

Tender Document

For

Horticulture Maintenance Work

At

**Punjab National Bank Institute of Information
Technology**

**Vibhuti Khand, Gomti Nagar,
Lucknow-226010.**

Tender Notice

PNBIIT, an autonomous body, a registered society under Society Act,1860, the premier Institute in IT Training and set up by Punjab National Bank, invites sealed tenders from eligible parties as per our prequalification norms, (hereinafter contracting firms/contractors) engaged in business of Horticulture Maintenance Work for **at least five years** for providing **Horticulture Maintenance Work** in the Institute situated in Vibhuti Khand, Gomti Nagar, Lucknow.

Tender documents may be collected from the Sr. Manager (Administration), PNBIIT, Vibhuti Khand, Gomti Nagar, Lucknow on any working day between 10:00 hrs. to 17:00 hrs. on or before 12.12.2009 against payment of Rs.2000/- through crossed demand draft in favour of PNBIIT Lucknow, payable at Lucknow (non refundable). The duly filled tender documents may be submitted latest by 14.12.2009 upto 3 pm. The scope and other details of the contract are given in the annexures. The same can also be downloaded from Institute's website www.pnbiit.com. In case the tender documents are downloaded from Institute's web site, the bidder has to pay the cost of tender documents through demand draft at the time of submission of the tender. No application form will be accepted without paying tender documents fee. Applications not satisfying the procedures prescribed in the Tender documents and /or received without earnest money deposit and /or received without signed copy all the terms and conditions of this tender application in token of acceptance thereof **shall be treated invalid and rejected summarily.**

The Institute reserves the right to reject any or all offers without assigning any reason thereof.

1. Procedure for Submitting Tender

The tenders are to be submitted in one envelope containing two separate sealed envelopes mentioning thereon the **envelop no.1** and **envelop no. 2** and contents as indicated below:

1.1 Envelop number-1 (Pre-qualification Bid/ Technical Bid)

Cover forming part-I of the Tender shall be superscribed with words **Tender for Horticulture Maintenance Work at PNBIIT (Pre-Qualification Bid)**”on the format of pre-qualification bid.

Envelope number-1 must contain crossed demand draft of Rs. 50,000/- (Rs. Fifty thousand only) towards earnest money in favour of PNBIIT, Lucknow along with the duly filled up tender documents and signed by the tenderer on each page after affixing rubber stamp of the firm/company. Any cutting should also be authenticated by the tenderer / authorized signatory of the firm against his/her full signatures.

Signatures of Contractor / Authorised signatory

1.2 Envelop Number-2 (Commercial Bid)

Sealed cover forming part-II of the Tender shall contain **rates / price for the services** which should be super scribed with words “**Tender for Horticulture Maintenance Work at PNBIIT (Commercial bid)**” on the format of **PART –II, commercial bid** as provided with the tender documents. It must be signed by the tenderer / Authorized Signatory of the firm after affixing rubber stamp of the firm/company without which the tender will be rejected.

Both the Sealed covers containing **part-I** and **part-II** shall be put in another third envelop and sealed properly super scribing the words “**Tender for Horticulture Maintenance Work at PNBIIT**” addressed to the Chief Manager (Admin.), PNBIIT, Lucknow-226010) and dropped in tender box at the Admin. Department of the Institute **on or before 14.12.2009 upto 3 pm.**

- (i) Any tender received after the prescribed time will not be accepted / considered for opening.
- (ii) All concerned may note that only part-I of the Tender shall be opened at **1700 hrs. on 15.12.2009** for pre-qualification of the Contracting firms. Part-II of the Tender will be opened on the date and time to be notified later in respect of only those Contracting firms, which satisfy the prescribed prequalification norms.

1.3 Definition In the documents unless mentioned or expressed clearly, the terms Bidder or Contractor, Tenderer Institute PNBIIT would have meaning as below:

- a. **Bidder, Tenderer, Contractor or Contracting Firm**: the Contracting firm, participating and quoting for the Tender.
- b. **PNBIIT, Institute**: Punjab National Bank Institute of Information Technology, Vibhuti Khand Gomti Nagar, Lucknow.

1.4 Schedule of Tender

- (i) Date of tender notice23.11.2009/ 24.11.2009
- (ii) Last date of issuance of tender forms.....12.12.2009
- (iii) Last date for submission of tender14.12.2009 upto 3 pm.
- (iv) Date and time of opening of Technical /Prequalification Bid.. **15.12.2009 at 5 pm.**
- (v) Venue of opening of tender. ***PNBIIT, Vibhuti Khand, Gomti Nagar, Lucknow.***

1.5 Signing of contract The successful bidder shall be required to enter into a contract with the PNBIIT within 15 days of the award of the tender or within such extended period as may be specified by the Director of the Institute. The Contractor needs to intimate the Institute about acceptance of all the terms and conditions in the work order in writing duly signed by Contracting firm / Contractor or their authorized signatory.

For any further details/clarifications one may contact Mr. Deepak Singhal, Sr. Manager (Admn.) at PNBIIT, Vibhuti Khand, Gomti Nagar, Lucknow-226010 (Telephone No.2721173, 74) (Email: bankingtech@pnbiit.co.in)

Signatures of Contractor / Authorised signatory

2. Eligibility Criteria for Pre-qualification

The contractor should have been in the business of **Horticulture Maintenance Work** at for least last 5 years with an annual turnover in **Horticulture Maintenance** business alone of at least **Rs.15 lakh** (Rs. Fifteen lac only) each year during the last three years. In support of the above, the contracting firm should furnish the following documents along with Prequalification bid. (Envelop-I)

(a) Profile giving complete details about the firm, including period for which it is in the business, duly signed by an authorized person(s).

(b) Annual accounts of the firm for last three years duly certified by the auditor.

- 2.1** Contractor Firm / Contractor should have at least 5 years satisfactory experience of providing **Horticulture Maintenance Work in** /Reputed Hotels / Guest Houses/ Training Centres / PSUs / Central / State Govt./ Industries. Certificates from the clients regarding the quality and duration of services rendered during the last 3 years shall also be furnished.
- 2.2** Contractor Firm / Contractor should have staff having professional qualifications in **Horticulture Maintenance Work.**
- 2.3** The track record of the contracting firm/contractor should be clean and should not have any involvement in illegal activities or financial misappropriation / frauds etc. Tenders must be accompanied by declaration on the letter head of the contracting firm and duly signed by an contractor / authorized person (**As per annexure-I**).
- 2.4** The Contracting Firm / Contractor should deposit Rs.50,000/- by means of a Demand Draft in favour of PNBIIT payable at Lucknow as Earnest Money Deposit(EMD) along with Part-I of the tender. The EMD shall not earn any interest. The EMD of the unsuccessful contracting firms would, however, be refunded only after finalization of the tender process.
- 2.5** **The authorized person of the Contracting firm / Contractor must put his signature in all the pages of the tender documents invariably in having accepted all the terms and conditions in respect of this tender work.**
- 2.6** The bidder must be registered with provident fund, ESI, Sales Tax / Central Sales Tax department and should have PAN / TAN from Income Tax Department.
- 2.7** The details of establishments (names, addresses, telephone no. etc.) where **Horticulture Maintenance Work** are currently being rendered/ have been rendered with value and period of the contract.
- 2.8** Certificates from the clients regarding the quality and duration of services rendered during the last 3 years shall also be furnished.
- 2.9** **Solvency Certificate** of value **Rs.5 Lac** from any Nationalised / Scheduled Commercial Bank should be submitted.
- 2.10** Any bidder / Contractor who is having criminal record is not allowed to participate in the bidding process. A declaration to this effect from contractor firm should be submitted.

It may be noted that tenders not accompanied by any of above documents will be liable for rejection.

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3. Check list for Pre-qualification bid (Part-I) for Horticulture Maintenance Work

Following Information is to be provided by the Contracting firm / contractor:

- 3.1 Name of the Contracting Firm / Contractor
- 3.2 Constitution/Memorandum and Article of Association duly certified.
- 3.3 Complete address of the Contracting Firm / Contractor.
- 3.4 Telephone, Fax & E-mail etc. of the Contracting Firm / Contractor.
- 3.5 Name(s) of the proprietor, partner(s)/Director.
- 3.6 Their address/telephone no.
- 3.7 Year of establishment.
- 3.8 Income Tax PAN / TAN no and copies of Income Tax assessment of last 3 years.
- 3.9 ST/CST registration no. and sales tax clearance for last 3 years.
- 3.10 Registration details of the Contracting Firm / Contractor.
- 3.11 Experience detail of establishment. Where **Horticulture Maintenance Work** are currently being rendered with value, for last 5 years period of Contract.
- 3.12 EPF No. (Attested copy of registration is required to be enclosed).
- 3.13 ESI No. (Attested copy of registration is required to be enclosed).
- 3.14 Documentary proof / audited/ certified copies of Balance sheet and Profit & Loss account for last 3 years.
- 3.15 Declaration on the letter head of the contracting firm that it has never been involved in any illegal activities. **(As per annexure-I).**
- 3.16 Demand draft of Rs.50, 000/- drawn in favour of PNBIIIT, payable at Lucknow towards earnest money deposit.
- 3.17 Solvency certificate of value Rs.5 lac from any nationalized / scheduled commercial Bank.
- 3.18 Ensure that Each page of this tender application has been signed by the contractor / authorized signatory at desired place in order to assure that they have read and gone through all the terms and conditions of the tender.
- 3.19 Certificates from the clients regarding the quality and duration of services rendered during the last 3 years shall also be furnished.
- 3.20 Both the technical and commercial bids be placed, sealed in two separate envelopes, and then both be kept in a single envelop as per the instructions contained in the para **“Procedure for Submitting Tender”**.

It may also be noted that tender not accompanied by any of the above information may be summarily rejected.

Signatures of Contractor / Authorised signatory

Part - 1

4. Technical Bid

1. Name of the Contracting Firm / Contractor :-----

2. Address of the Contracting Firm / Contractor with Telephone & Fax No. :-----

3. Year of Establishment :-----

4. Constitution of the Contracting Firm / Contractor (whether Company/Firm/Proprietorship) :-----

5. Name ,address and telephone numbers of Directors/Partners/Proprietor of the Contracting Firm / Contractor : (i)-----
(ii)-----
(iii)-----

6. Whether registered with the registrar of companies /registrar of firms. If so, Mention registration number & date :-----

7. Name and address of Banker(s) : (i)-----
(ii)-----
(iii)-----
- 8 Mention CST/ ST (**Sales Tax/ VAT Registration Number**) and Date and attach a copy. No.-----
Copy attached Not Attached
9. Furnish copies of VAT/ CST Clearance Certificate for last 3 years assessment. -----
Attached Not attached
10. Mention **TAN / PAN (Permanent Account Number)** and Copies of Income tax assessment & clearance Certificate for last three years. PAN No.-----
TAN No.-----
Copy Attached Not Attached

Signatures of Contractor / Authorised signatory

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11. Mention **EPF No.** and **ESI No.** : EPF No. -----
 (Copy of EPF and ESI no must be enclosed) ESI No. -----
 Copy Attached Not Attached
12. Details of turn over for last 3 financial years. 2006-07-Rs.-----Lac
 Attach Certified / Audited copy of accounts. 2007-08-Rs.-----Lac.
 2008-09-Rs.-----Lac
 Copies Attached Not Attached
13. Past Experience
Details of similar work done during last 5 years.
(Separate chart may be enclosed if more space is needed)
- | Name of Organization | Duration |
|----------------------|----------|
| ----- | ----- |
| ----- | ----- |
| ----- | ----- |
| ----- | ----- |
| ----- | ----- |
| ----- | ----- |
14. Declaration by the bidder on the letter head duly signed by himself or an authorized person as per **annexure-I**) -----
 Attached Not Attached.
15. Solvency Certificate of value Rs. 5 Lac. Bank Name-----
 from a Scheduled Commercial Bank. Branch -----
 Attached Not Attached.
16. EMD (earnest money deposit)details DD No.....Date.....
 Amount.....
 Bank Name.....
 Attached Not Attached.
17. Certificates from the clients regarding the quality and duration of services rendered -----
 during the last 3 years shall also be furnished. -----
 Attached Not Attached.

Verification

I / We verify that all details furnished above are true and correct to the best of **my/ our** knowledge and belief. **I / We** understand that in case of furnishing of any false information or suppressing of an material information, the bid shall be liable for rejection besides initiation of penal process by PNBIIT, as it deems fit.

Date
 Place.....

Signature of -----
 Contractor / Authorised signatory

Seal

Compliance of all the points mentioned in the technical bid shall stand for evaluation of technical bid of the tender.

Annexure-I

Date:

The Director,
Punjab National Bank Institute of Information Technology,
Vibhuti Khand,
Gomti Nagar,
Lucknow

Reg: Horticulture Maintenance Work - Declaration of non-involvement in any illegal activities.

I / We hereby declare that my firm M/S
.....has never been involved in any illegal
activities and never been charged for financial misappropriation/ fraud / embezzlement etc.
Nor any criminal case is pending against me / us, my / our firm in any court of law.

Signature_____

Authorised Signatory/ Signatories

(Seal of the contracting firm)

5. Covering Letter For tender

The Director,
PNBIIT, Vibhuti Khand,
Gomti Nagar,
Lucknow.

Date:

Dear Sir,

With reference to the tender invited by you for the following work of:

“Horticulture Maintenance Work” at the Institute

- i) **I/ we** do hereby offer to execute the work under contract at the respective rates mentioned in the commercial bid. **I/ we** have seen the site, understood the conditions of contract and **I/ we** agree to execute the work as per specifications,
- ii) **I / we** have deposited earnest money of Rs. _____/- (_____) by demand draft which amount is not to bear any interest.
- iii) **I/ we** do hereby agree that this amount of EMD shall be forfeited by you in the event of the tender is accepted and **I/ we** fail to execute the contract when called upon to do so.
- iv) **I/ we** understand that you are not bound to accept the lowest or any tender that you have received.

Tender submitted on _____

Yours faithfully,

Signature _____

Authorised Signatory/ Signatories

(Seal of the contracting firm)

6.A Scope of work-Monthwise (itemwise) Calendar For Execution Of Contract

S.No	Brief Description	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Comments
1	MAINTENANCE OF LAWNS	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
2	ENRICHMENT OF LAWNS	--	--	Yes	--	--	Yes	--	--	Yes	--	--	Yes	
3	SUPPLY OF COWDUNG MANURE	--	--	Yes	--	--	Yes	--	--	Yes	--	--	Yes	
4	UPROOTING OF WEEDS	**	**	Yes	**	**	Yes	**	**	Yes	**	**	Yes	
5	Dressing And Leveling	**	**	Yes	**	**	Yes	**	**	Yes	**	**	Yes	
6	MAINTENANCE OF HEDGES	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
7	DEVELOPMENT OF HEDGES	DEV. OF HEDGES SHALL BE TAKEN UP ON INSTRUCTIONS- Obtaining ADMIN./EXP. APPROVAL.												
8	MAINTENANCE OF TREES	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
9	PLANTATION OF TREES	DEV. OF TREES SHALL BE TAKEN UP ON INSTRUCTIONS- Obtaining ADMIN./EXP. APPROVAL.												
10	MAINTENANCE OF GR.COVERS	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
11	PLANTATION OF GR. COVERS	PLANTATION OF GROUND COVERS TO BE TAKEN ON INSTRUCTIONS- Obtaining ADMIN./EXP. APPROVAL.												
12	MAINTENANCE OF CREEPERS	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
13	PLANTATION OF CREEPERS	DEV. OF CREEPERS TO BE TAKEN UP ON INSTRUCTIONS- Obtaining ADMIN./EXP. APPROVAL.												
14	UPKEEP OF UMBRELLAS	--	--	--	--	--	Yes	--	--	--	--	--	--	
15	SUPPLY OF SWEET EARTH	TO BE PROCURED ONLY WHEN SPECIFICALLY REQUIRED BY LANDSCAPE DURING ENRICHMENT.												
16	SUPPLY OF UREA	**	**	Yes	**	**	Yes	**	**	Yes	**	**	Yes	
17	SUPPLY OF NEEM CAKE	**	**	Yes	**	**	Yes	**	**	Yes	**	**	Yes	
18	SUPPLY OF BONE MEAL	**	**	Yes	**	**	Yes	**	**	Yes	**	**	Yes	
19	SUPPLY OF STERA MEAL ETC	**	**	Yes	**	**	Yes	**	**	Yes	**	**	Yes	
20	SUPPLY OF PESTICIDES	**	Yes	**	Yes	**	Yes	**	Yes	**	Yes	**	Yes	
21	PREP. OF GROUND FOR SEASONAL FLOWERS	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
22	MAINTENANCE OF POTS-replacing CASUALTIES ETC	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
23	Placement of plants inside the office for decoration purpose	-	-	-	-	-	-	-	-	-	-	-	-	As and when required

** need based/ as & when required.

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Schedule-B

6.B Scope of Work, Manpower to be Deployed and Responsibilities of the Contractor For Horticulture Maintenance Work

- 6.1 Routine Maintenance, Leveling of the Grass with the help of Lawn Mower/ Power Mower as required. Cutting the edges to provide Picturesque Lawns. Pruning and Watering as per the requirements in various Climatic Conditions.
- 6.2 Watering should be done using sprinkler system to avoid the wastage and leakage of the precious natural resource.
Shaving off the Grass, making the Soil rich by addition of a 3 cm thick layer of **well decomposed cow dung manure**.
- 6.3 Fine leveling with the help of a 0.50 Tonne **garden roller** and **other garden implements**.
- 6.4 Production and maintenance of 1000 pots of seasonal flowers for decoration and beautification by using hybrid seeds / hybrid seedling. However pots as per need will be provided by the Institute.
- 6.5 In case of any new plantation, no extra cost will be paid for digging and excavation work.
- 6.6 The Lawns shall be thick, cushioning. The appearance should be **greeny** and **free from weeds**.
- 6.7 Mixing **neem cake, well decomposed cow dung manure, urea aldrex** as the **basal dressing**, wherever required.
- 6.8 Uprooting Weeds and Rank Vegetation so that campus is clean and free from distracting Weeds round the year. This includes area between the edge of Main Roads and Boundary Walls inside and outside the campus.
- 6.9 Providing support and grooming the shrubs.
- 6.10 Regular maintenance and upkeep of the Perennial plants in the campus.
- 6.11 Tying the **trees** to a 4' long Bamboo Stalk to ensure that the Trees grow straight.
- 6.12 Digging of the Pits by Khurpi, Pointed Khurpi etc. atleast twice a month to provide porosity in the Soil.
- 6.13 Periodical watering of the plants/trees/flower bed /grass bed/hedges etc.
- 6.14 Pruning and Cutting of the Plants as per **calendar on page no.10 (enclosed)**.
- 6.15 Deepening and Curing of the **pits**, regularly.
- 6.16 The maintenance schedule of the ground covers and creepers; includes digging up of the beds by Khurpi, pointed Khurpi, deweeding of **wild vegetation** round the year and mixing/ spreading of a 3 cm thick layer of **well decomposed cow dung manure**, atleast three times during the year to ensure healthy growth conditions.
- 6.17 The casualties amongst the ground cover plants, creepers and trees that occur during the maintenance period shall be replaced by the contractor at his own cost.
- 6.18 The contractor shall maintain the “material at site account” for plants, fertilizers, earthen pots, pesticides, manure etc. to sustain the supply and use in the campus.
- 6.19 The contractor shall maintain the record of the calendar of activities being undertaken by him/them w.r.t. horticultural maintenance and put up fortnightly report to the Institute for perusal and verification.

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Tender Document for Horticulture Maintenance Work

6.20 The contractor has to maintain sufficient number of plants to cater to the requirement of entire campus at the nursery maintained by him/them in side the Green House.

6.21 The quantities for Horticulture Maintenance Work of PNBIIT shall be inclusive of the existing developments and the likely additions which, in all, would approximately be as under:

- (i) Maintenance of Lawns 20,000 Sq.metre
- (ii) Maintenance of Trees/ shrubs/ creepers.....2000-2500 Sq.metre
- (iii) Maintenance of seasonal flower beds.....1000 Sq. metre
- (iv) Maintenance of Hedge.....3000 metre
- (v) Uprooting of weeds/ rank vegetation from undeveloped area.....7500 Sq.metre.
- (vi) Supply of Urea, Neem cake, bone meal, insecticides and pesticides (need based).
- (vii) Maintenance and nurturing of trees ----- 1000 nos.

6.22 For additional development in nearly 20% of the area over & above existing profile as mentioned in above point no. 6.21, the plantation of trees ,flower beds, Hedges, shrubs, ground covers and creepers will be done by the contractor as and when required. Cost of plants for additional area shall be borne by the Institute however, no additional labour charges would be paid to the contractor.

6.23 Staff To Be Provided

- a. Supervisor having professional qualification
(Minimum B.Sc. Horticulture / Agriculture)01 No.
- b. **Skilled gardeners** with min. 5 yrs experience
(Matriculate)04 Nos.
- c. **Semi / Unskilled gardeners** 03 Nos.
- TOTAL **08 Nos.**

6.24 Tools / Implements to be maintained by the contractor in the campus

- Mechanical Lawn Mower = 01 Nos.
- Power / Petrol mowers. = 03 Nos.
- ISI Electric Cable with suitable length to cover all area from nearby plug point = 03 Nos.
- Threaded pipe rolls for watering = 10 Nos.
- Spades (Phawras) = 06 Nos.
- Kudal = 02 Nos.
- Swords = 08 Nos.
- Khurpi = 08Nos.
- Pointed Khurpi = 08 Nos.
- Scissors for hedges Cutting = 04 Nos.
- Cycle Rickshaw = 01 Nos.
- Power Machine Sprayer = 01Nos.
- Secateurs = 01 Nos.
- Sprinkler =04 Nos.
- Sprinkler system =04 Nos.
- 0.50 Tonne Garden Roller =01 No.

Signatures of Contractor / Authorised signatory

Schedule –C

7. General Terms & Conditions: Horticulture Maintenance Work

- 7.1** The Contractor agrees and undertakes to render the specialized first class services at the Institute **as defined in the schedule – A and B** and also as per requirement and satisfaction of the Institute from time to time.
- 7.2** The contractor undertakes to obtain any license, permit, consent, sanction etc. as may be required or called for from/by local or any other authorities for doing such work. The Contractor undertakes to obtain such permission/license as may be required under the Contract Labour Regulation and Abolition Act, 1970. The contractor also undertakes to keep and renewed so obtained license, permission etc. from time to time. The contractor shall be responsible for any contravention of the local/municipal/other laws/rules/regulations.
- 7.3** The Contractor shall cause the work to be done by himself or through his men but the Institute shall have nothing to do with those persons nor would any of these persons have anything to do with the Institute in any manner whatsoever and the Contractor shall be liable for his own employees or worker and the contractor shall be solely responsible for the following:
- i)** The provision of payment of wages as per the provision of Minimum Wages Act or such act or other act or enactments in force from time to time.
 - ii)** The payment of periodic wages to the employees engaged by the contractor directly according to the law.
 - iii)** The payment of all benefits as admissible under different enactments to employees, including weekly rest / off day's leave, national holidays etc.
 - iv)** The payment of compensation under the Workman's Compensation Act in case injury or any other casualty to any of their employee during the course of employment and the Institute will not be liable and shall stand totally absolved of any liability in his behalf.
 - v)** The Institute shall not be liable to give any bonus to the workers of the contractor nor the workers will be entitled to claim any bonus and the payment of bonus to his workers shall be the entire responsibility of the contractor.
- 7.4** The contractor agrees and undertakes to bear all taxes, rates, charges, levies or claims whatsoever as may be imposed by the state/central Govt. or any local body or authority. The contractor agrees to furnish such proof of payments or compliance of the obligations including Registration Certificate, clearance certificate etc. as may be required by the Institute from time to time.
- 7.5** The contractor shall keep the Institute indemnified against all the claims and liabilities, if any, mentioned in clause nos. 7.2, 7.3, 7.4 & 7.28 of this schedule C.

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- 7.6 The contractor shall employ his staff as per list enclosed at **para 6.23 of point no. 6B (Schedule- B)**, who would be medically fit, neat, hygienic, tidy and well behaved and shall be provided with suitable uniforms in consultation with the Director of the Institute.
- 7.7 The contractor and all his employees shall at all time during the continuance of the agreement obey and observe all directions and instructions which may be given by the Institute concerning any aspect of Horticulture Maintenance Work.
- 7.8 In case the contractor assigns or sub-contracts this contract without written approval of the Institute or attempts to do so, the Institute shall have the right to terminate the agreement without giving any notice to the bidder.
- 7.9 The Director of the Institute shall be the sole authority to judge and decide about the quality of services provided by the contractor for performance and the obligations under the agreement and all the disputes and differences which shall arise either during or after the agreement period or matters, arising out of or relating to the agreement or payments to be made in pursuance thereof shall be decided by the Director of the Institute. The contractor hereby agrees to be bound by the decisions of the Director.
- 7.10 The E.M.D. (i.e.Rs.50000/-) submitted by the contractor in the pre-qualification bid, would be held by the Institute as Security Deposit and shall continue with the Institute in lieu of performance guarantee till the expiry of the agreement. The security deposit would be appropriated towards loss or damages of the properties of the Institute caused by the contractor or the amount of value of shortage or breakage in the items entrusted to the contractor or items under care taking with the bidder or any other liability of the contractor. No interest shall be payable by the Institute on EMD. The amount shall also be appropriable on deficiency in services or non-performance of contract or any part thereof.
- 7.11 The Institute shall have the right to withhold any reasonable sums from the amounts payable to the contractor under this contract, if the contractor commits breach of any of the terms and conditions to the satisfaction of the Institute as to payment of all statutory and other dues or compliance with other obligations.
- a. The agreement shall be terminated without notice on gross violation or by efflux of time. It may be terminated on account of un-satisfactory services by **two months** notice at the option of the Institute. The contractor shall also have the option to terminate the agreement after giving **two months** notice to the Institute.
- b. On termination of contract by the Institute for any reason whatsoever, the Institute shall be entitled to engage the services of any other person, agency or contractor to meet the requirements without prejudice to its rights including claim for damages against the contractor.
- 7.12 The contractor shall bear all the costs and expenses in respect of all charges, stamp duties etc, relating to this agreement.
- 7.13 Notwithstanding, anything contained herein before, it is agreed that the Director shall have the right to alter, modify and/or add such other terms and conditions considered necessary by the Institute and the Contractor in such case shall abide by the same.

Signatures of Contractor / Authorised signatory

- 7.14** The contractor shall be responsible for general cleanliness, hygiene of the portion occupied by the contractor.
- 7.15** The contractor shall maintain highest standard and quality in the services. The Institute shall also have the right to insist on getting any service of maintenance, which has already been performed if the same was not carried out to the satisfaction of the Institute.
- 7.16 Contract period.**
This agreement shall be enforced only for a period of **24 months** from the date of execution of the contract and may be extended for another **12 months** after a review of contractor's performance during this period of contract, on the same rates, terms and conditions. Expiry of the tenure of the agreement or on the termination of the contract for any reason whatsoever as per the terms and the conditions the contractor shall deliver the articles of other equipments or any other property of the Institute in his/ its possession
- 7.17 Electricity Consumption:**
The charges of electricity consumed for lights, fans and other electrical appliances in campus will be borne by the PNBIIT.
- 7.18 Water supply consumption:**
The water requires for horticulture maintenance work shall be supplied by the Institute. However any disruption or leakage in taps shall be brought to the notice of the PNBIIT in time to get the same repaired. The Contractor, however, shall abide by instructions as may be imposed/or as may be issued by appropriate Government/Civic authorities and Director, PNBIIT or any person authorized by PNBIIT in consumption of water and electricity.
- 7.19 Damage to other articles in the premises:**
The Contractor shall be responsible for any damage to the areas under their occupation. When such damage is in the opinion of the Institute is due to negligence or carelessness or any fault on Contractor's part or that of its Supervisor, Workmen or Agent, the Contractor shall be liable to pay to the PNBIIT such amount in respect of such damage as may be assessed by PNBIIT or any officer / staff authorized in this behalf. The Contractor shall be responsible to take care of such Items. The Institute will not be liable for its wear and tear and breakage/missing, if any.
- 7.20 Personal Supervision:** It will be the Contractor's responsibility to ensure that the obligations under the terms of this agreement are duly performed and observed by Contractor and the staff engaged by Contractor.
- 7.21 Complaints and Improvements:**
The Contractor shall carry out such improvements as may be necessary for ensuring satisfactory Horticulture Maintenance Service of the Institute by the Institute's Administration.

Signatures of Contractor / Authorised signatory

7.22 Penalty Clause

In case, at any stage, it is found / proved that poor quality of services are being rendered by the Contractor or the lawns, gardens and other areas are left unattended by the workers of the contractor or due to any other reason which they did not comply with as per the terms of the contract, the Institute would impose financial penalty of minimum Rs. 1000/- (which may be increased in the multiples of Rs. 1000/- depending upon the gravity of complaint / loss/ damage to the Institute) deducted from the Contractor's monthly bill for which the decision of Institute will be final and binding on the contractor.

7.23 Settlement of Accounts:

The bill may be submitted on monthly basis. The payments shall be made as far as possible, within 10 days of submission of monthly bills, subject to the bill being in order. While making such payment, PNBIIT shall make the following deductions:-

- Income-tax deduction at source as per the Govt. rules.
- The amount equivalent to any damages/loss etc. caused to PNBIIT by the workmen employees of the Contractor.
- Any other charges (penalties and other deduction etc.)

7.24 Summary Termination of the Contract:

In the event of instances of gross misbehavior, theft, burglary, moral turpitude, misuse of the Institute's property by the Contractor or by any staff of the Contractor or agent of the Contractor, PNBIIT may forthwith terminate this Contract summarily without any previous notice to Contractor and Contractor shall have no claim whatsoever against PNBIIT or any of its officers in consequence of such termination.

7.25 Contractor to vacate the Occupied areas on Termination/Expiry:

Immediately on the termination or expiry of this contract, the Contractor and its employees and agents shall peacefully vacate the premises and handover to PNBIIT all articles, equipment, furniture and fixtures belonging to PNBIIT and entrusted in its custody and shall remove all its stores and effects. In case of default, PNBIIT shall be entitled to enter into and take possession of the occupied areas or remove the stores or the effects wherever lying of the Contractor and to dispose of the same by sale or otherwise without being liable for any damage.

7.26 Failure to Exercise PNBIIT's rights:

Any omission on the part of PNBIIT at any time to exercise any of its rights under the terms of the Horticulture Maintenance arrangements shall in no way impair or affect the validity of the terms and the rights of PNBIIT to enforce its rights at any time subsequently.

7.27 Tenancy Rights:

Nothing herein contained shall be construed to create any tenancy in Contractor's favour of the occupied areas and premises and PNBIIT may of its mere motion effect the termination of this Horticulture Maintenance arrangement, re-enter and retake and absolutely retain possession of the occupied areas.

Signatures of Contractor / Authorised signatory

7.28 Licences and Registrations:

The Contractor should obtain the requisite license under Contract Labour Act (Regulation and Abolition Act,1970) and amended from time to time issued by the concerned Labour Department for running the establishment. PNBIIT shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments by the Contractor.

The Contractor shall register with the Registrar of concerned State Body and shall abide by State Labour/Government of India(ministry of Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract including Works Contract Act, Minimum Wages Act,1950 as amended from time to time, Payment of Wages Act,1935 as amended from time to time, as Provident Fund Act, ESI Act and such other Statutory Enactment, Rules and Regulations laid by the Government and local body in force, coming into force which may apply to this agreement. The Contractor shall indemnify the PNBIIT against risks and damages arising out of the default on the part of Contractor due to negligence or non-compliance of any of the aforesaid rules, regulations etc. laid down by the Government and other statutory authorities from time to time.

The Contractor shall comply with all requirements of law with regard to the provision of labour and ensure that an appropriate license from State Assistant Commissioner is obtained. It shall be the responsibility of the Contractor for furnishing necessary Statutory information/documents in proof of the above whenever called for by PNBIIT.

In case of any labour problems related to the workmen staff of the Contractor, the same will be settled at the Contractor's end only.

7.29 Disputes Resolution:

All questions, disputes and /or difference arising under or in connection with this agreement or in any way touching or relating to or concerning the construction, meaning or effect or the terms herein, shall be referred to the sole arbitration of PNBIIT or to the sole arbitration of the Officer who for the time being is entrusted whether or not in addition to other functions, with the functions of PNBIIT by whatever designation shall offer may be called hereinafter referred to as the said officer and if PNBIIT or the said officer is unable or unwilling to act, the sole arbitration of some other person appointed by PNBIIT or the said Officer and willing to act as such arbitrator. The Contractor has no objection to any such appointment to the effect that the arbitrator so appointed is PNBIIT's own Officer or that he was a part to the contract or that he had to deal with matters which relate to this arrangement or that in the course of this duties as such Officer he had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator so appointed shall be final and binding. All disputes shall be jurisdiction of courts of District Lucknow only.

7.30 The Contractor must ensure that his entire staff observe cleanliness and are properly dressed in clean uniform with prescribed identity cards during service hours. *The Contractor shall incur the cost of uniform and I-Card to his employees.*

7.31 The Contractor should take all precautionary measure to ensure the safety of his workmen and the Institute shall not be responsible in case of any eventuality.

Signatures of Contractor / Authorised signatory

Tender Document for Horticulture Maintenance Work

- 7.32** The PNBIIT reserves the right to reject any particular workman/staff employed by the Contractor under contract with it without assigning any reason thereof. Such staff will have to leave the campus at short notice and will be replaced by the suitable substitute.
- 7.33** The Contractor shall furnish a detailed list of his employee's alongwith their addresses, photo identity to the Campus Supervisor and Manager (Admn.) of the Institute. The contractor should get conducted police verification of all the personnel engaged for execution of this contract and shall furnish records to PNBIIT as and when desired by the later.
- 7.34** Any change in staff of the Contractor must be informed to the campus supervisor and the Manager Administration of the Institute.
- 7.35** The workmen/staff engaged by the Contractor shall not have any right/claim over the facilities enjoyed by PNBIIT employees, participants etc.
- 7.36** Annual maintenance of the equipments provided by the Institute to the contractor will be Institute's responsibility.
- 7.37** The Contractor shall not be allowed to carry away any material/item out of the campus. Accommodation shall not be provided by PNBIIT to the staff of the Contractor.
- 7.38** The Contractor shall co-operate with the other Contractors working in the campus.
- 7.39** The disposal of leftover leaves will not be dumped anywhere in the campus and will be disposed off outside the campus properly on daily basis without fail.
- 7.40** For the purpose of conducting this Horticulture Maintenance Work the staff deployed shall be of good health and character. They should also possess quality of pleasant behaviour, obedience and should be non-smoker / Non-Gutkha / Pan chewer.
- 7.41** The onus of arranging instruments/ equipments pertaining to maintenance of horticulture work in the Institute will rest on the contractor. The periodical maintenance of the instruments/ equipments/ appliances will be carried out by the contractor and the Institute has no role to play.
- 7.42** Any cutting of the trees or deforestation work in respect of living trees should not be done at all, otherwise contractor will be liable for penalty including punishment under legal provisions of the state.

Signatures of Contractor / Authorised signatory

Part-II

Commercial Bid (Consists of 1 page)

(Rates quoted in this bid must be inclusive of all taxes and the service tax at existing rate)

The Director,
Punjab National Bank Institute of Information Technology,
Vibhuti Khand
Gomti Nagar
Lucknow.

Reg. Tender for Horticulture Maintenance Work, – Commercial Bid.

Sir,

This has reference to your tender for **Horticulture Maintenance Work**, followed by my technical bid. I have read all the terms and the conditions as stipulated in the technical and commercial bids. I am ready to execute the stamped agreement as per the terms mentioned in **Schedule –A, B and C** of the tender. I confirm that I fulfill the eligibility criteria of this tender as stipulated by you.

I offer my rates as under which is being quoted inclusive of all taxes and service tax at existing rate:

<u>Nature of work:</u>	<u>Rate per month</u>
Horticulture Maintenance Work,	Rs. _____
(Amount in words Rs. ----- -----)	

Signature of the bidder / Contractor

Date -----

Place -----

Seal