

**NATIONAL INSTITUTE OF UNANI MEDICINE**  
Kottigepalya, Magadi Main Road, BENGALURU-91

---

# **TENDER FORM**

## **HERBAL GARDEN MAINTENANCE**

**2018-19**

**CONDITIONS OF TENDER  
FOR HERBAL GARDEN MAINTENANCE AT  
NATIONAL INSTITUTE OF UNANI MEDICINE,  
KOTTIGE PALYA, MAGADI MAIN ROAD,  
BENGALURU- 560 091.**

**LAST DATE OF RECEIPT OF TENDER: 28.02.2018 (up to 03:00 P.M)**

**PRICE OF BID DOCUMENT ₹ 2,000/- + 12% GST**

## **FACE SHEET ACCOMPANYING THE TENDER SCHEDULE**

- 1. Name and full Address of Contractor to whom the Schedule is issued. :**
- 2. Cost of Tender schedule : ₹ 2000/- + 12% GST**
- 3. Last date for submission of Request for Tender Documents : 28.02.2018 (up to 03 P.M)**
- 4. Last date for receipt of sealed Tender Form : 28.02.2018 (up to 03 P.M)**
- 5. Date of opening sealed Tenders : 01.03.2018 at 03 P.M**
- 6. EMD : ₹ 1,00,000.00  
(₹ One lakh only)**
- 7. EMD DD. No. & Date :**

Signature of Tenderer

For **Technical Bid** the following Certificate should be submitted by the Firm /Agency as per the Serial Number, if serial number not mentioned by the firm/agency the technical bid summarily be rejected. Any information given by the firm /agency found misleading /false or incorrect nature throughout the contract period, the firm may be disqualified immediately and security deposit submitted by the said firm/agency shall be forfeited.

S. No	Name of certificate	Number	Name of issuing authority	Remark
1	Tender Form Fees (By DD/Cash)			
2	EMD			
3	Turnover during the last two years (Only for Garden to be mentioned in remark column)			
4	Registration certificate of establishment/Firm/Agency			
5	PAN card			
6	EPF registration certificate			
7	ESI registration certificate			
8	Police registration certificate			
9	Police Verification Certificate			
10	Service Tax registration certificate			
11	GST registration certificate.			
12	Labour department registration certificate in the field of Garden Maintenance Services			
13	Professional Tax certificate			
14	IT clearance certificate for the last two years.			
15	Audited balance sheet for last two years.			
16	Latest Experience certificate in the field of Garden Maintenance Services only, other service certificate not be considered.			
17	List of clients for the last ten years			
18	<p>In addition to the above the following should be furnish by the firm /agency</p> <ol style="list-style-type: none"> <li>1) Whether the firm /agency black listed from any office/institution during last 10 years <b>(Y/N)</b>. If, Yes details thereof. (Separate sheet to be enclosed).</li> <li>2) Whether the firm /agency file Court Case against any office/institution during last 10 years <b>(Y/N)</b>. If, Yes details thereof. (Separate sheet to be enclosed).</li> <li>3) Address of the firm/ agency in BENGALURU :</li> </ol>			

Signature of the Bidder

**DECLARATION**

1. I, \_\_\_\_\_ Son/Daughter/Wife of Shri. \_\_\_\_\_ Proprietor/Director/Authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
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 tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Name: \_\_\_\_\_

Seal: \_\_\_\_\_

Date:

Place:

## **TENDER SCHEDULE**

### **BIDS ARE INVITED FOR MAINTAINANCE OF CAMPUS / HERBAL GARDEN NATIONAL INSTITUTE OF UNANI MEDICINE, BENGALURU**

#### **CONDITIONS:**

1. The bid should be accompanied with the Earnest Money Deposit of ₹1,00,000/- (₹ One lakh only) obtained from any Nationalized Bank payable by crossed DD in favor of Director, National Institute of Unani Medicine, BENGALURU payable at BENGALURU. Please note that cheque will not be accepted in lieu of Demand draft. The EMD will be refunded to the unsuccessful Tenderer after tender is finalized.
2. The Herbal Garden/lawns consisting of 8 acres at the National Institute of Unani Medicine, BENGALURU will be entrusted to the contractor on AS IS WHERE IS CONDITIONS for maintenance of the Institute in spick & span conditions. In addition to Herbal Garden, General Garden area also needs to be maintained. Garden area developed, if any, during the contract period in the NIUM Campus also need to be maintained.
3. No additions, alterations, modifications to the existing garden shall be made in any manner without prior written consent of the Director, NIUM. The contractor shall maintain the garden / plants entrusted to him in good condition and shall handover the same in good condition at the end of contract period. The contractor shall compensate for any damage or loss of plants with the replacement value.
4. The Contractor shall arrange the required tools, sprayers, pesticides & manure etc for day to day Herbal Garden maintenance and shall handover all the articles / tools / equipments entrusted to him if any in good condition at the end of the contract period. The contractor shall compensate for any damage or loss of articles / tools / equipments with the replacement value.
5. The successful Tenderer will have to deposit 10% of the contract amount per annum as Performance Security Deposit at the time of placing the work order within 15 days from the receipt of the formal order. The Performance Security shall be furnished in the form of Demand Draft on NIUM, Bølore. The Performance Security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the Tenderer. The Security deposit will be forfeited if the contractor prematurely withdraws or if the services are terminated for being unsatisfactory after giving him an opportunity for hearing and one month's notice or by intimating any deficiency in the services.
6. The Agencies having experience in cultivation & maintenance of Garden only need to apply. However, Agencies having experience of maintenance in Herbal Gardens/Medicinal plants shall be given preference. The Director, NIUM may if considered necessary visit the places run by Tenderer to verify the quality of maintenance of work before awarding the work.
7. The agency shall provide manure for the herbal garden (medicinal plant garden) biannually, weedicides, pesticides and termicides quarterly for lawn and other areas compulsorily.

**8. Bids should be made in two separate sealed covers marked as**

**“TECHNICAL BID” AND “FINANCIAL BID”**

- i) Technical Bids should give details of technical qualification with sufficient documentary proof.
- ii) The list of organization for which such services were rendered in the last ten years should be furnished in the following format.

Name of the contract	No. of persons supplied	Name of the Institution	Contract Value
	2006-07 to 2016-17		

Documentary proof for the information given above should be enclosed. The National Institute of Unani Medicine reserves the right to reject the Tenders whose experience is considered inadequate.

- a. The EMD of ₹ 1, 00,000/- (₹ One lakh only) must be deposited by means of DD (cheques will not be accepted) favoring Director, NIUM payable at BENGALURU. The Financial bid received without EMD will be summarily rejected.
  - b. The bidders are informed to enclose the sales tax and income tax clearance certificates / proofs of having filed IT & ST returns during the last 2 years (where ever applicable) along with bid documents.
  - c. While furnishing the technical bid the bidders are expected to furnish the following additional documents without which the bidders shall stand disqualified.
    1. Area of Business and qualifications of bidders.
    2. Whether the bidder has a licence from the local Government agencies at the place of operation.
  - d. The firm should have annual turnover of at least ₹ **50 lakh per annum** in the last 2 financial years in the field of gardening or should be headed by Agricultural/Horticultural graduates / Post graduates.
9. The Financial bid should indicate the monthly amount quoted for providing the Services for herbal garden maintenance. The bid for materials and labours should be furnished separately. The bidder should write the monthly value for maintenance of garden services both in words and figures. In case of dispute, the amount written in words will be taken as the bid value. **The amount should be quoted keeping in view the prevailing monthly wages as per the Ministry of Labour, Govt. of India and the provision has to be made for all the statutory payments like ESI, EPF, Bonus, Uniform, Weekly off, Holiday etc. and follows terms & condition as specified by Govt. of India vide their Gazette Notification dated August 2014 and subsequent notification if any scrupulously regarding EPF.**

10. The breakup of monthly wages of labour has to be enclosed. The quote should indicate clearly the rates for the Supervisor, Skilled and Un Skilled Gardeners. The supervisor has to be at least 1 year certificate holder in Horticulture from Horticulture Department from Govt. of Karnataka or its equivalent. The Contractor shall also quote charges for required Pesticides and Manures and indicate the quantity of supply. In case of absence/shortage of manpower, proportionate deduction shall be made from the monthly bill.
11. A Self certified copy for the number of employees in the herbal garden maintenance operations should be furnished.
12. The bids will be received till 03.00 P.M on 28.02.2018 and the bid will be opened on 01.03.2018 at 03 P.M by the officers authorized by the Director, NIUM, BENGALURU. The Financial bid of the eligible bidders who stand qualified as per the assessment of their technical bid will be opened on the date and time notified by the Director, NIUM, BENGALURU.
13. The Bid shall remain valid for 3 months from the last day of receipt of bids.
14. The contractor shall not sublet the work to any other agency/agencies.
15. The contract will be valid for a period of one year. However, if the Director, NIUM desires he may extend the contract on year to year basis subject to satisfactory service.
16. The contract can be terminated by the Director, NIUM for unsatisfactory service after giving an opportunity to the contractor. The loss to NIUM, if any, incurred on account of such termination will be recovered from the contractor. The decision of the Director, NIUM shall be final in this regard.
17. The Herbal garden maintenance activity is subject to the supervision of Director, NIUM under the overall charge of the officer authorized by him for the purpose.
18. The contractor should cover his establishment under EPF, Miscellaneous provisional Act, Minimum Wages Act, ESI Act and all other relevant statutory provisions and make provision accordingly while submitting the tender.
19. No Child labour should be employed.
20. The Contractor or Director, NIUM may at any time terminate the agreement without assigning any reasons after giving two months notice in writing.
21. On expiry of the contract period, the contractor shall handover all the articles in good conditions, which were given by the institute to him.
22. The tenderer should provide suitable uniforms for his personnel and he shall on his own responsibility appoint all the necessary staff and employees who should be proficient in Herbal garden maintenance. The Director, NIUM shall have no responsibility or any obligation legal or otherwise in respect of the affairs of such staff and employees, including their appointment, conduct, discipline, termination, wages and terms & conditions of work etc. which is the sole obligation of the tenderer. The tenderer shall ensure that staff employed by him are properly, cleanly and neatly dressed and are disciplined and polite to the NIUM Officers & Staff members and other visitors at all times. He shall furnish fitness certificate issued by

- the medical officer periodically of the employees and their antecedents should be verified by the police authorities.
23. The tenderer shall comply with all requirements under central and local Labour Laws Income tax and Service tax laws and shall be responsible for payment of all taxes, fees and other statutory payments to the respective authorities.
  24. Any dispute between the parties will be referred to the Director, NIUM for adjudication. The decision of the Director, NIUM will be binding on both the parties and shall be final.
  25. The successful tenderer shall execute the instructions of the Director, NIUM or an officer authorized by him from time to time on all matters connected with the smooth functioning of the herbal garden maintenance services.
  26. The Director, NIUM shall reserve the right to accept or reject any one or all the tenderers without assigning any reason thereof.
  27. In case of any breach of this contract and any terms and conditions therein by the Tenderer, the Director, NIUM may cancel the contract for the remaining period of the contract after giving a show cause notice of a reasonable time as deemed fit by the Director, NIUM in writing to the contractor. In the event of such cancellation, Security deposit amount of the Contractor will be forfeited by the NIUM. The decision of the Director NIUM shall be final in the matter.
  28. The Contractor shall have his own system of supervision and arrangements within the said premises by deployment of suitable staff to the entire satisfaction of the Director, NIUM or any officer authorized by him. The contractor shall, however, require to furnish details of such a system for approval by Director, NIUM.
  29. The contractor shall be provided with a small room, free of cost for keeping his materials for carrying out his duties with the coordination of NIUM administration. No other accommodation for stay or rest of his personnel will be provided by NIUM. The daily log book will be maintained and the same will be countersigned by the authorized officer of NIUM
  30. The contractor shall employ his own personnel and arrange garden implements, etc at his own cost for purpose of maintenance of Herbal garden as per the instructions of the Competent Authority, actual cost of the pesticides, weedicides, termicides and manures shall be refunded by the Institute. The contractor shall engage his staff with prior police verification and shall provide a list of such staff along with their permanent address to the office.
  31. The Contractor and their personnel shall wear a uniform as approved by the Director, NIUM, BENGALURU. They will also have a photo identity card issued by the contractor on the left hand side pocket of the shirt with proper turn out so that they can be identified during their duty hours. The contractor shall ensure supply of all the required materials for best upkeep of uniforms and shoes of his persons.
  32. Behaviour of personnel shall in no way be detrimental to the administration. The contractor shall provide personnel of good character, physically fit, efficient, well behaved and skillful in their duties.
  33. In case of any shortfall in the attendance of the worker provided by the contractor, the monthly payment will be proportionately deducted.

34. Director, NIUM shall pay the contractor as per the rates accepted on monthly basis. The due shall be claimed by the contractor in the first week of the succeeding month. All claim bills raised by the contractor shall be paid by the NIUM by 20<sup>th</sup> of the following month subject to any subsequent adjustment based on the attendance register of the personnel and satisfactory work report from NIUM official designated for such purpose.
35. The contractor shall withdraw from service of NIUM any employee who in the opinion of Director, NIUM, mis-conducts himself or is in any way unfit or unsuitable for the said purposes. Failure to do so will entail a penalty of 10% of the rate quoted for such employer and non payment of any remuneration for such employer. The decision of the Director, NIUM in this regard will be final and binding.
36. The Contractor shall at all time obey the lawful instruction given to him by Director, NIUM or his authorized representatives or such other personnel appointed by the administration in respect of all works of Herbal garden maintenance. Any infringements of any such instruction may render the contractor liable to be fined of **₹ 10,000/-** in each case. The fine will be in addition to the penalty prescribed in other clauses.
37. The Contractor shall arrange for alternate labour in case of absence, sickness etc.
38. All workers provided by the contractors should be healthy and not suffering from any contagious diseases.
39. The Contractor shall also ensure the norms prescribed by the human rights commission, Government of India, Minimum Wages Act and Industrial Dispute Act or any such other legislation are fully observed and the office is kept harmless and indemnified. If there is any non-compliance intimated by competent authority to Director, NIUM, the contractor has to rectify it and indemnify.
40. The Herbal Garden maintenance shall be inspected by the contractor on his own at least once a week and report submitted to the Director, NIUM BENGALURU or his authorized officers regularly. The Herbal Garden maintenance shall be inspected by the Director, NIUM, BENGALURU or by any officer authorized by him from time to time including surprise check.
41. The Director, NIUM shall have powers to relax any of the above condition(s) in the interest of the Institute

## **Conditions:**

1. Payment of wages has to be made to the labourers engaged by the contractor on or before 5th of the following month irrespective of whether the bill submitted by the contractor is cleared or not by NIUM.
2. Delay in settlement of the bill of contractor by NIUM cannot be accepted as valid reason for nonpayment of wages to labourers for late payment to the labourers i.e. on or after 5<sup>th</sup> of the following month penalty of ₹ **10,000/- per day** shall be levied to the contractor and the same will be recovered from his bill.
3. Payment of wages has to be made to all the labourers through bank only that is the wages shall be remitted to respective labourers account maintained in any bank and no cash disbursement allowed.
4. No cash payment shall be accepted, in case any cash payment is made such portion of amount paid shall be recovered from the contractor's bill and be treated as no payment made
5. Along with the bill, the contractor shall submit a statement showing in detail the amount of wages deposited to the bank account of the labourers with details of recovery and remittance such as EPF, ESI, PT etc., tallying with the amount released by this office
6. The contractor shall submit every month in detail about remittance of EPF & ESI to the respective agency duly stamped & signed by it to allow the same amount i.e. Separately for NIUM labourers engaged as gardeners. Clubbing with other clients labourers shall not be accepted.
7. Failure to do so, the amount claimed shall be withheld until submitting the same for late remittance of EPF/ ESI subscription etc, an amount of ₹10,000/- per day shall be levied as fine
8. The security deposit, deposited by the contractor at the time of awarding the contract through A.D.D shall be released only after confirmation of full remittance of PF & ESI to the respective agencies. The total remittance and the total deposit should tally with the amount released by this office during the period of contract.
9. The contractor shall submit Aadhar certificate in respect of each employee for age/ address proof etc.
10. Bonus if any shall be released after 31<sup>st</sup> March of each year as per rule in force.
11. No person shall be put on duty for more than 8 hours if it is found he has to be paid double the wages as per rule by the firm only and institute will not be responsible for such double payment .
12. The agency has to give one day paid leave per month to all the personnel compulsorily as reliever charges is paid by the institute . If no leave is given to any employee the reliever charges paid shall be recovered from his last bill /security deposit .

13. The firm shall not engage the personnel deployed at this institute in some other places , if such cases come to the notice of the institute the firm shall be declared as blacklisted and security deposit shall be forfeited .
14. The firm shall not remove any personnel without the knowledge of the authorities, and memos / warning issued to the personnel should be brought to the notice of the authorities before terminating the personnel. If any fine is levied by the firm to the personnel due to whatsoever the reason while performing the duty at institute the fine levied shall become the institute revenue and the same will be recovered from the bill of the firm.
15. Due to any reason if the firm found to be practicing illegal activities which is against to the contract the firm will be blacklisted and security deposit will be forfeited.
16. Copy of the AADHAR CARD has to be produced by the firm in respect to the personnel engaged.
17. The details of the personnel engaged shall be get verified from other offices , where the agency is giving services so has to get confirmed that the personeel is not engaged in other offices / organistaion etc .
18. During working hours if any garden personnel is not found/absent from the duties a penalty of ₹ 2,000/- per member on each occasion shall be levied .
19. EMD will be refunded to the firm , which are not considered after 2 months from the date of awarding the tender .
20. Successful tenderer will have to execute an agreement after remitting the performance security deposit, in a stamp paper worth ₹500/- (₹ Five Hundred Only) at its own expenses. After executing the agreement, the approved rate and contract shall be valid upto 1 year from the date of execution of the agreement.

## **21. Penalty Clause**

- a. For any type of short payment made to the persons engaged for gardening purpose an amount of ₹ 1,00,000/- each occasion shall be levied.
- b. If the wages is not paid on or before 5<sup>th</sup> of every month ₹10,000/- per day shall be levied as fine.
- c. For any infringement of instructions ₹ 10,000/- penalty
- d. For non submission of EPF, ESI challans as stated ₹ 10,000/- per day fine.
- e. If any gardener found absent during the duty hours ₹ 2,000/- fine per member per day.
- f. For any cash payment to labourers penalty of ₹ 5,000/- per labour per time
- g. For not maintaining the manual attendance register ₹ 10,000/- fine on each occasion

## **Technical Specification**

### **MAINTENANCE SCHEDULE:**

1. Day to day watering for all plant materials.
2. Weeding out of grass & other unwanted bushes at regular intervals from the garden and surrounding area of the campus including residence quarters and other areas of the campus.
3. Entire hospital premises and their surrounding, lawn shall be maintained with beautify manner on regular basis .
4. Pest control to be done once in 3 weeks to all the plants/trees.
5. Mowing of the lawn i.e. once in 15 days.
6. Day to day cleaning such as removal of debris, stones, foliage, leaves, broken branches etc., from the garden and surrounding area of the campus including quarters areas of the campus.
7. Pruning to be done as and when required ó as per the direction of In charge of Herbal Garden Maintenance.
8. Farm Yard Manure application for all vegetation quarterly.
9. Replacement of dead/damaged plants, attending the patch works in the lawn/Meadow.
10. Maintaining the overall aesthetics of the landscape and supervision of skilled labour involved in landscape activities and maintenance.

The Institute will not be supplying any materials except electricity and water at the site.

### **Maintenance Schedule during Annual Maintenance Contract (AMC)**

All exterior landscape excluding landscape lighting.

The components involved are:

1. All plants
2. Irrigation system including pump sets, switches.
3. Streams and ponds.
4. Retaining wall.

The scope of work includes:

1. Day to day watering of all plants.
2. Weeding out of grass & other unwanted bushes at regular intervals.
3. Pest control to be done once in 3 weeks to all the plants/trees.
4. Day to day cleaning such as removal of debris, Stones, Foliage leaves, Broken branches etc.,
5. Pruning to be done as and when required
6. Well decomposed farm yard manure application for all vegetation quarterly.
7. Replacement of dead/damaged plants, attending the patch works in the lawn.

8. Maintaining the overall aesthetics view of the landscape and supervision of skilled labour involved in landscape activities and maintenance.
9. Safety of all permanent irrigation system and its accessories shall be the contractor's responsibility. If damaged/mutilated during the period, the same need to be replaced with similar or equivalent ISI approved material/parts. Any delay caused in replacing, and thereby causing harm to the plants shall be worked out accordingly and 200% damage liability shall be levied on the contractor.
10. The Contractor shall have the following equipments, implements, accessories at his disposal available at site during the entire maintenance period.
  - i. Pick axe
  - ii. Spade
  - iii. Crow bar
  - iv. Gudli
  - v. Cane baskets
  - vi. Iron pan
  - vii. Khurpis
  - viii. Water cans
  - ix. Wheel barrow
  - x. Hose pipe and pipe for irrigation
  - xi. Adjustable water spray guns
  - xii. Hard brooms
  - xiii. Rain Coats
  - xiv. Secateur
  - xv. Garden Shears
  - xvi. Sprayer of 9L capacity
  - xvii. Any other item required for day to day maintain of Garden
  - xviii. Wheel cart/trolley for transfer of removed weeds/ green waste
  - xix. Grass cutting mission
11. The contractor shall employ the following technical/skilled staff during the entire maintenance period. Their attendance is compulsorily on full time basis.
 

Experienced Garden Supervisor (1 year certificate holder from Horticulture Department.)	01
Skilled gardeners	04
Unskilled maintenance personnel	20
12. Gardeners/helpers shall be presentable, hygienic and available at site for inspection during working hours.
13. In case of necessity, shift duty shall be imposed anytime during the maintenance period for which the contractor shall not be paid anything extra.
14. Proper Man-Power supervision, keeping log-notes, apprising the Engineer of in-charge about maintenance activities on a regular- basis are to be strictly followed.

## FINANCIAL BID FOR HERBAL GARDEN MAINTENANCE

**Charges quoted by the firm as per minimum wages enforced by the Ministry of Labour , Govt. of India for scrutinizing the financial bids for Gardening work**

Sl.No.	Particulars	Gardening Unskilled Labour (20) ₹	Gardening Skilled Personnel (04) ₹	Gardening supervisor (01)  ₹
1	Basic +VDA as on 11.11.11 . per month	As per Govt. of India provisions	As per Govt. of India provisions	As per Govt. of India provisions
2	ESIC @ .....	----do-----	----do-----	----do-----
3	EPF @ .....	----do-----	----do-----	----do-----
4	Bonus @ 11 ..	----do-----	----do-----	----do-----
5	Leave wages 11.11 National and Festival holidays, average per month 11 ..	----do-----	----do-----	----do-----
6	GST @ 11 ..%	----do-----	----do-----	----do-----
7	Service Charge(in %) mentioned by the firm			
8	Grand Total per month			

**Note: Charges for pesticide & manure shall be refunded whenever used as per the requirement / order of the Competent Authority**

Col No. 1 to 6 rates need not be quoted since the payment will be as per Govt. of India rule/s.

(Note: The tenderer has to enclose Latest Gazette Notification issued by the Ministry of Labour, Govt. of India regarding the wages prescribed for gardening work)

Firms quoted service charge less than the statutory recovery shall not be considered for contract.

SIGNATURE OF TENDERER  
&

FIRM SEAL

Notes:

- The contract is for one year, Renewable at the end of one year based on the performance and at the discretion of the Competent Authority. The bidders are requested to inspect the existing campus of National Institute of Unani Medicine, Kottigepalya, Magadi Main Road, BENGALURU and acquaint them-self before submitting their bids.