



Kendriya Vihar-II Apartment Owners' Association
Community Centre-1, Kendriya Vihar-II, Plot No.3, Sector-82, Noida-201304, U.P.
(website: www.noidakv2.org ; E-mail: noidakv2@gmail.com ; Tel: 0120-2463700)

No.KV-II/Horticulture/2021-22

Dated : 23.02.2022.

Invitation of Tender Notice for Horticulture Services

Sealed and subscribed quotations are hereby invited on behalf of the President, Apartment Owners' Association (AOA), Kendriya Vihar-II, Sector-82, Noida for providing comprehensive Horticulture Services inside the Kendriya Vihar-II complex from reputed and registered horticulture service agencies with Office established in Delhi NCR and having at least 2 (two) years of experience in the relevant field. The Tenders shall be accepted up to 13th March 2022, Sunday by 12:00 hrs and same shall be opened on 13th March 2022, Sunday at 15:00 hrs in the Association Office in the presence of contractor or their authorised representatives, who intend to be present as per Terms & Conditions given at **Annexure-1**.

2. It is the responsibility of the contractor to prove his eligibility by submitting necessary documents along with the tender. Bidding against this "Invitation of Tender" does not automatically make an entity eligible for this tender. A tender from ineligible contractor will be rejected.

3. The AOA, KV -II, Sector-82, Noida reserves the right to accept the tender bid either in part or full without assigning any reasons thereto. Tenders in which any of the prescribed conditions are not fulfilled shall be rejected straight away.

4. The Contractor should deposit Rs.20,000/- (Rupees Twenty Thousand only) as earnest money (EMD) with the tender in the form of bank draft in favour of "KV-II AOA". The EMD of the unsuccessful contractors shall be returned after award of work to Successful Bidder. The successful bidder should deposit Rs.50,000/- (Rupees Fifty Thousand only) as security deposit in lieu of performance. Unsuccessful bidders will have to claim the EMD within a period of month from the date of opening of BID else the EMD will be forfeited. No interest shall be paid by the Association on the EMD for the above said period.

5. The offers submitted by the bidders will be evaluated on the basis of rates quoted by them for required number of gardeners, helpers and materials as mentioned in **Annexure-2**. The award of contract shall be subject to the fulfilment of eligibility criteria.

6. Interested Firms must submit bids in their official letter head giving relevant information as illustrated in **Annexure-2**.

7. The detailed Terms & Conditions and Scope of Work is attached at **Annexure-1** and **Annexure-3** respectively. The bidders are required to furnish acceptability of each and every terms & conditions by signing on each page of the Terms & Conditions enclosed at **Annexure-1**.

8. The bidder is advised to inspect all parks, lawns and other green areas within the KV-II premises so as to get a clear idea about the work involved. Any clarifications regarding the scope of work or any other information can be obtained from the office of AOA on working days.

9. The bidder can obtain the tender document from AOA, KV – II office on all working days (09:00am to 1:00pm and 3:00pm to 6:00pm) up to 12th March 2022 before 12:00 noon or download the Tender document from the website www.noidakv2.org, by depositing Rs.1000/- (Rupees One Thousand only) + GST in cash.

10. The estimated value of work is Rs. (Rupees only) per annum approximately.

11. The offer of the Tenderer must contain the following:

- a. Tender Performa duly signed and sealed by the Tenderer.
- b. List of existing Clients/Offices where Horticulture services are currently being provided by the Tenderer along with the value of each contract (Please attach copies of contracts).
- c. Copy of PAN/TAN No and Income Tax Returns of the last three years.
- d. GST Registration number.
- e. Registration Number of the Agency under the Company's Act 1956/Administration or any other Act for providing manpower.
- f. Licence and number under Labour Act (copy to be attached).
- g. Registration number with PF authorities (copy to be attached).
- h. Registration number with ESI authorities (copy to be attached).
- i. DD of Rs. 50,000/- (Rupees Fifty Thousand only) as EMD.
- j. Agency's profile.
- k. Affidavit -
 - i. That the Tenderer of the bidding firm is not involved in any criminal case.
 - ii. That the tenderer of the bidding firm is not black listed from any Government Office.
 - iii. That the credentials submitted by the tenderer for this tender (duly self-attested) are genuine
- l. Past performance of the firm for the last 3 years duly authenticated by Competent Authority.



(Dr. Mohd Azeem Khan)
Secretary, BOM, AOA

Horticulture Services in KV – II, Sector-82, Noida

Terms & Conditions

- 1. Personnel :**
- 1.1 The Contractor shall provide comprehensive horticulture services in the KV-II complex by deploying 12 full time (09:00 to 17:00 hrs) employees comprising one (1) Supervisor and eleven (11) Gardeners (Malis).
- 1.2 The Contractor shall provide horticulture services in the KV-II Complex on all seven (7) days of the week during normal working hours (9:00am to 17:00pm).
- 1.3 The Contractor shall ensure that leave reserve personnel are arranged quickly without any loss to horticulture work.
- 1.4 The gardeners (Malis) deployed by the Contractor must have basic knowledge of maintaining green areas including cutting, sowing seeds of seasonal flowers and planting seedlings, growing plants in the KV-II Nursery, watering of green areas etc.
- 1.5 The Supervisor deployed by the Contractor must be qualified for such job having at least three (3) years of experience in supervising horticulture related work mentioned in the Scope of Work and basic knowledge of landscaping. He shall plan all the Horticulture related work in advance and oversee its implementation to the satisfaction of AOA, KV-II.
- 1.6 The Supervisor shall maintain regular liaison with the Horticulture In charge of AOA and be available in the KV-II on daily basis.
- 1.7 The Contractor shall furnish to the AOA, the complete details of the personnel employed by him for horticulture job in the KV-II complex, including the Name, Photo, Residential and Permanent Address along with Police Verification document before actual commencement of the services.
- 1.8 The Supervisor and the personnel deployed for horticulture job shall wear Uniform or Jacket as approved by the AOA and wear Photo ID card indicating Name of the Employee, Firm's Name & Address for identification purpose of the KV-II Complex. The cost of the Uniform/Jacket and Photo ID shall be borne by the Contractor.
- 1.9 The Contractor shall ensure that all rules and regulations as stipulated under the Payment of Wages Act, Employees State Insurance Scheme (ESIS), Employees Provident Funds Act (EPF), Child Labour Act, Laws of prevention of Sexual harassment at workplace etc., or other Statutory Rules and Regulations applicable with regard to performance of this work are fully adhered to and no infringement on this account is caused directly or indirectly.

1.10 The Contractor shall submit a monthly report containing the details of EPF & ESI deducted and credited into Individual's account with appropriate and/or concerned department as a proof for release of their monthly payment. If it is noticed at any stage that EPF & ESI of any individual has not been credited properly, the AOA, KV-II will not take any responsibility for this lapse. The Contractor will bear all the consequences, whatsoever, of the same.

1.11 TDS will be deducted as applicable.

1.12 The Contractor must provide at least two (2) personnel who will be experts in their field. Their deployment in Horticulture work in KV-II will be finalised by AOA after personal talk with them about their experience in the area of plantation of flowers of all seasons, trees, plants of all kinds, parks with greenery in a neat and clean manner, cutting and shaping of grass, hedges etc.

2. Materials :

2.1 The Contractor shall purchase all materials required for the maintenance of green areas in KV-II providing PVC Pipes, Manures and Fertilizers, Pesticides, Seeds, Plants & Shrubs, Flower Pots etc., with the approval of competent authority of BOM, KV-II as proposed by In Charge Horticulture, AOA, KV-II.

2.2 All the required material will be purchased by the Contractor in the presence of the Authorised Person by AOA, KV-II. The purchased material will be kept in the store of AOA under the supervision of In Charge Horticulture and will be issued on the requirement basis to the Supervisor by the Authorised Person of AOA, KV-II.

2.3 The cost of such materials procured for Horticulture services every month shall not exceed the total agreed amount (Rs.10,000/-) meant for such materials. All materials so procured shall be the property of AOA, KV-II.

2.4 The Contractor shall maintain a Stock-Register of materials indicating date of the purchase, use of consumables and wear & tear. The Stock-Register shall be verified by the In Charge Horticulture Department from time to time.

2.5 All machines, tools and implements used for the Horticulture Services (including grass cutting machines, scissors etc.) shall be provided and maintained by the Contractor.

3. Period of Contract:

3.1 This Contractor with the AOA shall be valid for a period of one (1) year from the date of signing of the contract. The Contract period can be extended for further period by mutual consent and on the basis of satisfactory performance of the firm during period of contract. The contract value will remain firm throughout the period of contract.

3.2 The AOA shall have the right to terminate the Contract with one-month prior notice if the performance of the contractor is not found up to the mark as per the contract agreement.

4. Payment Terms :

- 4.1 The Contractor shall generate bills (including of ESI, PF accommodation details) on monthly basis 4th date of every month, enclosing attendance sheet, bills of material procured and work done report vice-versa targets set for the month.
- 4.2 Payment to the contractor shall be through A/C payee cheque after proper verification of bills and ensuring satisfactory completion of work. Tax and surcharge as per rules in force shall be deducted.
- 4.3 The Contractor shall indicate the cost of materials separately and its payment shall be on actual basis subject to the maximum ceiling.
- 4.4 The AOA, KV-II, Sector-82, Noida shall have the right and be entitled to withhold payment to the contractor in case of any breach of terms & conditions of the agreement.

5. Performance/Security Deposit:

- 5.1 The Contractor shall furnish a **Performance/Security Deposit** of Rs.50,000/- (Rupees Fifty Thousand only). The EMD deposited by the Contractor at the time of bidding shall be adjusted against **Performance/Security Deposit**. This amount shall be refunded to the Contractor on satisfactory completion of contracted service or as and when the contract is terminated after settling any loss or damage of KV-II property.
- 5.2 It will be obligatory on the part of the Contractor to maintain the contract for a minimum period of one year at the quoted rates. Any termination of the contract on the part of the contractor shall make him liable to forfeiture of Performance/Security Deposit.

6. Penalty:

- 6.1 In case the Contractor fails to provide the services as per Terms & Conditions of the Contract, He shall be imposed a financial penalty/compensatory damage. The penalty shall be decided by the AOA on the basis of loss of horticulture assets.
- 6.2 There should not be any negligence in providing personnel less than the figure quoted in the Contract, otherwise, double amount of the wages of each day will be deducted from the Contractor.

7. General :

- 7.1 The Contractor shall prepare a comprehensive work schedule for every month keeping in view the Scope of Work as mentioned at **Annexure-3** and other requirements and submit the same to the In Charge, Horticulture Department in advance. He shall also periodically brief the In-Charge of Horticulture about the work being done by him and his plans to improve it further.

- 7.2 The Contractor shall ensure proper maintenance of submersible pumps, hydrants and other assets of KV-II installed for Horticulture purposes.
- 7.3 The Contractor as well as the Supervisor shall ensure that deliberate wastage of water, electricity and misuse of any other facilities of AOA, KV-II by their personnel is avoided.
- 7.4 The waste collected from the green areas of KV-II shall be taken away without any delay and disposed of suitably to the authorized dumping locations outside the periphery/campus three times on daily basis. The Contractor shall make necessary arrangements in this regard by arranging rickshaw or trolley to collect waste. The cost of maintenance of rickshaw or trolley will be borne by the Contractor.
- 7.5 The Contractor shall maintain a register for complaints related to works assigned to him and shall attend them on the same day or within a reasonable time depending up on the nature of work to the Best Satisfaction of the AOA, KV-II.
- 7.6 The Contractor shall be sole responsible for any case of casualty/ injury of the personnel provided by the Agency to work in the KV-II Campus, Sector-82, NOIDA. Under no circumstances, any amount of compensation would be paid / provided to the Personnel by BOM, AOA, KV-II in this regard.

8. Arbitration:

- 8.1 Any dispute and/or difference arising out of or relating to this contract will be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the joint discussions, then the matter will be referred for adjudication to a sole Arbitrator. In this case, the President, BOM, AOA, KV-II will be the sole Arbitrator. The venue of the arbitration shall be KV-II, Sector-82, Noida. The language of the arbitration shall be English.
- 8.2 The Award of the sole Arbitrator shall be final and binding on all the parties. The Arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as mentioned from time to time.
- 8.3 The cost of the Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the Arbitration proceedings and currency of Contract, the Contractor shall not be entitled to suspend the work/service in KV-II to which the dispute relates on account of the Arbitration and Payment to the Contractor, shall continue to be made in Terms of the Contract.

9. Jurisdiction of Court :

The Courts at Gautam Budh Nagar shall have the exclusive Jurisdiction to try all disputes, if any, arising out of this agreement between the Parties.

SCOPE OF WORK

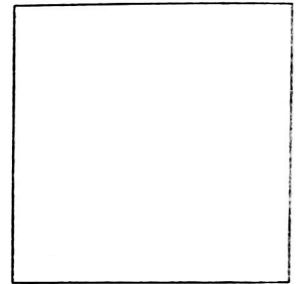
- ✓ The Contractor shall plan and undertake jobs to improve overall aesthetics of the complex by planting new trees, shrubs, ground covers etc whenever is required.
- ✓ The Contractor shall grow seasonal flowers in the Nursery of KV-II and plant them at suitable places at least twice a year (Summer and Winter).
- ✓ The Contractor shall prune trees, plants, shrubs, hedges, ground cover etc., and lay grass whenever and wherever is required.
- ✓ The Contractor shall arrange/procure manures, fertilizers, plants, shrubs, PVC Pipes and other materials to properly maintain the green areas of KV-II complex as per requirement.
- ✓ The Contractor shall procure and sprinkle pesticides on the plants & shrubs from time to time as per the requirement.
- ✓ The Contractor shall arrange for regular watering of plants, shrubs, ground cover, grass etc in the green areas of KV-II Complex.
- ✓ The Contractor shall keep Parks, Lawns and other green areas clean by sweeping and weeding out unwanted plants.
- ✓ The Contractor shall make arrangement for proper operation of submersible pumps and other outlets installed in the KV-II complex for Horticulture purpose.
- ✓ The Contractor shall keep the tools & implements used for Horticulture services in running condition by routinely maintaining and servicing them.
- ✓ The Contractor shall maintain a register for the complaints to works assigned to him and attend the complaints within reasonable span of time to the Best of satisfaction of the KV-II Residents.

Annexure-2

Tender Proforma for Horticulture Services

(To be submitted in official Letterhead of the Tenderer)

Company / Agency's Details :



1. Name of the Registered Firm :
2. Complete Office Address and Telephone/Mobile Numbers :
3. Proprietor's Name and Telephone/Mobile Numbers :
4. Name and Telephone/Mobile of Contact Person :
5. Email ID :
6. Registration No. under Company's Act 1956 :
7. GST Number :

8. Licence Number under :
Contract Labour Act 1970

9. PAN/ TAN number issued by :
Income Tax Department

10. Copies of previous three years :
Income Tax Returns

11. Provident Fund Account No. :

12. ESI Code No. :

13. Details of BID Security/Earnest :
Money Deposit(EMD)

(a). Amount :

(b). DD/Pay Order/Bank :
Cheque No.

(c). Date of issue :

(d). Name of issuing Bank :

13. Name, Address and Telephone numbers of existing clients where Horticulture services are currently being provided by the Tenderer/Contractor. (A separate sheet may be attached).

14. Financial Proposal :

(i). Suggested number of gardeners (Malis) to be employed for Horticulture Services and Wages thereof -

Type of Personnel	Required Number	Rate per head per month in Rs.	Total
Supervisor	1		
Gardeners (Malis)	11		
18% GST	---		

Grand Total	---		
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Note: Rate/Wage per head per month quoted will be as per existing minimum wages rates of State Government and shall be inclusive of EPF and ESI contributions.

(ii). Estimated cost of Materials :
(PVC Pipes, Pesticides,
Manures & Fertilizers, Seeds,
Plants and Shrubs) for providing
Horticulture services, per month

16. Any other information :

17. Declaration by the Bidder :

This is to certify that I/We _____
before signing this tender have read and fully understood all the Terms and
Conditions contained herein and undertake myself/ourselves to abide by them.

Date:

(Signature of the Bidder)

Name and Address:

(With Seal)