRACT

1. **PERIOD OF THE CONTRACT:**

The period of contract will be 02 years, which can be extended further for a period of 01 year on the basis of satisfactory performance which will be reviewed at the end of each year by the In-charge, SHH/Concerned In-charge subject to the approval of the competent authority of RGIPT Jais. The extension will be provided with the approval of the competent authority of RGIPT.

2. **REQUEST FOR ADVANCE:**

Request for advance of any type during the contract period by the contractor to RGIPT, Jais will not be entertained at any cost.

3. **DEPLOYMENT OF PERSONNEL:**

The persons to be deployed by the contractor should be properly trained, have requisite experience and skills for carrying out a wide variety of horticulture work using appropriate materials and tools/equipment.

4. **UNIFORM:**

The contractor will have to provide standard uniform as approved by In-charge, SHH, RGIPT Jais /concerned In-charge at his own cost to its horticulture staff. The staff shall be in proper uniform bearing their name tag displayed on their uniform, all the time along with their identity card. Sample of uniform will have to be submitted by the contractor for the approval of In-charge, SHH/Concerned In-charge within 15 days and proper uniform should be provided to the workers within 45 days from the date of issue of the work order. If the case of non-wearing of uniform were found by any of the staff/supervisor, penalty will be imposed as per penalty clause of the tender document.

a) 2 sets of uniforms for summer and winter

- 1 complete set of summer uniform means full pant, full/half shirt and shoes.
- 1 complete set of winter uniform means full pant, full shirt, full sweater and shoes.

b) Gumboots as per need and requirement (Minimum 5 pairs of standard size stock to be maintained).

c) Hand gloves as per need and requirement (Minimum 100 pairs stock to be maintained).

d) Face mask and goggles as per need and requirement (Minimum 100 mask stock to be maintained).

5. **INVENTORY OF ITEMS AND WORKING PROCEDURE:**

a) The contractor will arrange all items needed for his staff, maintain the inventory of stores, sufficient stationery, daily duty roster chart etc. The horticulture staff will first report to appropriate place to their supervisor and subsequently will be deployed for duty after having been checked for uniform,

upkeep, issue of material and equipment's, etc.

- b) Once the horticulture staff is allotted an area of work, he or she will be under supervision of the concern In-Charge of the Institute. **In addition to the instructions issued by the contractor side, the horticulture staff have to follow all instructions and orders given by the concern In-Charge of the Institute. These instructions should be considered as the scope of work.**

6. SPACE FOR STOREROOM:

RGIPT Jais will provide space for a storeroom to the contractor in the premise of the Institute. The supervisor deployed by the contractor will store all their materials and equipment in the storeroom and maintain a record of the stores, which shall be opened to inspection for concerned officer In-charge of RGIPT Jais.

7. HEALTH AND SAFETY MEASUREMENT:

- a) The contractor should ensure the Health and Safety measures of the employees. RGIPT Jais will not take any responsibility in this regard. The contractor will be responsible for supply / installation / refilling / maintenance of all consumables, items and equipment's used in all areas of the Institute's campus for horticulture purpose.
- b) In the event of injury, illness or accidents to any worker, RGIPT Jais will not be liable to pay any compensation to the worker or contractor. The contractor as well as insurance cover shall include the liability under the Workmen Compensation Act.
- c) The workers employed by the contractor shall be his sole employees and RGIPT Jais shall not have any relation whatsoever with employees of the contractor. He will be fully responsible for their acts, conduct and any other liabilities.

8. PAYMENT OF WAGES:

- a) Revision of Minimum wages of manpower will be applicable as per rule of Government of India, Minimum Wages Act and Ministry of Labour And Employment.
- b) The contractor at all times should indemnify RGIPT against all claims, damages or compensation under the provisions of Payment of Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, the Workmen Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961, Payment of Bonus Act, 1965 or any other law relating thereto and rules made there under from time to time. RGIPT Jais will not take any responsibility in this regard.

Under any circumstances whatsoever, the manpower deployed shall be paid wages not below the Minimum wages set by office of the Chief Labour Commissioner (C), Ministry of Labour & Employment. The rate will be revised solely based on the revision of minimum wages as notified by the Government from time to time. It is the sole responsibility of contractor to ensure that each and

every horticulture staff / supervisor should be either paid as per the revised minimum wages slab or as per actual. The differential amount on account of revision of minimum wages act will be reimbursed by RGIPT on actual basis, subject to submission of proofs/challans.

9) INTRODUCTION OF NEW STATUARY LIABILITIES:

In case of introduction of any new statutory taxes by State/Central Government, if applicable, it will be reimbursed by RGIPT on actual basis, subject to submission of proofs/challans.

10) BREACH OF TERMS AND CONDITIONS:

In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the contractor will be liable to be forfeited by RGIPT Jais besides annulment of the contract.

11) RESPONSIBILITIES OF THE CONTRACTOR:

The contractor shall:

- a) Provide all items and equipment for regular horticulture work at RGIPT Jais.
- b) Ensure that their managers / supervisors are equipped with mobile phones and are available to Institute, as per the need and requirement.
- c) Arrange for a cycle trolley for transportation of waste/weeded/grass/plants/equipment from one place to other, as per the need and requirement.
- d) Ensure that the horticulture work does not adversely affect the surroundings or personnel deputed for the work. Protective gear including boots, gloves etc. shall be provided by the contractor to the horticulture staff.
- e) Collect all the information for processing of paper formalities for timely disbursement of wages to their workers. It is the sole responsibility of contractor to collect and prepare all the relevant papers in consultation with concerned In-Charge for the same. **Please note that the payment to workers should be paid by 7th day of every month.**

12) NO COMMITMENT TO ACCEPT LOWEST OR ANY BID:

RGIPT shall be under no obligation to accept the lowest Financial/ Price bid or any other offer received in response to this NIT. RGIPT will not be obliged to meet and have discussions with any bidder, and/ or to listen to any representations in respect of the rejection.

13) EARNEST MONEY DEPOSIT

- a) The bidder has to pay Earnest Money Deposit (EMD) of Rs. 2,80,000/- (Rs. Two Lac Eighty Thousand only) through online payment transfer in the bank account of RGIPT. The Bank Account details are as under:

Account No.: 59480100000001,

Account Name: Rajiv Gandhi Institute of Petroleum Technology,

Bank Name: Bank of Baroda,
Branch Name: RGIPT Jais Campus Branch,
FSC Code: BARB0JAICAM (Fifth character is Zero),
MICR Code: 227012204

- b) EMD will not carry any interest under any circumstance.
- c) Offers made without the Earnest Money Deposit will be rejected.
- d) The amount of Earnest Money Deposit would be forfeited in the following scenarios:
 - i. In case the bidder withdraws the bid prior to validity period of the bid and after last date of submission of the bid for any reason, whatsoever.
 - ii. In case the successful bidder refuses to accept the contract/ work order within 01 month of issuance of contract /work order for any reason, whatsoever.
- e) The EMD of unsuccessful bidders shall be returned after completing due procedures of award of contract.
- f) Earnest Money Deposit would be returned to the successful bidder after the submission of the Performance Security.

14) **PERFORMANCE SECURITY**

- a) The successful bidder shall deposit a Performance Security for an amount of 05% of contract value in the form of **Demand Draft/FDR** in favour of **Rajiv Gandhi Institute of Petroleum Technology** payable at **Jais, Amethi** within 15 days from the date of issue of work order. The validity of Performance Security should be up to 180 days (Six month) after the expiry of validity of contract and other obligations towards the contract.
- b) In the event of non-performance of obligation or failure to meet terms of this NIT, RGIPT shall be entitled to invoke the Performance Security without notice or right of demur to the contractor. Any amount pending for payment due to non- achieving of milestone/s set under the contract or any other reason solely attributable to the contractor should be deducted from the remaining amount of Performance Security.
- c) RGIPT reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Security, if any, under this contract.
- d) If the Performance Guarantee is not submitted within the stipulated time, RGIPT reserves the right to cancel the approval of the quoted rates in the tender, and the earnest money deposit submitted by the bidder will be forfeited.
- e) In case the contract is further extended beyond the initial period, the Performance Security will have

to be accordingly renewed/extended by the contractor.

15) PAYMENT TERMS

- I. Payment will be made within 01 month from the date of submission of the original bill to the concern In-charge. Payment of the bill will be based on standardized proforma, duly approved by RGIPT Jais, along with certified copy of attendance sheet in respect of the persons deployed.
- II. While submitting the bill, the contractor must attach the following proofs/challans with the original GST invoice:
 - a) Wages of workers were credited to their bank accounts on _____
(Acknowledgment by bank enclosed).
 - b) EPF contribution relating to workers was deposited on _____
(Copy of the challan enclosed with contribution sheet)
 - c) ESI contribution relating to workers was deposited on _____
(Copy of challan enclosed with contribution sheet).
 - d) RGIPT Jais is complying with all statutory Labour Laws including Minimum Wage Act. The payment would be made on monthly basis on verification of attendance sheets/register, monthly EPF and ESIC challans, Goods & Service Tax challan, etc. duly verified by concerned In-charge/officer In-charge as well as Accounts Department of RGIPT Jais.
 - e) The TDS shall be deducted as per the provisions of Income Tax Act, as amended from time to time and a certificate to this effect shall be provided by RGIPT to the contractor.

Please note that the payment of wages to workers shall not be linked to the payment of bill by RGIPT Jais and should be paid by 07th day of every month, failing of which penalty of Rs. 1000/- per day will be imposed for the delayed period. If the contractor fails to provide proof of payment of statutory dues, his contract shall be terminated after serving One month's notice. Cash payment receipt will not be entertained and payment in cash will be deemed as no payment at all.

16) TERMINATION OF CONTRACT

1. RGIPT Jais reserves the right to terminate the contract by serving 01 month notice, in writing, if the services of the contractor are not found satisfactory. The contractor may also ask for the same by giving 03 months' notice, but he has to provide the horticulture facility till the next agency is engaged. In case, if contractor fails to do so, his security deposit will be forfeited.
2. RGIPT reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the contractor's failure to fulfill any of the contractual obligations or in the event of

termination of contract as per terms and conditions of contracts with RGIPT.

3. RGIPT at its sole discretion can terminate the contract at any time during the period of contract, If the contractor:
 - a) At any time makes default in proceeding with the works and observes negligence and continues to do so even after a notice in writing from the RGIPT; or
 - b) Commits default in complying with any of the terms and conditions of contract and does not remedy it or take effective steps to remedy it within 15 days after a notice in writing is given to him in that behalf by the RGIPT; or
 - c) Fails in yearly performance evaluation of the service provider/contractor by RGIPT; or
 - d) Violates any of the terms and conditions stipulated in the agreement/tender document.

17) **RIGHTS OF RGIPT**

RGIPT reserves the following rights in respect of this contract during the original contract period or its extensions, if any, as per the provisions of the contract, without entitling the contractor for any compensation:

- a) To terminate the contract without assigning any reason whatsoever.
- b) If the contractor is unable or refuse to pay any statutory liabilities or any due pending on him, the same will be recovered or settled from his bill/performance security.
- c) To get any part of the work done through other agency or deploy RGIPT's own/hired or otherwise arranged resources, at the risk and cost of the contractor after giving due notice period of Two weeks to the contractor in the event of:
 - a. Contractor continues poor performance.
 - b. Withdrawal from or abandonment of the work before completion of the work.
 - c. Contractor's inability to complete the work as stipulated in the contract.
 - d. Poor quality of work
 - e. Any corrupt act of the contractor
 - f. Insolvency of the contractor
 - g. Persistent disregard to the instructions of RGIPT
 - h. Assignment, transfer, sub-letting of contract without RGIPT's written permission
 - i. Non fulfilment of any contractual obligation
 - j. In the opinion of RGIPT, the contractor is overloaded and is not in a position to execute the job as per required schedule.

At any stage during contract period, any complex issue arises as a result of major shift in Central/State Govt. Rules & Regulations/Notifications and solution to such issues is not rendered

herein or such issues which do not find stable solutions for the contractual period within terms & conditions of the Tender/Contract, RGIPT shall have the right to terminate of the contract.

18) FORCE MAJEURE

- a) The contractor shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- b) For purposes of this clause, "Force Majeure" means an event explicitly beyond the reasonable control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within Seven (07) calendar days.
- c) Unless otherwise directed by RGIPT in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, RGIPT and the contractor shall hold consultations in an endeavor to find a solution to the problem.
- e) Notwithstanding above, the decision of RGIPT shall be final and binding on the contractor.

19) CORRUPT AND FRAUDULENT PRACTICE

- 1. As per Central Vigilance Commission (CVC) directives, it is required that contractor observe the highest standard of ethics during the execution of contract in pursuance of this policy. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in contract execution.
- 2. "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of contract to the detriment of RGIPT and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid rates at artificial non-competitive levels and to deprive RGIPT of the benefits of free and open competition.
- 3. RGIPT reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

4. RGIPT reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

20. INSURANCE

- a) It is the sole responsibility of the contractor to insure his materials, equipment, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's Compensation Act. The work be carried out in protected area and all the rules and regulations of the RGIPT in the area of project which are in force from time to time will have to be followed by the contractor.
- b) If due to negligence and or non-observation of safety and other precautions by the contactors, any accident/injury occurs to the property/manpower belonging to the RGIPT/third party, the contractor shall have to pay necessary compensation and other expense, if so by the appropriate authorities. RGIPT will not be responsible for any injury/death caused to the employees provided by contractor at RGIPT. It will be the responsibility of contractor to abide with all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall be paid by RGIPT in this regard.

21. INFORMTION OWNERSHIP

All official information processed, stored, or transmitted by manpower deployed by the bidder belongs to RGIPT. By having the responsibility to handling the official information by the manpower deployed, the contractor does not acquire implicit access rights to the information or rights to redistribute the information. The contractor understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

22. RISK CLAUSE:

- a. The contractor shall at all times have standby arrangements for carrying out the work under the contract, in case of any failure of the existing arrangement. RGIPT Jais reserve the right for termination of the contract, at any time by giving One month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderer at the cost, risk and responsibilities of contractor and excess expenditure incurred on account of this will be recovered from the contractor's Performance Security Deposit or pending bills or by raising a separate recovery claim.
- b. It is the duty of the contractor to provide all necessary reports and other information to the concerned In-Charge, from time to time, in order to review of the performance of the contractor.

Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the Institute and shall not knowingly lend to any person or company any of the effects or assets of the Institute, under its control.

- c. In the event of loss/damage of equipment etc. at the premises of the RGIPT Jais due to negligence/carelessness of contractor staff, the contractor shall compensate the loss to RGIPT, Jais. The contractor or its representative/s shall meet concerned In-Charge regularly to take feedback regarding the horticulture services.
- d. The contractor will also maintain a suggestion book and a complaint register, to be produced to concerned In-Charge/In-charge, SHH, as and when required. Please note that suggestion book and complaint register will be periodically circulated amongst the faculty and staff for their input and suggestions or as per the instruction of In-charge SHH/concerned In-charge.
- e. The contractor shall, in performing its part of this contract, ensure the safety of the building, its equipment, furniture, fixtures and the persons working in or visiting RGIPT Jais premises and shall indemnify Institute, for any loss or damage caused by any act of the contractor or its employees or staff etc.
- f. The contractor shall not assign or sublet this contract or any part thereof to any third party.
- g. The horticulture staff shall be regularly trained on behavioral aspects and ethics. They shall also be made conversant with the way of working of RGIPT Jais Institute, its requirements, layout of Institute and fire safety system along with telephone numbers of the Key Personnel of the Institute.
- h. In case, the information/documents furnished by the bidder forming basis of evaluation of its bid is found to be false/fake/forged during any stage of the tender, Institute shall have the right to terminate the contract and get the remaining works executed by a third party at the risk & cost of the contractor and without any prejudice to other rights available to RGIPT under the contract such as forfeiture of the contract performance security furnished by the contractor.
- i. In case, if any submitted challan of statutory liability founds to be false/fake, the amount of same would be recovered from the monthly bill of the contractor along with the penalty as decided by the In-charge, SHH/concerned In-charge of the Institute.

23. PENALTY CLAUSE:

I. **Delay in Payment of Wages:**

Wages of the workers should be paid by the **07th day of every month**, failing of which, penalty of **Rs. 1000/- (Rs. One Thousand only)** per day will be imposed for the delayed period.

II. Negligence of Horticulture Staff:

Whenever and wherever it is found that the horticulture work is not up to the mark due to negligence of horticulture staff, it will be brought to the notice of the supervisory staff of the contractor by the concerned In-Charge of RGIPT Jais and if no action is taken within due course of time, penalty @ **Rs. 500/- (Rs. Five Hundred only)** per complaint shall be imposed. The decision of In-charge, SHH, RGIPT Jais shall be final in this regard.

III. Non-wearing of Uniform:

If the case of non-wearing of uniform were found by any of the staff/supervisor, penalty @ **Rs. 200/- (Rs. Two Hundred only)** per worker per day will be deducted from the bill.

IV. Deficiency of Material:

In case the horticulture work is not found satisfactory for want of material, penalty will be imposed @ **Rs. 500/- (Rs. Five Hundred only)** per day till the material made available and the complaint has been resolved.

V. The In-charge, SHH will be the final authority to decide any penalty on receipt of complaints towards horticulture services as well as to waive off any penalty imposed due to above mentioned points, in case of reasonable ground provided with written request by the contractor.

24. GOVERNING LAW AND JURISDICTION

This Notice Inviting e-Tender and subsequent contract with the selected bidder shall be governed and construed in accordance with the laws of India and courts in Amethi will have the exclusive jurisdiction to determine the issues arising out of this contract.

25. DISPUTE SETTLEMENT

It is mutually agreed that all differences and disputes arising out of or in connection with this contract 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, RGIPT Jais, whose decision shall be final and binding on both the parties.

27. ARBITRATION

If any dispute or difference arises between the parties hereto as to the interpretation, effect and implication of any provision of this contract, including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this tender, shall within 15 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or

disputes or disagreement exists, be referred to negotiations for a period of 30 days after which parties can submit the dispute to arbitration in accordance with the Arbitration and Conciliation Act 1996 and the rules framed there under for the time being in force. The award made in pursuance thereof shall be binding on the parties.

1. The sole arbitrator shall be appointed by The Director, RGIPT Jais.
2. The venue and seat of the Arbitration shall be at Amethi, Uttar Pradesh.
3. The language of arbitration proceedings will be English only.
4. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
5. The provisions of this clause shall not be frustrated, abrogated or become inoperative, notwithstanding this tender/contract expires or ceases to exist or is terminated or revoked or declared unlawful.

The Courts at Amethi shall have exclusive jurisdiction in all matters concerning this contract/ tender including any matter related to or arising out of the arbitration proceedings.

SITE PARTICULARS

Rajiv Gandhi Institute of Petroleum Technology (RGIPT), Jais, spread in 47 acres of land area and having an approximate 55,000 Sqm of horticulture area. It is situated at 30 K.M. from Rae Bareli on Rae Bareli – Sultanpur highway (NH-232).

The tenderers are advised to visit, examine the site of works & its surroundings and obtain all information for himself that may be necessary for preparing the tender and entering into a contract for execution of the works. The cost of visiting the site shall be tenderer's own.

- a) It is understood and agreed that the above factors have properly been investigated and considered by the Tenderer while submitting the tender.
- b) No claim for financial or any other adjustments to contract price, on account of lack of clarity of such factors should be entertained.
- c) The facilities available at sites mentioned above are "as and where basis" and it can be examined by the bidders before submitting their tenders. If any additional equipment and refurbishing of the existing ones are required, the same shall be done by the tenderer, who is awarded the contract.

The following buildings to be covered by horticulture work for their beautification as well as classic and charming view of the buildings:

- 2 Blocks of Administrative Building G+4 storied office building
- 2 Academic Blocks (AB1+AB2) G+5 storied buildings.
- Boys Hostel (A, B, C, D & E Blocks) G+6 storied building
- Boys' Hostel F Block (Construction is in process)
- Girls' Hostel G+6 storied building
- Lecture Hall
- Workshop cum Incubation Building
- Pilot Project Labs
- Commercial Complex
- Residential (Faculty Housing A1+A2 Blocks and Staff Housing B1+B2 Blocks G+6 storied buildings)
- Married scholar's Residence (G+4 Storied building)
- Guest Hostel G+2 storied building
- Health Center, HVAC & Plumbing Room, DG Room, Substations (1, 2, 3 & 4).

SCOPE OF WORK

1) The basic purpose of said Horticulture Work is to

- Maintain the existing plantation and horticulture work. The list of existing plants along with their plantation area are mentioned hereunder in **Para-3**.
- Covered the whole campus with all seasoned greenery and beautiful flowers.
- Implementation of some new concept of landscaping to increase the face value of Institute set up and to increase the green area of the Institute.
- Existing area of the horticulture: 55,530 Sqm (Approx). Details are mentioned here under in **Para-4**.

2) The scope of the work consists of the following:

- To maintain all the trees, plants, shrubs, hedges and lawns.
- Regular watering, weeding, mowing, manuring and relaying.
- Spraying of insecticides, fungicides, weedicides and PGR at regular intervals and as per the need.
- Regular lawn mowing.
- Cutting, pruning and trimming of plantations at regular intervals and as per the need.
- Preparation & maintenance of flower beds, seasonal & perennial both.
- Preparation & maintenance of flower pots & plant pots, for indoor and outdoor designated places.
- Plantation of new trees, flowers and shrubs by excavation, as & when required.
- Development of nursery for seasonal & perennial types of flowers & plants.
- Removal of wild grass from whole of the campus.
- Removal and disposal of unwanted weeds, bushes, shrubs & other garden refuse from garden area & other area to designated space.
- Any other jobs, which is required to improve the aesthetic appearance of Buildings by introducing new concepts and ideas in the said field.

3) List of existing plants:

(1) Pusa Selection-1 Grass 16147.09 Sq.m.

(3) Aistonia Scholaris 127 Sq.m.

(5) Cassia Fistula 59 Sq.m.

(7) Ficus Infectoria 105 Sq.m.

(9) Mimusops Elenga 62 Sq.m.

(11) Pulmeria alba 246 Sq.m.

(13) Bougainvillea glabra 23587 Sq.m.

(2) Wild Grass (Calcutta 2 Species) 6297.4 Sq.m.

(4) Bauhinia blakeana 219 Sq.m.

(6) Erythrina Indica 106 Sq.m.

(8) Jacaranda mimosaeifolia 17 Sq.m.

(10) Phoenix Silvestris 141 Sq.m.

(12) Pulmeria rubra 274 Sq.m.

(14) Cestrum nocturnum 26356 Sq.m.

- | | |
|---|--|
| (15) Draecena colorama 35 Sq.m. | (16) Ficus long island 42968 Sq.m. |
| (17) Nerium Olendra Saloman Pink 300 Sqm. | (18) Leucophyllum Fretescemcs 6559 Sq.m. |
| (19) Alternanthera Green 1105.02 | (20) Alternanthera Red 1141 Sq.m. |
| (21) Lantana Alba 392 Sq.m. | (22) Lantana Sellwiana 674 Sq.m. |
| (23) Rhoeo Discolor 234 Sq.m. | (24) Tradescantia Pendula 356 Sq.m. |
| (25) Verbena 562 Sq.m. | (26) Wadelia Trilobata 7891 |
| (27) Ficus benjamina 3215 Sq.m. | (28) Ficus panda 12874 Sq.m. |
| (29) Hibiscuss Variegated 300 Sq.m. | (30) Raphis Excelsa 803 Sq.m. |
| (31) Adenium 7572 Sq.m. | (32) Furcraea 200 Sq.m. |
| (33) Agave Americana 129 Sq.m. | (34) Calliandra Brevipes 30 Sq.m. |
| (35) Tabernaemontana coronaria (miniature) 5550 Sq.m. | |

4) Area Statement:

(1) Boys Hostel surrounding area	: 14009 Sq.m.
(2) Administrative Building surrounding area	: 7217 Sq.m.
(3) Lecture Hall surrounding area	: 5789 Sq.m.
(4) Academic Blocks surrounding area	: 2005 Sq.m.
(5) Road side plantation in between Academic Building and Commercial Complex	: 4319 Sq.m.
(6) Surrounding area of Commercial Complex, Health Care & Guest House	: 6714 Sq.m.
(7) Residential Area	: 15477 Sq.m.

	Total = 55530 Sq.m.

Note: Some areas have been changed/alterd/abandoned due to ongoing construction. The bidders are required to visit the institute and do their own assessment before submitting their bids.

IMPORTANT:

Every care has been taken to cover all important scopes, aspects, areas required for horticulture services, these are, however, not exhaustive and if deemed fit, In-charge, SHH, RGIPT Jais may add additional scope of work, for which, no additional payment, whatsoever, on any account will be made. The instruction given by the In-charge, SHH will be treated as scope of work during the entire contract period and the contractor has to follow the same.

RESOURCE REQUIREMENT

A. MANPOWER:

Sl. No.	Designation/Category	Tentative Requirement
1	Unskilled	22
2	Skilled/Supervisor	1
Total		23

- a. 23 Nos. of manpower (22 unskilled and 01 skilled category) is needed for proper horticulture services in whole of the campus. In case desired standard of horticulture work is not maintained, the contractor may be asked to increase the number of manpower as per the requirement. No payment, whatsoever, will be made for additional number of manpower. **Further if the horticulture work is not found satisfactory for want of sufficient numbers of horticulture staff, penalty will be imposed as per penalty Clause as mentioned above.**
- b. The contractor shall engage only such workers whose antecedents have been thoroughly verified, including character and police verification and other formalities. The contractor shall be fully responsible for the conduct of his staff.
- c. The personnel deployed shall be of good health and moral character, well behaved, obedient, experienced and skillful in their respective tasks. The cost of identity cards to the workers shall also be borne by the contractor. The personnel deployed by the contractor shall compulsorily wear prescribed uniform while on duty and shall always carry his/her identity cards. Penalty shall be imposed in case the contractor fails to comply with such direction as per the assessment of In-charge, SHH/concerned In-charge.
- d. The Institute reserves the right to direct the contractor against “mass replacement of manpower” and “deployment of any particular manpower” provided by the bidder without assigning any reason. Penalty shall be imposed in case the contractor fails to comply with such direction as per the assessment of In-charge, SHH/concerned In-charge. Any misconduct/misbehavior on the part of the manpower deployed by the contractor will not be tolerated and such person will have to be replaced by the contractor at his own costs, risks and responsibilities immediately, with written intimation to In-Charge, SHH, RGIPT Jais.
- e. The contractor should ensure to maintain adequate number of manpower on all working days and also arrange a pool of stand-by horticulture staff. In case any horticulture staff is absent from duty/left the work, the new worker of equal status shall be provided by the contractor from an existing pool of

horticulture staff with prior intimation and approval of the In-charge, SHH.

- f. The contractor shall deploy competent, experienced and trained personnel to perform services under this contract. The staff shall maintain discipline and conform to office etiquette. The owner may at any time instruct to remove undesirable staff of the service provider at their sole discretion. The owner can also verify the qualifications of the deputed staff. No child labour must be permitted.
- g. Any misconduct/misbehavior on the part of the manpower deployed by the contractor will not be tolerated and such person will have to be replaced by the contractor at his own costs, risks and responsibilities immediately, with written intimation to the In-charge, SHH/concerned In-charge.
- h. Horticulture service is to be provided on all 07 days of the week and as per the requirement of RGIPT Jais beyond the working hours.
- i. The supervisor will look after the duty roaster of horticulture staff, stock of materials required and issue of materials to respective staff, uniform, salary and all the obligations of the contractor towards this contract. He will also be responsible for receiving instructions from the office of the In-charge, SHH/concern In-charge towards horticulture work and accomplishment of the same accordingly.

B. EQUIPMENT AND MATERIAL

1. Equipment:

- a. A sufficient number of normal tools such as spades, rakes, hasia, khurpa, weeding khurpies, hedge shear, hatchets, pick Axe, secateurs and garden saws, etc. required during the day-to-day operation of horticulture work.
- b. Sufficient numbers of water canes, wheelbarrows, hose pipes & sprayers, looking the area and scope of work in consideration.
- c. A sufficient quantity of cow dung manures, DAP, Urea, other fertilizers, pesticides, insecticides, fungicides as per need and requirement on actual basis.
- d. Electricity & water will be provided from the institute's side, however sufficient quantity of good quality hose pipe, suitable for all seasons and proper capacity lead wire along with plug top is to be provided by the contractor. Provision of extension cord for giving the electrical output is also in the scope of the contractor.
- e. Following Equipment's to be provided by the contractor for effective Horticulture work in whole of the campus. In case, if the said equipment's are not able to ensure an effective, efficient and proper horticulture services in the entire premises of the Institute, the contractor will have to increase the numbers as per the requirement. No payment whatsoever will be made for these additional quantities. All these equipment may be inspected by concerned In-Charge of RGIPT Jais at any time for their effectiveness and proper functioning.

Sl. No.	Item	Qty.
1	Electric Lawn Mower Machine Motor Capacity: 2 to 3 HP, Power: 220 to 240 V, Cutting Width: 16" to 20", Cable Length: 40 to 60Mtr.	4
2	Brush Cutter Power Source: Petrol, Type: Shoulder, Engine Strok: 2 to 4S	2
3	Disinfectant sprayer Operating: Battery & Manual, Tank Capacity: 15 to 20 Liter)	2
4	Watering canes Material: Plastic, Capacity: 10 Liter	8
5	Tricycle Rickshaw Thela	2
6	Hedge Shear	25
7	Khurpies	25
8	Spade	8
9	Secateurs	10
10	Gross sword	12
11	Axe, Hand saw, Hatches etc.	4 Nos. each

The minimum number of equipment given above is to be kept maintained by replacement whenever required. In case, if these equipment's are not able to ensure an effective, efficient, and timely mechanized horticulture management in RGIPT Jais campus, the contractor will have to increase the numbers as per the requirement, no payment whatsoever will be made for these additional quantities.

2. Material:

Sl. No.	Item Description	Brand	Minimum Stock to be Maintained
1	DAP	IFFCO/Equivalent	50 Kg
2	Neem Coated Urea	IFFCO/Equivalent	50 Kg
3	Carbendazim Powder	Any leading brand/Good quality	2 Kg
4	Lethal	Any leading brand/Good quality	5 Liter
5	Irrigation Hose pipes	Good quality	5 Bundles
6	Cow dung manure	Good quality	1 Trolley
7	Miscellaneous items	Any leading brand/Good quality	As per requirement

Note:

1. Aforesaid quantities are not exhaustive and may vary depending on requirement. If the above materials are not able to ensure an effective, efficient and timely horticulture service management in RGIPT Jais campus, the contractor will have to provide additional items as per requirement. No extra payment whatsoever will be made for these additional quantities.
2. It is the duty of the contractor to maintain sufficient stock of all the items looking into area and scope of the work. The consumables, which are to be used, should get approved by concerned In-Charge of RGIPT Jais. Records of the consumable shall be maintained, which shall be checked by the In-charge, SHH/concerned In-Charge, RGIPT, Jais from time to time. In case, if any, sub-standard material was brought to site, by unfair means or if a desired standard of horticulture work is not been maintained for want of horticulture material, penalty will be imposed as per penalty clause as mentioned above.
3. Uniforms of horticulture staff, I-cards, cycle rickshaw trolley, gloves, dusters, scrubbers, sponge, safety gear etc. to be provided by the contractor as per the requirement.

Note: Electricity and water will be provided by RGIPT Jais, Amethi.

Annexure - I

TECHNICAL BID

(To be filled by the bidder)

A. Detail of Tenderer

1	Name of Company/ Firm/ Proprietorship/Partnership, etc.	
2	Name of Proprietor/Director/Partner	
3	FULL PARTICULARS OF OFFICE	
a.	Address	
b.	Telephone/Mobile No.	
c.	E-mail ID	
4	REGISTRATION DETAILS	
a.	Goods and Service Tax Registration No. (GSTIN)	
b.	PAN No.	
c.	E.P.F. Registration No.	
d.	E.S.I. Registration No.	
e.	Labour License No.	
f.	Any other registration which is mandatory for such agencies stipulated by concerned authorities.	
5	DETAILS OF EARNEST MONEY DEPOSIT	
a.	Amount (Rs.)	
b.	Transaction Reference No.	
c.	Transaction Date	
6	TOTAL TURN OVER OF 03 PRECEDING FINANCIAL YEARS	
a.	F.Y. - 2020-21	
b.	F.Y. - 2021-22	
c.	F.Y. - 2022-23	
Average Annual Turn Over		

B. Detail of Experience of similar work during last 05 years, ending on March 31, 2023

Sl. No.	Name and address of the organization with name, designation and Contact Telephone / Fax No. of the Officer Concerned	Details regarding the Contract including total manpower deployed	Value of Contract (Rs.)	Duration of Contract		Is Completion Certificate attached? (Yes / No)
				From (DD/MM/YY)	To (DD/MM/YYYY)	
01						
02						
03						
04						
05						
Additional information, if any:						

(Please attach extra sheet if required in case of more experience)

Date:

Place

Signature of tenderer:

Name:

Company Seal:

SOLVENCY CERTIFICATE

(For Rs. 40.00 Lac)

(On Bank's letterhead)

Ref. No.:

Date:

TO WHOMSOEVER IT MAY CONCERNED

This is to certify that to the best of our knowledge and information, M/s -----
----- (Bidder name with complete
address), a customer of our bank, is respectable and is capable of executing orders to the extent of
Rs. ----- (Rupees -----)
as disclosed by the information and records which are available with us.

M/s ----- have been our customer since ----- to date
and has been granted the following limits, at present, against various facilities granted by the Bank:
-----.

This certificate is issued without any guarantee, risk or responsibility on behalf of the Bank or any
of its officials. This certificate is issued at the specific request of the customer for the purpose of
participating in RGIPT Tender Ref. No- RGIPT/JAIS/SHH/HCS/2023-24/01 dated 01.04.2024.

Signature of Authorized Person

Name: -----

Designation: -----

Date: -----

Bank's Seal:

Declaration regarding Blacklist / Debar / Integrity

(To be executed by bidder on Rs.10/- Stamp paper & attested by Public Notary / Executive Magistrate by the bidder)

This is to certify that _____ (Name of the organization), having registered office at _____
(Address of the registered office) has never been blacklisted or restricted to apply for any such activities by any Central / State Government Department /Semi Government department/ PSU/ Autonomous bodies or Court of law anywhere in the country.

Yours faithfully,

Signatures

Name of Contractor/Officer/Authorized person
to sign the contract documents on behalf of Contractor

(Company stamp)

Date:

Place:

DECLARATION

(To be executed by bidder on Rs. 100/- Stamp paper & attested by Public Notary / Executive Magistrate by the bidder)

1. I/we, Son/ Daughter of Shri.....Proprietor/Partner/Director/Authorized Signatory of M/s.....is/am competent to sign this declaration and execute this tender document.
2. I/we have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / We am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my/our tender at any stage besides liabilities towards prosecution under appropriate law.
4. I/we abide by the provisions of Minimum Wage Act, Contract Labour Act and other statutory provisions such as Employee Provident Fund, ESIC, etc. applicable from time to time. I/we will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.

I/we hereby agree to the forfeit of the Earnest Money Deposit and Performance Security by me/us in connection with this e-tender, if fail to comply with any of the terms and conditions mentioned in e-tender document.

Signature of Authorized Person

Full Name

Company's Seal

Date:

Place:

Note: The above declaration, duly signed and stamped by the authorized signatory of the company and should be enclosed with Technical Bid.

Annexure - V

CHECK LIST OF THE DOCUMENTS ATTACHED WITH THE TECHNICAL BID

Please confirm the enclosure of below listed documents without which tenderer may not be eligible to participate in the tender:

Sl. No.	Particular	Attached (Yes / No)
1	Proof of payment of EMD for an amount of Rs. 2,80,000/-	
2	Documentation support of contracts fulfilled in last 05 years along with their values in support of experience and financial credibility.	
3	Copy of Goods & Service Tax Registration Certificate	
4	Copy of PAN Card	
5	Copy of EPF Registration Certificate	
6	Copy of ESI Registration Certificate	
7	Copy of Registration Certificate under Central Labour Law Authorities.	
8	Audited Balance Sheet of last 03 years with Statement of Income & Expenditure Receipt/Profit & Loss account, etc. (F.Y. -2020-21, 2021-22 & 2022-23)	
9	Copy of Income Tax Returns (ITR) of last 03 years (F.Y. - 2020-21, 2021-22 & 2022-23)	
10	Any other registration/license which are mandatory for such agencies	
11	Solvency Certification as per Annexure-II.	
12	Non-blacklisting certificate as per Annexure - III	
13	Declaration as per Annexure-IV.	
14	List & quantity of material for 01 month (Without rate)	
15	Signed tender document (Scanned copy)	

Annexure - VI

FINANCIAL BID

HORTICULTURE SERVICES AT RGIPT JAIS, AMETHI

Name & address of the tenderer:

Sl. No.	Particular	Unit	Quantity	Rate/month (Rs.)	Total
1.	Manpower				
a.	Unskilled	No.	22	11258.00	247676.00
b.	Skilled	No.	01	12506.00	12506.00
Total					260182.00
c.	EPF @ 13%				33823.66
d.	ESIC @ 3.25%				8455.92
Total A					302461.58
2.	Material & Equipment Cost				
a.	Material cost (Monthly basis)				
b.	Equipment cost (Monthly basis)				
Total B					
Total C (A+B)					
3.	Profit margin in terms of percentage on Total C			%	
Total D (C + Profit Margin)					
4.	GST			%	
Total Amount (Total D + GST)					
In words:					

Note:

1. The profit margin should be quoted according to the notification Ref. No. F.6/1/2023-PPD dated 17.01.2024. The profit margin should not be quoted less than 3.85%.
2. L1 will be declared on the basis of Sl. No. 2a, 2b, 3 & 4.