



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: 0120-463700)

No.KV-II/AOA/HORT/27/2023-24/1

Dated: 13 May 2023

Notice for Inviting Tender (NIT) for Horticulture Services

1. Scaled and subscribed quotations are hereby invited in two bid system (i.e. Technical and Financial) on behalf of President , Board of Management (BOM), Apartment Owner's Association (AOA), Kendriya Vihar-II, Sector-82, Noida for providing comprehensive Horticulture services inside the Kendriya Vihar-II complex from reputed and registered Horticulture Agencies with offices established in Delhi, NCR. They should have at least three years of experience in the relevant field.

2. The bidders can obtain the Tender document from the office of AOA, KV-II from 15.05.2023. to 24.05.2023 .on all working days (1000 Hrs to 1600 Hrs) by depositing Rs.1000/- (Rupees One thousand only) +18% GST in cash/online (non-refundable). Tender Documents can also be downloaded from KV-II's website www.noidakv2.org for which the bidding agency will have to pay the document charges of Rs.1000/- (Rupees One thousand only) with 18% GST extra in the form of a crossed Demand Draft/Pay Order drawn in favor of "KV-II, AOA " and the same will be attached with the tender document at the time of submitting the same. Last date for submitting the tender document is 25.05.2023.

3. It is the responsibility of the Contractor to prove his eligibility by submitting necessary documents along with the Tender to make an entity eligible for this Tender. Tender from ineligible contractor will be rejected.

4. The AOA, KV-II, Sector-82, Noida, reserves all the rights to accept the tender bid either in part or full; or to reject the tender either in part or full without assigning any reasons thereto. Tenders without prescribed conditions shall be rejected straight away.

5. The contractor shall 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 the work to the successful bidder. Unsuccessful bidders have to claim the same within a period of 30 days from the date of award of the Contract. The Association will not pay any interest on the EMD for the above said period. The successful contractor should deposit Rs.50,000 (Rs.20,000 of EMD & Rs.30,000 extra) as part of the Security Deposit in lieu of performance.

6. The bidders are to submit two separate sealed envelopes one containing technical parameter and the other containing financial offer marked as technical Bid and other as Financial Bid. Both the bids are to be placed in single sealed envelopes with the

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title "Bid for providing comprehensive Horticulture services in Kendriya Vihar-II, Sector-82, Noida"

7. The offers submitted by the bidders will be evaluated on the basis of technical bid submitted by bidder in Annexure-I. On the basis of qualifying the technical bids Financial bids (Annexure-II) will be opened and successful bidders are to be decided on the basis of lowest rate. The award of contract shall be subjected to the fulfilment of eligibility criteria
8. Interested firms must submit bids in their Official Letter head, giving relevant information.
9. The detailed Terms and Conditions and Scope of Work is attached at Annexure-III which each bidder should accept by signing with stamp on each page of the Terms and Conditions.
10. The bidder is advised to inspect all areas of KV-II complex including common areas to get a clear vision about the work involved.

The offer of the Bidder must contain the following:

- a. Tender Performa duly signed and sealed by the Tenderer.
- b. List of the existing Clients, where Horticulture Services are currently being provided by the Tenderer along with the value of each contract.
- c. Copy of PAN/TAN Number.
- d. Copy of GST Registration Number and Registration Number of the Agency under the Company Act 1956 / Administration or any other Act for providing manpower.
- e. Copy of Registration Number with Provident Fund (PF) Authorities.
- f. Copy of Registration Number with ESI Authorities.
- g. Work performance report of last three years to be submitted alongwith completion certificate of completed contracts.
- h. CA Certifiacte indicating Turn Over of last three years
- i. Affidavit on Non-Judicial Stamp Paper of Rs.100/- of the following:
The Tenderer of the bidding firm is not involved in any criminal cases.
The Tenderer of the bidding firm is not black listed in any Government Offices.
The Credentials submitted by the Tenderer for this tender (duly self-certified) are genuine.
- j. Copy of ITR for the last three years.


(Dr. Lokesh Kumar Sinha)

Secretary, BOM

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Technical BidANNEXURE-ITENDER FORM FOR PROVIDING HORTICULTRE SERVICES IN
KV – II, AOA SECTOR – 82 NOIDA

Affix duly
Attested
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1	Names, address of firm /Agency/ Company and Telephone Numbers.	
2	Name, Designation, Address and telephone No. of authorized person.	
3	Please specify as to whether Tenderer is sole proprietor/ Partnership firm/Private or Limited Company.	
4	Name, Address and Telephone No. of Directors/partners with Agency's Profile	
5	Registration No. under Company's Act. 1956	
6	GST No.	
7	PAN/ TAN issued by Income Tax Department and copies of previous three years Financial Year's Income Tax Return.	
8	Provident Fund Account No	
9	ESI Code Number	
10	. Details of Earnest Money deposited:	
(a)	Amount	

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(b)	: Demand Draft/ Pay Order /Banker Cheque No	
(c)	. Date of issue:	
(d)	Name of issuing Bank	
13	Name, Address and Telephone Numbers of Existing Clients with no of workmen (Separate sheet can also be used to give this information)	
14	Documents supporting past performance of the bidder for last three years	
15	Turnover of the Bidder for last three years certified by CA (Minimum Turnover to be Rs.30.00 lacs per year)	
16	ITR for last three years	
17	<p><u>Declaration by the bidder:</u></p> <p>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.</p>	

(Signature of the bidder)
Name and Address
(With seal)

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ANNEXURE - IIFinancial BID

(a)	Suggested number of persons to be employed for Horticulture services and wages thereof.			
	Type of Personnel	Required Number	Rate per Head, per Month (Rs)	Total
	Gardeners/workers	14 01 Supervisor		
(b)	Estimated cost (in Rs.) in respect of materials for Horticulture services per month.			
(c)	Total Contract Value (per month net payment to the AOA.)			
(d)	Other details Name, Address and Telephone numbers of Existing Clients (Attach as a Separate sheet)			
	Cleaning of covered drains as and when required (to prevent water logging etc) by employing additional labour.			

Date :

Signature of the Tenderer

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Annexure-IIIHorticulture Services in KV – II, Sector-82, NoidaTerms & Conditions**1. Personnel :**

- 1.1 The Contractor shall provide comprehensive horticulture services in the KV-II complex by deploying 15 full time employees comprising one (1) Supervisor and eleven (14) 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.

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- 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 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 :

Handwritten signature and date:
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4.1 The Contractor shall generate bills on monthly basis by 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.

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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/ death 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. Arbitration proceedings will be held at KV-II, Sector-82, NOIDA, Gautam Budh Nagar only.

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.

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SCOPE OF WORK

1. 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.
2. 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).
3. The Contractor shall prune trees, plants, shrubs, hedges, ground cover etc., and lay grass whenever and wherever is required.
4. 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.
5. The Contractor shall procure and sprinkle pesticides on the plants & shrubs from time to time as per the requirement.
6. The Contractor shall arrange for regular watering of plants, shrubs, ground cover, grass etc in the green areas of KV-II Complex.
7. The Contractor shall keep Parks, Lawns and other green areas clean by sweeping and weeding out unwanted plants.
8. The Contractor shall make arrangement for proper operation of submersible pumps and other outlets installed in the KV-II complex for Horticulture purpose.
9. The Contractor shall keep the tools & implements used for Horticulture services in running condition by routinely maintaining and servicing them.
10. The Contractor shall make suitable arrangements for disposal of horticulture waste.
11. 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.

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