

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	28-02-2024 17:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	28-02-2024 17:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	180 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Comptroller And Auditor General (cag) Of India
<b>Department Name/विभाग का नाम</b>	Indian Audit And Accounts Department
<b>Organisation Name/संगठन का नाम</b>	N/a
<b>Office Name/कार्यालय का नाम</b>	Dg Iced Jaipur
<b>Item Category/मद केटेगरी</b>	Horticulture Service – Manpower Based Model - Maintenance of Garden/Lawn/Field/Nursery/Park; General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding), Applying Fertilizers, Applying Pesticides, Trimming & Pruning, Landsc..
<b>Contract Period/अनुबंध अवधि</b>	1 Year(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	20 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	3 Year (s)
<b>Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है</b>	Yes
<b>MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है</b>	Yes
<b>Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है</b>	Yes

Bid Details/बिड विवरण	
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	40000

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

Sr. Administrative Officer  
DG iCED Jaipur, Indian Audit and Accounts Department, N/A, Comptroller and Auditor General (CAG) of India  
(Anupam Srivastava)

## Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

## MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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## MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.  
[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
  1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
  3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

price breakup - [1707823727.xlsx](#)

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Total X number of projects for providing Horticulture service with Value not less then Y in the past Z year (up to 5 years) in sector of A:** X =1, Y = 50000 SQM, Z = 3 YEARS, A = Central Government /State Government Departments/PSUs/ULBs

**Geographic Presence In States:** BIDDER SHOULD HAVE THEIR REGISTERED OFFICE IN JAIPUR RAJASTHAN AND PROVIDED CERTIFICATE FOR SAME

**If you want to add additional conditions in addition to standard SLA then please mention the clauses of additional SLA.:** BUYER ADDED BID SPECIFIC ATC AND SLA IS ATTACHED. PLEASE SIGN AND ACCEPT FOR BID PARTICIPATION

**If you want to add additional conditions in addition to standard SLA then please upload approval from competent authority.:** [1707823798.pdf](#)

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
19-02-2024 11:00:00	Iced, Plot No.6-7, Riico Industrial Area, Kant Kalwar, Near Achrol, Jaipur

**Horticulture Service - Manpower Based Model - Maintenance Of Garden/Lawn/Field/Nursery/Park; General Maintenance Of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding), Applying Fertilizers, Applying Pesticides, Trimming & Pruning, Landscap.. ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Type of Horticulture service	Maintenance of Garden/Lawn/Field/Nursery/Park
Scope of Work	General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding) , Applying Fertilizers , Applying Pesticides , Trimming & Pruning , Landscaping , Cleaning & Painting of Potted Plants
Profiles	Supervisor
Skill Category	Skilled
Educational Qualification	Not required
Experience	3 to 7 Years
Certifications/Training/ Membership	Not required
<b>Addon(s)/एडऑन</b>	
Inorganic Fertilizers	NA
Organic Fertilizers	NA

Specification	Values
Insecticides	NA
Herbicides	NA
Rodenticides	NA
Bactericides	NA
Fungicides	NA
Larvicides	NA
<b>Additional Details/अतिरिक्त विवरण</b>	
DESIGNATION	SUPERVISOR
Title for Non Mandatory compliance 1	UNIFORM
Title for Non Mandatory Compliance 2	0
Title for Non Mandatory Compliance 3	0

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/प्रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources	Additional Requirement/अतिरिक्त आवश्यकता
1	Vijendra Singh Tanwar	303002,Plot SP 6-7 RIICO Industrial Area Kant Kalwar Near Achrol , Jaipur	1	<ul style="list-style-type: none"> <li>Total Area in Sqm. : 52600</li> <li>Total no. of working days in a month : 26</li> <li>Bonus (in % of Basic Pay) : 8.33</li> <li>EDLI (in % of Basic Pay) : 1</li> <li>EPF ((in % of Basic Pay) : 12</li> <li>ESI (in % of Basic Pay) : 3.25</li> <li>Monthly Wage/ Remuneration : 12506</li> <li>Non Mandatory compliance 1 (Absolute Value / Amount) : 100</li> <li>Non Mandatory compliance 2 (Absolute Value / Amount) : 0</li> <li>Non Mandatory compliance 3 (Absolute Value / Amount) : 0</li> <li>Provident Fund (in % of Basic Pay) : 0</li> <li>Deployment of Machines in months : 13</li> <li>Contract Period in Months : 12</li> </ul>

**Horticulture Service - Manpower Based Model - Maintenance Of Garden/Lawn/Field/Nursery/Park; General Maintenance Of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding), Applying Fertilizers, Applying Pesticides, Trimming & Pruning, Landscap.. ( 4 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Type of Horticulture service	Maintenance of Garden/Lawn/Field/Nursery/Park
Scope of Work	General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding) , Applying Fertilizers , Applying Pesticides , Trimming & Pruning , Landscaping , Cleaning & Painting of Potted Plants

Specification	Values
Profiles	Gardner (Mali)
Skill Category	Semi-Skilled
Educational Qualification	Not required
Experience	3 to 7 Years
Certifications/Training/Membership	Not required
<b>Addon(s)/एडऑन</b>	
Inorganic Fertilizers	NA
Organic Fertilizers	NA
Insecticides	NA
Herbicides	NA
Rodenticides	NA
Bactericides	NA
Fungicides	NA
Larvicides	NA
<b>Additional Details/अतिरिक्त विवरण</b>	
DESIGNATION	GARDNER
Title for Non Mandatory compliance 1	UNIFORM
Title for Non Mandatory Compliance 2	0
Title for Non Mandatory Compliance 3	0

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/प्रेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources	Additional Requirement/अतिरिक्त आवश्यकता
1	Vijendra Singh Tanwar	303002,Plot SP 6-7 RIICO Industrial Area Kant Kalwar Near Achrol , Jaipur	4	<ul style="list-style-type: none"> <li>Total Area in Sqm. : 52600</li> <li>Total no. of working days in a month : 26</li> <li>Bonus (in % of Basic Pay) : 8.33</li> <li>EDLI (in % of Basic Pay) : 1</li> <li>EPF ((in % of Basic Pay) : 12</li> <li>ESI (in % of Basic Pay) : 3.25</li> <li>Monthly Wage/ Remuneration : 11518</li> <li>Non Mandatory compliance 1 (Absolute Value / Amount) : 100</li> <li>Non Mandatory compliance 2 (Absolute Value / Amount) : 0</li> <li>Non Mandatory compliance 3 (Absolute Value / Amount) : 0</li> <li>Provident Fund (in % of Basic Pay) : 0</li> <li>Deployment of Machines in months : 13</li> <li>Contract Period in Months : 12</li> </ul>

**Horticulture Service - Manpower Based Model - Maintenance Of Garden/Lawn/Field/Nursery/Park; General Maintenance Of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding), Applying Fertilizers, Applying Pesticides, Trimming & Pruning, Landscap.. ( 4 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Type of Horticulture service	Maintenance of Garden/Lawn/Field/Nursery/Park
Scope of Work	General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding) , Applying Fertilizers , Applying Pesticides , Trimming & Pruning , Landscaping , Cleaning & Painting of Potted Plants



Specification	Values
Profiles	Gardner (Mali)
Skill Category	Unskilled
Educational Qualification	Not required
Experience	3 to 7 Years
Certifications/Training/Membership	Not required
<b>Addon(s)/एडऑन</b>	
Inorganic Fertilizers	Yes
Organic Fertilizers	Yes
Insecticides	NA
Herbicides	NA
Rodenticides	Yes
Bactericides	NA
Fungicides	Yes
Larvicides	Yes
Flower Seeds	Yes
Fruit Seeds	Yes
Grass Seeds	Yes
Herb Seed	Yes
Vegetable Seeds	Yes
Mulch	Yes
Fruit	Yes
Vegetable	Yes
Herb	Yes
Bonsai	Yes
Bamboo	Yes
Flower	Yes
Foilage	Yes
Shrub	Yes
Succulent	Yes
Electric Lawn Mover	Yes

Specification	Values
Water Pump	Yes
Hedge Cutter	Yes
Chain Saw	Yes
Trimmers	Yes
Telescopic pole pruner	Yes
Electric brush cutter	Yes
Concrete Pots/Container - 6 Inches	Yes
Concrete Pots/Container - 12 Inches	Yes
Terra-Cotta Pots/Container - 6 Inches	Yes
Terra-Cotta Pots/Container - 12 Inches	Yes
Fiber glass Pots/Container - 6 Inches	Yes
Fiber glass Pots/Container - 12 Inches	Yes
Grass carpet	Yes
<b>Additional Details/अतिरिक्त विवरण</b>	
DESIGNATION	HELPER
Title for Non Mandatory compliance 1	UNIFORM
Title for Non Mandatory Compliance 2	0
Title for Non Mandatory Compliance 3	0

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources	Additional Requirement/अतिरिक्त आवश्यकता
1	Vijendra Singh Tanwar	303002,Plot SP 6-7 RIICO Industrial Area Kant Kalwar Near Achrol , Jaipur	4	<ul style="list-style-type: none"> <li>Qty of Inorganic Fertilizers : 50</li> <li>Qty of Organic fertilizers : 800</li> <li>Qty of Rodenticides : 5</li> <li>Qty of Fungisites : 5</li> <li>Qty of Larvisites : 1</li> <li>Qty of Flower Seed : 5</li> <li>Qty of Fruit Seed : 1</li> <li>Qty of Grass Seed : 5</li> <li>Qty of Herb Seed : 1</li> <li>Qty of Vegetable seeds : 2</li> <li>Qty of Mulch : 20</li> <li>Qty of Fruit Plant/Trees : 20</li> <li>Qty of Vegetable Plant/Trees : 100</li> <li>Qty of Herb Plant/Trees : 100</li> <li>Qty of Bonsai plants/trees : 50</li> <li>Qty of Bamboo plants/trees : 25</li> <li>Qty of Flower plants/trees : 4000</li> <li>Qty of Foliage Plant/Trees : 300</li> <li>Qty of Shrub Plant/Trees : 300</li> <li>Qty of Succulent Plant/Trees : 100</li> <li>Qty of Electric Lawn Mover : 1</li> <li>Qty of Water Pump : 7</li> <li>Qty of Hedge Cutter : 1</li> <li>Qty of Chain Saw : 1</li> <li>Qty of Trimmer : 1</li> <li>Quantity of Telescopic pole pruner : 1</li> <li>Quantity of Electric brush cutter : 1</li> <li>Qty of Concrete Pots/Container - 6 Inches : 100</li> <li>Qty of Concrete Pots/Container - 12</li> </ul>

S.No./क्र. सं.	Consignee Reporting/Officer/प्रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources	Inches : 100 • Qty of Terra-Cotta Pots/Container – 6 In : 100 • Qty of Terra-Cotta Pots/Container – 12 In : 250 • Qty of Fiber Glass Pots/Container – 6 In : 30 • Qty of Fiber Glass Pots/Container – 12 In : 30 • Area of Grass carpet : 2250 • Total Area in Sqm. : 52600 • Total no. of working days in a month : 26 • Bonus (in % of Basic Pay) : 8.33 • EDLI (in % of Basic Pay) : 1 • EPF ((in % of Basic Pay) : 12 • ESI (in % of Basic Pay) : 3.25 • Monthly Wage/ Remuneration : 11258 • Non Mandatory compliance 1 (Absolute Value / Amount) : 100 • Non Mandatory compliance 2 (Absolute Value / Amount) : 0 • Non Mandatory compliance 3 (Absolute Value / Amount) : 0 • Provident Fund (in % of Basic Pay) : 0 • Deployment of Machines in months : 13 • Contract Period in Months : 12

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

## 2. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

## 3. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

## 4. **Payment**

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

## 5. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

PAO, IAAD JAIPUR

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

## 6. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

PAO, IAAD  
payable at  
JAIPUR

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

## 7. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

PAO, IAAD  
payable at  
JAIPUR

. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## 8. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure

delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

**9. Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment [Click here to view the file.](#)

**10. Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

**11. Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

**12. Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

**13. Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

**14. Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

**15. Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

**16. Buyer Added Bid Specific SLA**

File Attachment [Click here to view the file.](#)

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses

on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**

**OFFICE OF THE DIRECTOR GENERAL  
INTERNATIONAL CENTRE FOR ENVIRONMENT AUDIT AND  
SUSTAINABLE DEVELOPMENT (iCED), JAIPUR**

Bid Document No. D.G/iCED/Estate/2023-24/F-191

Dated 13.02.2024

## **BID DOCUMENT**

**TENDER NOTICE (THROUGH GEM PORTAL) FOR THE  
MAINTENANCE OF THE HORTICULTURE/GARDEN AND  
GREEN WALLS IN THE OFFICE OF THE DIRECTOR  
GENERAL INTERNATIONAL CENTRE FOR ENVIRONMENT  
AUDIT AND SUSTAINABLE DEVELOPMENT (iCED), Plot  
No.6-7, RIICO Industrial Area, Kant Kalwar, Near Achrol Jaipur-  
303002**

E-tender(through GeM Portal) under a two-bid system from eligible bidders for the maintenance of the garden and green walls in the **Office of the Director General International Centre for Environment Audit and Sustainable Development (iCED), plot no.6-7, RIICO Industrial Area, Kant Kalwar, near Achrol Jaipur-303002** for an initial period of one year from **01.04.2024 to 31.03.2025** (extendable for further period of one year) with mutual consent of both parties is invited.

Requirement/eligibility criteria Terms and Conditions of the contract have been clarified in the additional documents. Bid documents are available online at GeM Portal as well as on the website of the **Office of the Director General, International Centre for Environment Audit and Sustainable Development (iCED), Plot No. 6-7, RIICO Industrial Area, Kant Kalwar, Near Achrol, Jaipur- 303002** i.e. <https://iced.cag.gov.in>

However, for any clarification, bidders may contact [mangalm.ahd.pdac@cag.gov.in](mailto:mangalm.ahd.pdac@cag.gov.in). Bidders are advised to read Bid documents (uploaded on the website and GeM portal) and check their eligibility before participating in the bid.



**OFFICE OF THE DIRECTOR GENERAL  
INTERNATIONAL CENTRE FOR ENVIRONMENT AUDIT AND  
SUSTAINABLE DEVELOPMENT (iCED), JAIPUR**

Bid Document No. D.G/iCED/Estate/2023-24/F-191

Dated 13.02.2024

**BID DOCUMENTS FOR**

***“MAINTENANCE OF GARDEN AND GREEN WALL” for Office of The Director General  
International Centre for Environment Audit And Sustainable Development (iCED), located at Plot No.SP-  
6-7, RIICO Industrial Area, Kant Kalwar, Near Achrol, Jaipur, Rajasthan”***

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Annexure 11- Form of Articles of Contract Agreement

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OFFICE OF THE DIRECTOR GENERAL  
INTERNATIONAL CENTRE FOR ENVIRONMENT AUDIT AND  
SUSTAINABLE DEVELOPMENT (iCED), JAIPUR

Bid Document No. D.G/iCED/Estate/2023-24/F-191

Dated 13-02-2024

## ANNEXURE-1

### BID SUBMISSION FORM

*(to be printed on Bidder's letterhead, signed, stamped, scanned and submitted online through GeM Portal)*

Date:

#### LETTER OF BID

To

The Director (Administration)  
Office of the Director General,  
International Centre for Environment Audit and Sustainable Development (iCED)  
Plot No.6-7, RIICO Industrial Area, Kant Kalwar, Near Achrol, Jaipur-303002

Ref: Invitation for GeM Bid document No.

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including issued in accordance with Instructions to Bidders.
2. We undertake to provide the **MAINTENANCE OF HORTICULTURE /GARDEN AND GREEN WALL** to your office in conformity with the Bidding Document.
3. Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any other failure/lapses of serious nature.
6. We undertake, to enter into agreement as per the terms and conditions of the bidding document and bear all expenses including charges for stamps etc and agreement will be binding on us.
7. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on bidder's letterhead)

**OFFICE OF THE DIRECTOR GENERAL  
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**ANNEXURE-2**  
**INSTRUCTIONS TO THE BIDDERS**

**1. GENERAL INSTRUCTIONS**

- 1.1 Office Of The Director General International Centre For Environment Audit And Sustainable Development (iCED), hereinafter referred to as the 'Client' invites e-bids (ONLINE BIDS) UNDER TWO BID SYSTEM (TECHNICAL AND FINANCIAL) THROUGH GOVERNMENT e-MARKETPLACE (GeM) from reputed firms dealing with Ministries/Govt. departments for providing horticulture/garden and green wall services for its office.
- 1.2 While all efforts have been made to avoid errors in the drafting of the bid document, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the bid documents shall be entertained.
- 1.3 The Bidder should download the Bid Document (Scope of Work and Special Condition of Contract) through GeM Portal and upload it again at the time of submission of the bid with signature and Stamp in token of the Bidder having acquainted himself/themselves and accepted the entire Bid Document (Scope of Work and Special Conditions of Contract) including various conditions of contract.
- 1.4 The bidder shall attach the copy of the authorization letter / power of Attorney as proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids, not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the bid documents are liable to be rejected.
- 1.6 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the Office of The Director General International Centre for Environment Audit and Sustainable Development (iCED) Jaipur.
- 1.7 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Director General International Centre for Environment Audit and Sustainable Development (iCED) Jaipur. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.8 The requirements of number of garden personnel as mentioned in the bid document is tentative and may increase or decrease at the sole discretion of the competent authority of the Client. Accordingly, the contract cost is also liable to increase / decrease.

**2. MINIMUM ELIGIBILITY CRITERIA**

The following shall be the minimum eligibility criteria for selection of bidders

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technically.

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- a. **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of a Public or a Private Limited Company registered under the Companies Act, 1956 or Limited Liability Partnership registered under Limited Liability Partnership Act 2008 or Society registered under relevant act. In proof of having fully adhered to this minimum eligibility criteria, attested copy of certificate of incorporation issued by the respective registrar of companies or the relevant registration authority shall be submitted. No Bidder in the form of JV/consortium, Proprietorship/Partnership other than LLP is permitted.
- b. **Financial Capacity:** The bidders should have the minimum gross turnover in the similar business of providing maintenance of horticulture/garden and green wall services as per the bid document. Relevant proof for supporting the above shall be submitted.
- c. The Bidder shall be registered with the Income Tax, Service Tax and also registered under the labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation. Relevant proof in support shall be submitted
- d. **Experience:** The Bidder should have experience in the similar field of providing horticulture/garden and green wall services in the Central Government Departments/State Government Departments/PSUs/Urban Local Bodies for the last three years. Relevant proof in support shall be submitted.
- e. The bidder should have its office located in Jaipur. The Bidder should submit documentary proof for the same.

**2.1 Documents supporting the Minimum Eligibility Criteria**

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), attested copy of certificates of incorporation issued by the respective Registrar of firms/companies shall only be acceptable.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), attested copy of the audited balance sheets for the completed last three financial year shall only be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), valid attested copy of PAN, Labour Registration copy, EPFO Registration Copy, ESIC Registration Copy shall only be acceptable.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(d), attested copy of work orders along with work completion certificate/ experience certificates showing continuous experience in the field for the last three years, issued by the Central Government Departments/State Government Departments/PSUs/Urban Local Bodies shall only be acceptable.
- (v) Other documents as per Clause 6 of Annexure 2.

**3. EARNEST MONEY DEPOSIT:**

- 3.1 The bids shall be accompanied by an Earnest Money Deposit of Rs.40,000/- in the form of Bank Guarantee/Demand Draft of State Bank of India. The validity of the Bank Guarantee/Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Bank Guarantee / Demand Draft shall be in favour of **P&AO, IA&AD, Jaipur**
- 3.2 The Bidder should scan a copy of the earnest money deposit and upload it online through

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GeM Portal. The original copy of the earnest money deposit should be sent to Sr. Administrative Officer (Estate), Office Of The Director General, International Centre For Environment Audit and sustainable Development (iCED), Jaipur on or before the time of closing of the uploading of the Bids. The original of the EMD can be sent by Speed Post or Registered Post. It can also be handed over in person. In the event of non-receipt of the EMD before the closing of the uploading of the Bids, the bid shall not be opened.

- 3.3 Bidders, who are eligible to be exempted from depositing EMD according to Rule-170 of GFRs, 2017, should submit documentary proof thereof along with technical bid online through GeM Portal. Besides, they have also to enclose a hardcopy of same valid exemption certificate(s) and ensure that the same is submitted to the officer in charge as detailed in clause 3.2.
- 3.4 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 3.5 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 3.6 The bids without Earnest Money shall be summarily rejected.
- 3.7 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.8 The bid security (earnest money deposit) may be forfeited:**
- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
  - (ii) In case of successful bidder, if the bidder
    - (a) Fails to sign the contract in accordance with the terms of the bid document
    - (b) Fails to furnish required performance security in accordance with the terms of bid document within the time frame specified by the Client.
    - (c) Fails or refuses to honor his own quoted prices for the services or part thereof.
    - (d) In such case, the bidder is also liable to be debarred from future tendering.
- 3.9 No interest shall be paid on the earnest money deposit.

**4. VALIDITY OF BIDS**

- 4.1 Bids shall remain valid and open for acceptance for a period of **180 days** from the last date of submission of Bids.
- 4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 4.3 The Client may request for extension for another period of 30 days, without any modifications and without giving any reasons thereof.

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**5. PREPARATION AND SUBMISSION OF E-BIDS IN GeM PORTAL**

- 5.1 The bid document, along with terms and conditions, has been uploaded on GeM Portal. The bidders can log on to the website and see the bid document. The Bidders shall be required to submit Technical and Financial Bids through GeM Portal electronically using valid GeM ID. More information useful for submitting online bids on the GeM Portal may be obtained.
- 5.2 The bidders who are desirous of participating in e-procurement shall submit their Bids in two bid system i.e. Technical Bids and Financial Bids through GeM Portal.
- 5.3 The bidders should upload the scanned copies of all relevant certificates, documents etc. including earnest money deposit / exemption certificate as per the requirements contained in **Clause 6 of Annexure 2** of the Bid Document in support of their Technical bids. The bidder should sign on all statements, documents etc. uploaded by him, owning responsibility for their correctness/authenticity.
- 5.4 The Bidders are also required to submit earnest money deposit and all the affidavits in original as mentioned in **Clause 6 of Annexure 2** of the bid document in a sealed envelope superscribed "Bid for providing Horticulture/garden and green wall Services" in drop box at Reception, Office of D.G, iCED Plot No.6-7, Riico Industrial Area, Kant Kalwar, Near Achrol, Jaipur, or sent by post at the above highlighted address on or before the dates specified in the bid document.
- 5.5 The Bidder should upload the financial bids as per the instructions contained in the Bid Document on GeM Portal.
- 5.6 The bids shall be summarily rejected, if the bid is submitted other than through online (GeM Portal) or original Earnest money Deposit / exemption letter and other documents viz. affidavits are not submitted by the Bidders within stipulated date / time as mentioned in bid document.
- 5.7 The important dates are mentioned in bid document.

**6. TECHNICAL BID**

The Bidder shall be required to follow the procedure as specified above and submit the Technical Bid online through GeM Portal. The following documents shall comprise Technical Bid:-

- a. **Annexure-1:** The Bidder shall be required to print 'Bid Submission Form' as per Annexure-1 on entity's letterhead, sign, scan and upload it online with the Bid in GeM Portal.
- b. **Annexure-7:** The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs.50/- as per Annexure-7 to the effect of acceptance of the terms and conditions of the bid document. The Bidder shall ensure that copy of the Affidavit is scanned and uploaded in GeM Portal and hard copy of the same is sent along with EMD and other documents as per the timelines defined in the bid document.
- c. **Annexure-8 :** The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs.50/- as per Annexure-8 to the effect that non of the



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relatives of the Bidder are employees of Client and that the bidder has not been convicted of an offence under the Prevention of Corruption Act, 1988 and the bidder has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. The Bidder shall ensure that copy of the Affidavit is scanned and uploaded in GeM Portal and hard copy of the same is sent alongwith EMD and other documents as per the timelines defined in the Bid Document.

- d. **Annexure-9:** The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs.50/- as per Annexure-9 to the effect that they have fully adhered to minimum eligibility criteria as per the requirements of the bid document and has provided horticulture/garden and green wall services in the Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies.
- e. **Annexure-10:** The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs.50/- as per Annexure-10 to the effect that they have trained horticulture/garden manpower on their rolls for providing requisite services in accordance with the conditions of the bid document.
- f. **Annexure 6: Technical Bid Form:** The Bidder shall be required to sign, scan and upload the Technical Bid Form as per Annexure 6 in GeM Portal. **The Bidder shall mandatorily submit an Index mentioning all the documents submitted in the Bid along with page number for reference. A sample Index is placed as Annexure 14**
- g. **Earnest Money Deposit:** A scanned copy of earnest money deposit or exemption certificate should be uploaded through GeM Portal as per clause 3 of the bid document. The Bidder shall ensure that original of the earnest money deposit / exemption certificate is also submitted in the office as per the instructions of Clause 2.1 of Annexure-2.
- h. **Documents in support of Minimum Eligibility Criteria:** The Bidder shall be required to upload each of the document online through GeM Portal as mentioned in Clause 2.1 of Annexure-2 of the bid Document in support of their fulfillment of minimum eligibility criteria.

**7. FINANCIAL BID:**

- 7.1 The Bidder should quote rates for each and every category of horticulture/garden and green wall services in terms in Indian Rupees. If rate is not quoted for all the category, the bid will not be valid and hence the same will be rejected. **The consolidated price will be taken into consideration while awarding of contract to the successful bidder.**
- 7.2 The rates quoted shall be firm and final. The price should be all inclusive of all i.e. Minimum Wages, EPF, ESIC, Uniform, & Liveries, Gratuity, Bonus, Substitute and other statutory charges arising from time to time.
- 7.3 At the time of payment of bills, the income tax and any other tax / duty etc. that is required to be deducted, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

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**8. CLARIFICATION ON TECHNICAL BID EVALUATION.**

- 8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing in conventional manner.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.1.

**9. TECHNICAL BID EVALUATION**

- 9.1 The Client shall follow segregated bid evaluation system where the technical bid and financial bid shall be evaluated separately.
- 9.2 The technical bid evaluation shall be done based on the following criteria:
- (i) That the Bidder has signed, scanned and uploaded copy of the 'Bid Submission Form' as per Annexure-1 in the prescribed format in GeM Portal.
  - (ii) That the Bidder has signed, scanned and uploaded the Technical Bid Form as per Annexure-6 in the prescribed format in GeM Portal.
  - (iii) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure-7 in the prescribed format in GeM Portal
  - (iv) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure-8 in the prescribed format in GeM Portal.
  - (v) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure-9 in the prescribed format in GeM Portal.
  - (vi) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure-10 in the prescribed format in GeM Portal.
  - (vii) That copy of Earnest Money Deposit is scanned and uploaded in GeM Portal. The original of the EMD and other affidavits should be submitted by the Bidder as per the timelines specified in the bid document.
  - (viii) That the Bidder meets the minimum eligibility criteria as per Clause 2.1 of Annexure-2 and has uploaded copies of all documents required in support of minimum eligibility criteria as per clause 2.1 of Annexure-2.
- 9.3 The originals of Earnest Money Deposit, Annexure-1, Annexure-6, Annexure-7, Annexure-8, Annexure-9, Annexure-10 and Authority Letter to sign on behalf of the Bidder should be delivered by the Bidder in an enveloped superscribed "Bid for providing Horticulture/garden and green wall Services" in drop box at Reception, Office of the D.G, iCED, Plot No.6-7, Riico Industrial Area, Kant Kalwar, Near Achrol, Jaipur or sent by post at the above highlighted address on or before the dates specified in the bid document.



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9.4 The bids shall be summarily rejected, if the bid is submitted other than through online (GeM Portal) or original Earnest money Deposit / exemption letter and other documents viz. affidavits are not submitted by the Bidders within stipulated date / time as mentioned in the bid document.

9.5 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum eligibility criteria as per the bid document, shall be rejected.

**10. FINANCIAL BID OPENING PROCEDURE**

10.1 The Financial Bids of all the technically qualified Bidders, whose bids are accepted in conformity with the required specifications shall be opened on the appointed date and time.

10.2 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process.

**11. RIGHT OF ACCEPTANCE:**

11.1 The Office of the Director General International Centre for Environment Audit And Sustainable Development (iCED) reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the Office of the D.G, iCED, Jaipur in this regard shall be final and binding.

11.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

11.3 The competent authority of the office of the D.G, iCED, Jaipur reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.

11.4 In case of failure to comply with the provisions of the terms and conditions of the contract by the agency (ies) that has/have been awarded the contract, the competent authority of the Office of the D.G, iCED, Jaipur reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

11.5 The office of the Director General International Centre For Environment Audit And Sustainable Development (iCED) may terminate the Contract if it is found that the Contractor is black listed/debarred on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

**12. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)**

12.1 The Earnest Money Deposit of the unsuccessful bidders in the ***technical Bid evaluation stage*** shall be returned along with their unopened financial bids within seven (07) days

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after opening of the eligible financial Bids.

- 12.2 The Earnest money Deposit of the unsuccessful bidders in the *financial bid evaluation stage* shall be returned within seven (07) days, on award of contract to the Successful bidder.
- 12.3 No interest shall be payable on the Earnest Money Deposit returned to unsuccessful bidders.

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## **ANNEXURE-3**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **1. DEFINITIONS**

##### **1.1 General**

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

“Agreement”	The word “Agreement” and “Contract” has been used interchangeably.
Party	The word “party” means the Successful Bidder to whom the work of providing maintenance of horticulture/garden and green wall services has been awarded and the Client “Office of the Director General International Centre For Environment Audit And Sustainable Development (iCED) Jaipur”.
Letter of Acceptance	Shall mean the intent of the Client to engage the successful bidder for providing maintenance of horticulture/garden and green wall services in its premises
Notice to Proceed	Shall mean the date at which the horticulture/garden and green wall services are to commence in Client’s premises
‘Confidential Information’	shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.
Termination Date”	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful bidder to whom the work of providing horticulture/garden and green wall services in Client’ premises has been awarded

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**1.2 CONFIDENTIALITY**

- 1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client's business or horticulture/garden arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client's information.
- 1.2.2 If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

**2 PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)**

- 2.1 The successful bidder within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of State Bank of India, a sum equivalent to 10% of the accepted contract value in favour of **P&AO, IA&AD, Jaipur**. The Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
- 2.2 The Bid security shall be refunded to the successful bidder on receipt of Performance Security.
- 2.3 The Bank Guarantee can be forfeited by order of the competent authority of the Office of the Director General International Centre For Environment Audit And Sustainable Development (iCED) in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Director General International Centre For Environment Audit And Sustainable Development (iCED) sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- a) If the contractor is called upon by the competent authority of the office of the Director General International Centre for Environment Audit And Sustainable Development (iCED) to deposit security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Office of the Director General International Centre for Environment Audit And Sustainable Development (iCED) shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor

**3. NOTICE TO PROCEED**

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After the acceptance of the LoA and securing Performance Bank Guarantee from the successful bidder, Client shall issue the 'Notice to proceed', to the contractor authorising him to provide horticulture/garden and green wall services in the Office at the specified locations.

**4. SIGNING OF CONTRACT AGREEMENT**

- 4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement on the non-judicial stamp paper of Rs 500/- in accordance with the Articles of Agreement before commencement of the services.
- 4.2 Client shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (02) days of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 4.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

**5. SERVICES REQUIRED BY THE CLIENT**

- 5.1 The Contractor shall be providing horticulture/garden and green wall services in Client's premises as per the details given herein, or any other location as required by the Client to be read with the Assignment Instructions stated in the Schedule of Requirements.
- 5.2 The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.
- 5.3 The Contractor shall ensure deployment of horticulture/garden personnel in 8 hours shift in all the locations. The Contractor shall provide horticulture/garden and green wall services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

**6. COMMENCEMENT OF SERVICES**

The Contract shall become legally binding and in force only upon:

- 6.1 Submission of Performance Bank Guarantee.
- 6.2 The Contractor shall commence horticulture/garden and green wall services in Client's premises within 30 days from the date of receipt of Notice to Proceed.
- 6.3 The Contractor shall submit detailed resume in respect of the Horticulture/garden Staff along with Photographs duly attested by their firm and verified by the Police after commencement of the horticulture/garden and green wall services to Client's office. In the event of non compliance of the condition, the Contract is liable to be terminated and the Contract shall be awarded to the next higher bidder. The Contractor is also liable to be blacklisted by the Client.

**7. CONTRACTOR'S OBLIGATIONS**

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- 7.1 The Contractor shall provide horticulture/garden and green wall services at Client's premises as per assignment instructions stipulated in the Schedule of Requirements which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
- 7.1.1 In addition to the Assignment Instructions, Client shall issue instructions to the Contractor for horticulture/garden and green wall services arrangements for all the locations. The Contractor shall ensure that all horticulture/garden and green wall services instructions as per the directions of the Client are complied in totality. In cases of negligence of duties, or in cases of non compliances of the instructions, or in cases of breach of the conditions of the contract, the Contract shall be liable to be terminated, the security deposit submitted by the Contractor shall be forfeited and the Contractor shall be liable to be blacklisted by the Client.
- 7.2 The Contractor shall provide Horticulture/garden and green wall Services as per the Assignment Instructions and as per the directions of the Client through its uniformed and trained personnel for the performance of its services hereunder and these horticulture/garden personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.
- 7.3 The Contractor shall ensure that all the Horticulture/garden personnel are covered under the provisions of Minimum Wages Act. The Contractor shall also ensure that the salary of the horticulture/garden personnel should not be less than the prevailing minimum wages under any circumstances.
- 7.4 The Contractor shall also ensure that all the horticulture/garden personnel are paid their salary in accordance with the monthly contracted amount with the Client. In case it is found that the Contractor has disbursed salary to the horticulture/garden personnel less than the amount contracted with the Client, the Contract shall be terminated without any prior notice, the security deposit of the Contractor shall be forfeited and the Contractor shall be blacklisted.
- 7.5 The Contractor shall ensure that all the horticulture/garden personnel are covered under the provisions of EPF, ESIC and any other laws applicable from time to time while providing the horticulture/garden and green wall services to Client. The Contractor shall ensure that the details of amount deducted on account of EPF and ESI and any other deducted amount from the horticulture/garden personnel salary are submitted to the Client on a monthly basis.
- 7.6 The Contractor shall produce to the client the details of payments of statutory benefits like EPF, ESIC, bonus, leave, Uniform etc. from time to time to its personnel. The Contractor shall be required to produce the details of amount deposited with EPFO, ESIC and any other applicable organization in respect of the horticulture/garden personnel on quarterly basis.
- 7.7 The Client shall have the right, within reason, to have any horticulture/garden personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the guard with prior permission of the Client, emergencies, exempted.
- 7.8 The Contractor shall cover its horticulture/garden personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 7.9 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of horticulture/garden and green wall Services in accordance with assignment instructions.
- 7.10. The Contractor shall ensure that its personnel do not allow any property of the Client to be taken outside of the premises without the written permission of the person(s) authorised by Client.
- 7.11 The Contractor shall issue identity cards / identification documents to all its employees who will

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be instructed by the Contractor to display the same.

- 7.12 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 7.13 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
- 7.14 The Contractor shall provide uniform to its horticulture/garden personnel at its own cost.
- 7.15 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Contractor from time to time to Client.
- 7.16 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
- 7.17 The antecedents of Horticulture/garden staff deployed shall be got verified by the Contractor from local police authority and an undertaking in this regard to be submitted to the Client.
- 7.18 Adequate supervision shall be provided to ensure correct performance of the said horticulture/garden and green wall services in accordance with the prevailing assignment instructions agreed upon between the two parties.
- 7.19 The Contractor shall ensure preparation of the attendance register of all the horticulture/garden personnel site-wise. The attendance registers of all the sites shall be got verified by the Contractor on a daily basis with the competent authority of the Client.
- 7.20 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.

**8. CONTRACTOR'S LIABILITY**

- 8.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the horticulture/garden and green wall Services to the Client.
- 8.2 The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
  - 8.2.1 caused by, resulting from or in connection with any Biological or Chemical Contamination or any Nuclear Risks;
  - 8.2.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of the horticulture/garden and green wall Services to the Client.
- 8.3 The Contractor shall not Sub-Contract, transfer or assign the contract or any other part thereof



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without prior written permission of the Client. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

**9. CLIENT'S OBLIGATIONS**

- 9.1 No employee of the Contractor shall be contracted or employed by the Client through any other contractor in similar manner within a period of 6 months of having left the services of the Client.
- 9.2 Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the drinks are to be provided to enable Contractor's employees to carry out the horticulture/Garden and green wall Services. Such equipment and facilities shall include, without limitation, adequate heating/air, lighting, power, toilet facilities and chair, drinking water, office stationery, files, ledgers, registers etc.
- 9.3 The Client shall comply with and fulfill the horticulture/garden recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the horticulture/Garden and green wall Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the horticulture/Garden and green wall Services as soon as possible after the Client becomes aware of them.
- 9.4 The Client shall provide such assistance as considered necessary.

**10. VALIDITY OF CONTRACT**

The contract, if awarded, shall be initially for a period of one year from the date of award subject to continuous satisfactory performance. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative legal/actions for black listing etc. solely at the discretion of the competent authority of the office of the Client.

**11. PAYMENTS**

- 11.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the horticulture/Garden and green wall services.
- 11.2 The prices shall be exclusive of any GST/ service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- 11.3 The Contractor shall raise invoice per month and submit the same to Client by 5<sup>th</sup> of every following month. The Client shall make all endeavour to make payments within 10 days from the date of the receipt of the invoice to the Contractor.
- 11.4 The initial cost of the Contract shall be valid for a period of one year. No price escalation, other than minimum wages revision, shall be entertained by the Client during the period.



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- 11.5 After expiry of the initial period of the Contract of one year and if the Contract is renewed by the Client, the Contractor shall claim increase in the Contract cost only on account of increase in the minimum wages, as and when increased by the Government.
- 11.6 In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the Bid document.
- 11.7 All payments shall be made by NEFT only, after deducting TDS, as per the rules of the Government and as applicable from time to time.
- 11.8 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 11.9 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- 11.10 Client shall not be liable for any payment of any administrative charges incurred by the contractor on account of disbursement of insurance claim/ EPF/ ESIC etc. towards its employees.

**12 LABOUR AND CONTRACTOR'S PERSONNEL**

**12.1 Labour Compliances**

The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month along with the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonus.

- 12.2 Contractor shall at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Shops and Essential Ac; Bonus Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.

**12.3 Engagement of Horticulture/Garden Personnel**

The Contractor shall make its own arrangements for the engagement of all Horticulture/Garden and other administrative personnel for providing horticulture/garden and green wall services in Client premises and shall use due diligence in arranging for a sufficient and suitable supply of such personnel but all such arrangements in India shall be in accordance with the general local usage and subject to the Applicable Laws.

**12.4 Contractor's Personnel**

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- 12.4.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.
- 12.4.2 The Contractor shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel.
- 12.4.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

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**13. PENALTIES**

- 13.1 The Contractor shall disburse salary to its deployed horticulture/garden and green wall services manpower, latest by 5<sup>th</sup> of every month, failing which penalty of Rs.10,000/- per day will be imposed upto 15<sup>th</sup> of the month and thereafter the contract shall be liable to be terminated, the security Deposit / Performance Bank Guarantee shall be forfeited and the Contractor is liable to be blacklisted by the Client. In such cases, the Client shall have the power to appoint any other agency for the horticulture/garden and green wall services at the risk and cost of the Contractor.
- 13.2 Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction as per the directions of the Client, it will be brought to the notice of Contractor by the Client and if no action is taken immediately, penalty of Rs.5000/- per day per complaint will be imposed by invoking penalty clause.
- 13.3 In case the Contractor fails to fulfil the minimum statutory requirements like payment of Minimum Wages, Benefit of EPF, ESIC, Leave, Gratuity etc. as per the conditions of the bid document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance security Deposit.
- 13.4 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring of horticulture/garden and green wall services in the event of Contractor failing to provide requisitioned number of horticulture/garden and green wall services manpower, the Client shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.

**14. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES**

- 14.1.1 "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:
- (i) War, hostilities, invasion, act of foreign enemy and civil war;
  - (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
  - (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
  - (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but no more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

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- 14.1.2 the date of commencement of the event of Force Majeure;
- 14.1.3 the nature and extent of the event of Force Majeure;
- 14.1.4 the estimated Force Majeure Period,
- 14.1.5 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- 14.1.5 the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- 14.1.6 any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

**15. TERMINATION**

- 15.1 This Contract may be terminated forthwith by either party by giving written notice for a minimum period of one month to the other if the other party is in material breach of its obligations under this Agreement and, in the case of such breaches as are capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 15.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:
  - 15.2.1 In case of breach of any of terms and conditions of the Contract and/or unsatisfactory services by the Contractor and/or the Contractor goes bankrupt and becomes insolvent, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event security deposit in the form of performance Bank Guarantee shall be forfeited and in such event the Contractor is liable to be blacklisted by the Client.

**16. DISCLAIMER**

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their spouse.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

**17. INSOLVENCY**

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- 17.1 The competent authority of the office of the Director General International Centre for Environment Audit And Sustainable Development (ICED) may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

**18. CURRENCIES OF BID AND PAYMENTS**

- 18.1 The Bidder shall submit his price bid in Indian Rupees and payments under this contract will be made in Indian Rupees.

**19. GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

- 19.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the parties in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Jaipur and the decision of the arbitrator shall be final and binding on the parties.

- 19.2 **Jurisdiction of Court :** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Jaipur

**20. CORRUPT OR FRAUDULENT PRACTICES**

- 20.1 The Contractors shall observe the highest standard of ethics during the period of the contract.
- 20.2 D.G, iCED Jaipur' office shall reject the Bid, if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.

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- 20.3 D.G, iCED Jaipur' office will declare a firm ineligible / black-list, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.
- 20.4 D.G, iCED Jaipur' shall also terminate the contract and black list the contractor in case it is found that the contractor was blacklisted /debarred by any other organization on any occasion.

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**ANNEXURE-4  
SPECIAL CONDITIONS OF CONTRACT  
(SCC)**

1. The special conditions of Contract shall supplement the “Instructions to the Bidders” as contained in Section 5 and General Conditions of the Contract (GCC) as contained in Section 6.

2. **INDEMNIFICATION:**

The successful bidder is solely liable to fully indemnify and keep Client indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

3. **LABOUR LAW COMPLIANCES**

- 3.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.
  - (a) All wages allied benefits such as leave, ESI, PF, Gratuity , Bonus etc, shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed.
  - (b) It is mandatory that the employees must be paid through bank/cheques only.
- 3.2 The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act, Bonus Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month alongwith the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonus.
- 3.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.
- 3.4 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past ‘or’ may arise during the course of

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performance of contract.

3.5 The Contractor shall submit periodical returns as may be specified from time to time.

**4. OFFICIAL RECORDS:**

4.1 The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in Client's office.

4.2 The Contractor shall maintain a personal file in respect of all the staff who is deployed in Client's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.

4.3 The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC / EPFO Commissioners.

4.4 Each monthly bill must accompany the:

- (a) List of employees with their date of engagement
- (b) The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/ EPF/ Bonus etc.)
- (c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC
- (d) Declaration of the Contractor regarding compliance of clause 8.3 Amount of EPF / ESIC

4.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees.

**5. SPECIAL TERMS AND CONDITIONS FOR OPERATION AND MAINTENANCE OF GARDEN AREA:**

5.1 Apart from the Registered Office, the contractor will be required to have a local office at Jaipur/Achrol also for closely operating/monitoring & coordinating the maintenance work at iCED and to give its complete address with its proof to iCED during bidding.

5.2 The contractor will deploy such number of personnel (Malis, supervisors etc.) as are essentially required from time to time for the proper operation/upkeep and maintenance of the garden and green wall area of iCED and drip irrigation system installed there.

5.3 All necessary and adequate personal safety equipment should be kept and made available by the contractor for the use of his personnel employed on the site and be maintained in a condition suitable for immediate use. All safety provisions should be brought to the notice of personnel by the contractor/ supervisor at work spot. The contractor shall be responsible for any negligence on this account.

5.4 The contractor shall have to arrange and maintain all the required tools and plants (including power lawn mower, hose pipes, etc.) and other stock items e.g. bamboo, sutli, hessian cloth, tokri, soil and loading rickshaws etc. in adequate quantity required for proper upkeep and maintenance of the garden area/features and nothing extra shall be paid on this account. The



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- contractor must ensure safety of all the goods, tools & plants, etc. at the site.
- 5.5 The work shall be carried out by contractor in accordance with the scope of work and as per directions of the Officer-in-charge of iCED or his authorized representatives. The materials used and operations carried out by the contractor for maintenance work at iCED should be of standard quality and eco-friendly.
- 5.6 The instructions given by the iCED authorities shall be carried out promptly by the contractor failing which appropriate action can be taken by iCED apart from imposition of compensation as may be decided by the competent authority of iCED.
- 5.7 The contracted rate will remain unchanged throughout the contract period. However, during the currency of contract, iCED can slightly increase the existing quantity (area/number) of maintenance work by making more plantation or can decrease it slightly due to non-requirement of its maintenance.
- 5.8 The lawns, shrubs, trees, potted plants, drip irrigation system, etc. shall have to be maintained in the satisfactory condition by the contractor. The decision regarding quality of maintenance given by the iCED shall be final and binding on the contractor.
- 5.9 Regular weeding, cutting grass of lawns and flower beds, ground covers, making basins of tree pits and hoeing will have to be done periodically by the contractor.
- 5.10 The existing flower beds are to be maintained by the contractor at his cost with alteration (if required) by planting summer and winter seasonal flowers. In case, contractor fails to provide flowers, iCED will purchase and amount will be recovered from the contractor along with penalty of Rs. 500/- in each case.
- 5.11 The contractor shall carry out all minor repairs to the garden features damaged due to digging in the area or any other reason except natural calamity.
- 5.12 Adequate watering of all garden features, trees, shrubs and potted plants with hose pipes in different area should be done regularly. The contractor should ensure that unnecessary wastage of electricity and water does not occur at any time and must protect the irrigation fittings/hydrant etc. Any loss to them due to negligence of his personnel will have to be made good by the contractor at his cost. Efficiency in water consumption may be measured by installing water flow meters at contractor's cost.
- 5.13 Appropriate manure, fertilizers and other materials (preferably eco-friendly) whenever required, shall be procured and applied by the contractor at his cost. The quantity of manure, fertilizers and other materials whenever brought to the site by the contractor for application in the garden area will be entered in a Stock Register maintained by him at site and the same will have to be got verified by the authorised officer of iCED before being applied in the garden area.
- 5.14 Periodic checks for pests and diseases will have to be carried out by the contractor. In the event of infestation, prompt spraying of appropriate pesticides/ fungicides (preferably eco-friendly/bio pesticides) will be required to be done by the contractor for eradication of the same and nothing extra shall be paid by iCED on this account.
- 5.15 Lawn mowing will be done by the contractor at regular intervals of 10-15 days in a month or as per direction of the Officer-in-charge of iCED. Growth /Condition of lawn, if found unsatisfactory, contractor will be penalised at the rate of Rs. 1000/- per instance.
- 5.16 Trimming of shrubs, plants, trees etc. at regular intervals and stacking of plants, wherever

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- required, shall be done by the contractor.
- 5.17 Sweeping, removal and disposal of garden refuse and cut grass to approved dumping ground are also required to be done daily. No grass/refuse is to be left overnight in the garden area. If the cut grass, leaves etc. are left for more than 24 hours, the same shall be removed by iCED at the cost of the contractor without further notice.
- 5.18 The contractor must take all necessary precautions for carrying out the required maintenance work/ operation work through his personnel. In the case of any injury/accident to any person, the responsibility and liability will be entirely on the contractor.
- 5.19 In case any casualty of trees/plants/shrubs etc. occurs at garden, the same shall be made good by replacing with equal standard of plants/trees/shrubs etc. by the contractor at his cost and nothing extra shall be paid on this account by iCED. Recovery shall be made, if casualty is not replaced within seven days of its occurrence at double the market price of plants/ trees/shrubs, which shall be binding on the contractor.
- 5.20 The contractor would be expected to maintain high standards of operation and maintenance service. Officer-in charge of iCED or his authorised representatives would also conduct daily or periodic checks/inspection of the maintenance work being done by the contractor. Any serious lapse noticed during such checks/inspection would attract a minimum compensation of Rs 500/- (Rupees five hundred) per case in the first instance. On recurrence of such lapse, the Competent Authority of iCED may take appropriate necessary action against the contractor, including termination of the contract. Such decision of the iCED shall be binding on the contractor.
- 5.21 iCED shall be at liberty to employ deficit labour, if any, at the risk and cost of the contractor without any notice.
- 5.22 Survey of the condition of lawn area and recounting of surviving trees, plants, shrubs etc. will also be done jointly or severally by iCED on the expiry of the contract. Compensation for any shortfall/damaged/dead plants, shrubs etc., which could not be made good/replaced by the contractor in time, will be recovered by iCED from the contractor's bill/ performance security/other claims at double the market price thereof which would be ascertained by the iCED.
- 5.23 Special terms and conditions for maintenance of Green Walls:
- 5.24 Application of compost/soil, liquid nutrients (e.g. Amrit Jal, vermin wash, etc.) and bio-pesticides at regular intervals shall be done by contractor.
- 5.25 Replacement of dried/damaged plants and any component of drip irrigation system shall be done by contractor.
- 5.26 Replacement of dead plants according to planned schedule (100% in a year) shall be done by the contractor.
- 5.27 Flushing of drip lines and getting wall climbing equipment shall be ensured by the contractor.
- 5.28 Any other requirement for proper maintenance and keeping the green walls in good conditions shall be fulfilled by the contractor.

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## ANNEXURE-5

### SCHEDULE OF WORKS/ SERVICES TO BE PROVIDED

In this Schedule of Requirements, the details of Horticulture/Garden and green wall Services to be provided by the Contractor and also other information, instructions of the Client and instructions to the Contractor's employees posted at the Clients' site are and all such other aspect of the Contracts are to be mentioned.

#### **1. GENERAL INSTRUCTIONS**

- 1.1 The Contractor shall deploy all horticulture/garden personnel at the Client facility in the manner and as per the instructions of the Client.
- 1.2 The Contractor shall ensure that all horticulture/garden personnel are fully conversant with the premises and with the client's business activities and it's related horticulture/garden requirements. Hence the staff will observe / ensure the following :

##### **1.2.1 CODE OF CONDUCT**

The Contractor shall ensure that their horticulture/garden personnel

- (i) Are always smartly turned out and vigilant.
- (ii) Are punctual and arrive at least 15 minutes before start of their shift.
- (iii) Take charges of their duties properly and thoroughly.
- (iv) Perform their duties with honesty and sincerity.
- (v) Read and understand their Post and site instructions and follow the same.
- (vi) Extend respect to all the Officers and staff of the office.
- (vii) Will not gossip or chit chat while on duty.
- (viii) Will not leave the work without permission of Supervisor/Officer.
- (ix) Will never sleep while on duty post.
- (x) Will not read newspaper or magazine while on duty.
- (xi) Will immediately report if any untoward incident / misconduct or misbehavior occurs, to the Contractor and the Client.
- (xii) When in doubt, approach concerned person immediately.
- (xiii) Prohibition of intoxication while on duty- The personnel shall not drink on duty, or come drunk and report for duty. If any contracted personnel is found in a drunken/intoxicated state he will be summarily discharged from service. Moreover, the contract will also be liable for termination with compensation, on which the decision of iCED Administration will be final.

##### **1.2.2 CONFIDENTIALITY**

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- (i) The phone number and movement plans of the client will not be given to anyone.
- (ii) The following information about the client will not be given to anyone.
  - a. Car make, color and number of higher officials.
  - b. Telephone no./ any other information.
  - c. Location and movement plans.
  - d. Meetings and conference schedules.
  - e. Site plan of the premises.
  - f. Travel details of the clients.

**1.3 DEPLOYMENT AND TENTATIVE REQUIREMENTS OF HORTICULTURE/GARDEN STAFF**

The tentative requirements of HORTICULTURE/GARDEN STAFF shall be as under:

Description of Services	Location	Required No. of	Hours
Horticulture/garden Supervisor	Office Of The Director General International Centre For Environment Audit And Sustainable Development (iCED), Plot No.6-7, Riico Industrial Area, Kant Kalwar, Near Achrol, Jaipur	01	8 Hours each
Horticulture/garden er (Mali)	Office Of The Director General International Centre For Environment Audit And Sustainable Development (iCED), Plot No.6-7, Riico Industrial Area, Kant Kalwar, Near Achrol, Jaipur	04	8 Hours each
Horticulture/garden Helper	Office Of The Director General International Centre For Environment Audit And Sustainable Development (iCED), Plot No.6-7, Riico Industrial Area, Kant Kalwar, Near Achrol, Jaipur	04	8 Hours each

- 1.4 Day-to-day operation & maintenance work of drip irrigation system.
- 1.5 Maintenance work of the Garden Area & Green walls attached to iCED i.e. lawn, trees, shrubs, hedge, cement potted plants, earthen potted plants, flower beds, creepers, garden features, etc., weeding, hoeing, pruning, replacement of plants, gap filling, watering, mowing of lawn, hedge-clipping, application of manure/fertilisers, insecticides/ pesticides (whenever required), colouring and proper upkeep of pots and plants name plates and maintenance of other garden related works complete in all respect including Tools & Plants, organic composting of fallen leaves and food waste, labour & material components, replacement of damaged/dead trees, shrubs etc.
- 1.6 Maintenance work of all landscaping in respect of existing garden features, which includes lawn, beds, topiary, perennial beds, rockeries, erecters and climbers, shrubs, trees and self-

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grown trees in the specified area and complete removal and disposal of weeds, rank vegetation and bushes etc.

- 1.7 The maintenance work of garden area *inter alia* includes: watering, fertilizing the plants, protection from pests and diseases, sweeping, weeding, mowing and disposal of garden refuse, cultivation and cutting of hedges etc. and stacking, preparation and planting of seasonal flowers, colouring of pots of plants, minor repair works and all other landscape operations necessary for the proper growth of garden features and proper standard of maintenance of garden area including supply of pipes for watering, machines for garden maintenance.
- 1.8 Repair and maintenance of seven number of water motors for water supply for watering the plants and other garden related electrical machines and equipment's.
- 1.9 Supply of pipes for watering, irrigation system, machines as per bid requirement, water pumps, fertilizers, pesticides, seeds, mulch, plants/trees, pots/containers, grass of appropriate quality shall be supplied by the contractor which may be inspected by the authorized representative of director(Admin) at iCED.
- 1.10 Prepare and maintain a Nursery of plants in iCED for regular replacement of plants in the landscape and Green wall area.
- 1.11 Estimated area of Garden:
- |                   |                     |
|-------------------|---------------------|
| LAWN AREA:        | 1.06 Acres          |
| TREES:            | 2000 Nos            |
| SHRUBS (approx.): | 500 Nos.            |
| Hedge (Approx):   | 3000 running meters |
| POTTED PLANTS:    | 800 Nos.            |
| Green Walls       | 03 Nos.             |
- 1.12 Special terms and conditions for operation and maintenance of Drip Irrigation System:
- 1.12.1 Run the system daily. Never try to clean the blocked dripper by forced hammering or by using sharp objects like nail, pin etc. Always keep the garden clean. Some insects staying in the field garbage can make the holes in the tubing or even in drippers. Correctly place the drip pipe lines so that water is not wasted.
- 1.12.2 The contractor shall use BIS/ISI marked drip irrigation system components/materials and pipes of a reputed manufacturer.
- 1.12.3 The contractor should have enough experience in design, supply and installation, testing, commissioning and operation cum maintenance of drip irrigation systems.
- 1.12.4 If iCED suffers any loss due to damage caused to any property of iCED while operation and maintenance of the drip irrigation system, the contractor shall make good the entire loss suffered by the iCED and the same will be acceptable to the contractor.
- 1.13 Director/Deputy Director (Admn), iCED, Jaipur or his authorized representative shall be free to conduct inspection of plants/pesticides/sapling/pots etc. supplied at any stage.

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- 1.14 The contractor should not change the design of drip irrigation system installed at iCED. The system has the components according to the design capacity adequate to satisfy the peak water requirement of the trees, shrubs, plants, etc. to be irrigated within the design area. Appropriate changes if required in design shall be intimated to Director/Deputy Director (Administration) prior to any change or will be penalised accordingly.
- 1.15 It will be the responsibility of the contractor replace all the drip irrigation components of approved brands/make to the field site, viz., safety and control valves, pipes and its fittings, drippers and laterals or emitting pipe, pump / filtration system etc and all other machines/accessories which are required to be replaced for smooth running of drip irrigation systems at iCED. Repair and Maintenance of motors installed for pumping water shall be done by contractor at his own cost.
- 1.16 The contractor shall take into account the optimum quantity of watering required by different varieties of plants, shrubs, trees, etc. through drip irrigation system.
- 1.17 It is the responsibility of contractor to provide person expert in operation and maintenance of drip irrigation system.
- 1.18 The contractor shall be responsible for proper operation, repairs/maintenance, replacement, upkeep of the entire drip irrigation system and watering system during the contract period and ensure availability of spare parts of all the system. The contractor shall also carry out periodical cleaning of pipes/system with acid/chlorine.
- 1.19 In the event of failure of contractor to complete within the time schedules for implementation, rectification or repairs and in case of poor/unacceptable performance, in general, of the contractor, iCED shall cancel the order already placed and shall order some other contractor /supplier, to perform the obligations of defaulting contractor. The damages, risk & cost amount shall be deducted from the bill of defaulting contractor or any amount payable to him including the performance security amount.”
- 1.20 After completion of the contract period, the entire system shall be handed over to iCED by the contractor in good and running condition.

## **Note**

- (i) The actual number of trees, plants & shrubs and measurement of lawn area and drip irrigation system may be ascertained jointly by iCED’s authorised official and the bidder at the time of pre-bidding meeting.
- (ii) Only electricity and water will be provided free of cost by iCED through own tube well/ RIICO tube well/STP) as directed by officer-In-charge of iCED for contract period.
- (iii) The bidder are required to quote the break-up / bifurcation of quoted prices in BOQ.
- (iv) Payments shall be made by the Client as per the terms and conditions of the Bid Documents.
- (v) Prices shall be valid for a period of one year. However, on revision of minimum wages, Contractor may request in writing for enhancement of minimum wages accordingly to the Client, which shall be considered and agree, if found reasonable by the Client.

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- (vi) The charges shall be on 26 days a month basis (as per the norms of Government of Rajasthan, Labour Department).
- (vii) The quoted consolidated monthly amount shall be inclusive of all charges including Client's contribution towards ESI, PF, Gratuity, Bonus, Leave, Substitutes, uniform and training.
- (viii) The prices shall be exclusive of any GST, service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.



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**ANNEXURE-6  
TECHNICAL BID FORM**

<b>S No.</b>	<b>Descriptions</b>	<b>Information to be filled by the bidder ( if required, separate sheets may be enclosed)</b>	<b>Page Number of Enclosure</b>
1.	<p>(i) Name and address of company/agency (bidder) with complete phone details</p> <p>(ii) Address &amp; contact details of local office at Jaipur/Achrol (Copy of address proof may be attached)</p> <p>(iii) Name &amp; mobile No. of contact person</p> <p>(iv) FAX No.</p> <p>(v) E-mail ID</p> <p>(vi) Full name and mobile No. of authorised signatory</p>	<p>(Copies of letter head &amp; address proof enclosed: Y/N)</p> <p>(Copies of letter head &amp; address proof enclosed: Y/N)</p> <p>(Copy of ID proof enclosed: Y/N)</p>	<p>Page no.</p> <p>Page no.</p> <p>Page no.</p>
2.	Legal status/Type of organization		Page no.
3.	Name, Address and contact details of the directors/Partners		Page no.
4.	Date of registration of Agency/formation of the company and experience as a contractor for maintenance of garden and green wall area/horticulture (Copy of registration/deed/memorandum/articles of association to be attached)	<p>R. No.....</p> <p>Date of registration:</p> <p>Date of latest renewal (if any):</p> <p>Copy enclosed: Y / N</p>	Page no.
5.	Income tax return for the last three financial years (Copies to be attached), unless exempted	<p>Copy enclosed : Y / N</p> <p>(If exempted by Government from Income Tax, pl quote relevant Notification/order and enclose its copy)</p>	Page no.
6.	Total turnover of the agency during last Three years (Should not be less than Rs. 20	Copy enclosed : Y / N	Page no.



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	Lakh each year ) (Copies to be attached)			
7.	Details of registration/licence with statutory authorities like Labour Department, EPF and ESIC, etc (Copies to be attached)	Labour Deptt No....	Copy enclosed :Y/N	Page no.
		EPF Registration No....	Copy enclosed :Y/N	Page no.
		ESI Registration No.....	Copy enclosed :Y/N	Page no.
8.	GST registration, if applicable (copy to be attached)	GST No. ....	Copy enclosed :Y/N (If exempted by Government, please quote relevant notification/order and enclose its copy)	Page no.
9.	PAN No. (copy to be attached)	No.....	Copy enclosed :Y/N	Page no.
10.	Details of ISO/other certification, if any	No.....	Copy enclosed :Y/N	Page no.
11.	Details of proceedings including conviction/police case against bidder pending before any forum/tribunal/ court/ commission. If so, nature, period and other details of such dispute may be stated specifically.			Page no.
12.	Details of blacklisting of bidder previously by any Govt deptt/undertaking/body			Page no.
13.	Any other information (with copies of relevant documents to be attached)		Copy enclosed :Y/N	Page no.

**Notes:** Y= Yes; N= No

14. List of Major Clients including Central Government Departments/State Government Departments/PSUs/Urban Local Bodies for the maintenance work of garden area/horticulture work during last 03 years from 2020 to 2022:

Technical qualification for experience:

**The bidder should have executed at least 1 no. of project for providing horticulture service with value not less than 50000 square meter area in the past 3 years in sector of Central Government Departments/State Government Departments/PSUs/Urban Local Bodies**

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S. No.	Name of Client with contact details	Nature of the client's indicating the category of client @	Category of personnel/personnel deployed	Number of persons deployed	Period for which maintenance services provided	Whether drip irrigation system was also installed/operated? (Yes/No)
(i)						
(ii)						
(iii)						
(iv)						
(v)						

**Notes:**

@ Categories being office, garden/park, institute, hospital, hotel, etc

- Copies of relevant documents (contract agreements, work orders, performance certificates, etc.) may also be attached.

- In case less space is available for any information, separate sheets containing the detailed information may be attached.

15. Turnover of bidder/agency during the last Three Assessment Years :

Financial Year	Turnover in Rupees (in words and figures)	Copy Enclosed / Not Enclosed
2020-21		
2021-22		
2022-23		

Please enclose documentary evidence for above facts duly certified.

**Notes:**

- Copies of relevant documents are to be enclosed in support of information furnished above.
- Any corrections/alterations made in the entries are to be duly attested by the bidder/authorised signatory.

16. Any other relevant information (with copy of relevant documents):

**Enclosures with tender:** (i) Lists, additional information/sheets & copies of all documents as required/stated above and tender document.

(ii) DD of **Rs .....** towards Earnest Money: DD No. .... dated.....(drawn on bank .....)

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**Details of Uploaded Documents**

1.	Earnest Money Deposit	Yes/No
2.	Copy of PAN	Yes/No
3.	Copy of GST	Yes/No
4.	Copies of Last three years Balance Sheet	Yes/No
5.	Copies of ITR for the last three years	Yes/No
6.	Experience Certificates and Work orders	Yes/No
7.	Annexure-1	Yes/No
8.	Annexure-6	Yes/No
9.	Annexure-7	Yes/No
10.	Annexure-8	Yes/No
11.	Annexure-9	Yes/No
12.	Annexure-10	Yes/No

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**ANNEXURE-7**

**UNDERTAKING**

(Notarized Affidavit to be executed on non-judicial stamp paper of Rs. 50/-).

**A copy of Affidavit same should be scanned and uploaded in the GeM Portal and hard copy should be delivered alongwith other documents as per the timelines of the bid document.**

1. I, the undersigned certify that I have gone through all the terms and conditions mentioned in the bid document No.....dated.....and undertake to comply with them unconditionally.
2. That the rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. That I/We give the rights to the competent authority of the office of the Director General International Centre for Environment Audit And Sustainable Development (iCED) Jaipur to forfeit the Earnest Money/Security deposit submitted by me/us in case of breach of conditions of Contract and take action for blacklisting my/our agency.
4. That I/We also give rights to the competent authority of the office of the Director General International Centre for Environment Audit And Sustainable Development (iCED) Jaipur to forfeit the Earnest Money Deposit and blacklist our agency in case our agency fail to accept the work order and/or execute the contract agreement, or in cases of negligence in executing the contract, or in case of breach of contract.
5. That I/We also give rights to the competent authority of the office of the Director General International Centre for Environment Audit And Sustainable Development (iCED) Jaipur to forfeit the Earnest Money Deposit and initiate action against our agency for blacklisting in case our agency fail to submit the performance bank guarantee in accordance with the terms and conditions of the bid document / contract agreement / Letter of Acceptance.
6. That I/We also declare that Government of India or any other Government body has not declared us ineligible or black listed or debarred us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of any nature.
7. That I hereby undertake to provide the items as per the directions given in the bid document/contract agreement.

**Place:**

**Date**

Dated Signature of Bidder alongwith Stamp.....

Name of the Bidder.....

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**ANNEXURE-8**

**(Notarized Affidavit to be executed on non judicial stamp paper of Rs.50/-).  
A copy of Affidavit same should be scanned and uploaded in the Gem Portal and hard  
copy should be delivered alongwith other documents as per the timelines of the bid  
document.**

- (i) That I, the undersigned that my firm has not been convicted of an offence under the Prevention of Corruption Act, 1988.
- (ii) That my firm has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (iii) That I hereby certify that none of my relative(s) as defined in the bid document is/are employed in D.G iCED Jaipur Office as per details given in bid document. In case at any stage, it is found that the information given by me is false/incorrect, DG iCED Jaipur Office shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

**Place:**

**Date:**

Dated Signature of Bidder alongwith Stamp.....

Name of the Bidder.....

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**ANNEXURE-9**

**(Notarized Affidavit to be executed on non-judicial stamp paper of Rs.50/-)  
A copy of Affidavit same should be scanned and uploaded in the GeM Portal and hard copy should  
be delivered along with other documents as per the timelines of the bid document.**

- (i) That I, the undersigned undertake that I have fully adhered to minimum eligibility criteria as per the requirements of the bid document No.....dated.....
- (ii) That my agency M/s.....has atleast three years' experience for providing horticulture/garden and green wall services in Central Government Departments/State Government Departments/PSUs/Urban Local Bodies. The details of work experience and work completion certificates have been enclosed.
- (iii) That my agency also has carried out atleast one similar work of providing horticulture/garden and green wall services costing not less than 80 % of the Estimated Bid Value/ 2 orders each of 50 % of the Estimated Bid Value / 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central Government Departments/State Government Departments/PSUs/Urban Local Bodies.

**Place:**

**Date:**

Dated Signature of Bidder alongwith Stamp.....

Name of the Bidder.....

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**ANNEXURE-10**

**(Notarized Affidavit to be executed on non-judicial stamp paper of Rs.50/-)  
A copy of Affidavit same should be scanned and uploaded in the GeM Portal and hard  
copy should be delivered along with other documents as per the timelines of the bid  
document.**

- (i) That I, the undersigned undertake that my agency M/s.....have its own trained horticulture/garden manpower on our rolls to provide requisite services in accordance with the Bid Document No: / dated.....
- (ii) I also undertake that the workers employed would be paid atleast minimum wages (both for skilled and unskilled) as per orders of Govt. of Rajasthan and oblige all statutory requirements with respect to ESI, EPF and other labour compliances etc., with reference to those workers in accordance with the conditions of the contract.

**Place:**

**Date:**

Dated Signature of Bidder along with Stamp.....

Name of the Bidder.....

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ANNEXURE-11

**CONTRACT AGREEMENT NO...../Estate/..... Dated.....**

THIS AGREEMENT is made on ..... between **D.G, iCED, Office of the Director General International Centre for Environment Audit And Sustainable Development (iCED)** (hereinafter referred to as “Client” which expression shall include his successors and assigns), and whose office is at Plot No.6-7, Riico Industrial Area, Kant Kalwar, Near Achrol, Jaipur, Rajasthan-303002.

**AND**

**M/s.....**having its registered office at.....(Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing horticulture/garden and green wall service.

- I. WHEREAS** the Client invited bids through open bid, vide Notice Inviting bid dated ..... for “**availing Horticulture/Garden and green wall services at its office premises and residential complex under Bid Number. ....**”
- II. AND WHEREAS** the Contractor submitted his bid vide..... in accordance with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client
- III. AND WHEREAS** the Client has selected **M/s.....**as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No. ....**, to the Contractor on ..... for a total sum of [Rupees ..... Only].
- IV. AND WHEREAS** the Client desires that the horticulture/garden and green wall services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. AND WHEREAS** the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the horticulture/garden and green wall services of its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Bid Document and shall waive its claim whatsoever in this regard.



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**VI. AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

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**VII AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Bid Documents for providing horticulture/garden and green wall services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

**VIII.** The Client and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) The Letter of Acceptance (LoA) issued by the Client.
  - (b) Notice to Proceed (NTP) issued by the Client
  - (c) The complete Bid including bid document including bid document with detailed terms and conditions of the Contract, as submitted by the Contractor.
  - (d) The Addenda, if any, issued by the Client.
  - (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
  - (f) Charges – Schedule annexed to this Article of Agreement
  - (g) Supplementary Agreements executed from time to time.
3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

**VII. IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of  
**Office Of the Director  
General, International  
Centre for Environment  
Audit And Sustainable  
Development (iCED) Jaipur.**

**(Authorised Signatory)**

**(Authorised Signatory)**

OFFICE OF THE DIRECTOR GENERAL  
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**ANNEXURE-12**

**PERFORMANCE BANK GUARANTEE**

(To be executed on non-Judicial stamped paper of an appropriate value)

Date : .....

Bank Guarantee No : .....

Amount of Guarantee : .....

Guarantee Period : From ..... to.....

Guarantee Expiry Date : .....

Last date of Lodgement : .....

**WHEREAS** Office of the Director General International Centre for Environment Audit And Sustainable Development (iCED) having its office at Plot No.6-7, Riico Industrial Area, Kant Kalwar, Near Achrol, Jaipur-303002 (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [Please insert date of acceptance of the letter of acceptance(LoA)] (“**Contract**”) with [insert name of the Successful Bidder]

.....(hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of horticulture/garden and green wall services (“**Horticulture/Garden and green wall Services**” shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the bid Documents number [insert reference number of the Bid Documents] dated [insert date of issue of Bid Documents] and various other documents forming part thereof.

**AND WHEREAS** one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Jaipur for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Warranty Period including any extension thereof.

**AND WHEREAS** the Contractor has approached [insert the name of the scheduled bank] (here in after referred to as the “**Bank**”) having its registered office at [insert the address].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided

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that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guaranteed Amount to be inserted here]..... only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Jaipur for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed within the stipulated period from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted]... granted to him by the Bank.

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Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

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**ANNEXURE-13**  
**BID SECURITY FORM**

No.....

Date.....

To

**Director General, iCED (hereinafter called “The Owner”)**  
**Office of the Director General**  
**International Centre for Environment Audit And**  
**Sustainable Development (iCED) Plot No.6-7, RIICO**  
**Industrial Area, Kant Kalwar, Near Achrol, Jaipur-**  
**303002**

Whereas M/s.....(Hereinafter called “the bidder”) has submitted its bid dated.....for providing horticulture/garden and green wall services for on contract basis under BID No.....

**dated .....** KNOW ALL MEN by these presents that WE ..... of having our registered office at .....

(Hereinafter called ‘the Bank’) are bound unto The Owner in the sum of \_\_\_\_\_ for which payment will and truly to be made of the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
  - (a) fails or refuses to execute the Contract, if required;  
OR
  - (b) fails or refuses to furnish the Performance security, in accordance with the instructions to Bidders.  
OR
  - (c) fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in .....of the Bid document up to 120 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness  
Address of witness

Signature of the Bank Authority  
Name  
Signed in capacity of  
Full address of Branch  
Tel No. of Branch  
Fax No. of Branch

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**Annexure 14  
Sample Index for Document referencing  
Index**

<b>S.No.</b>	<b>Name of the Document</b>	<b>Page No.</b>
1.	<b>Bid Submission Form – Annexure 1</b>	
2.	<b>Technical Bid Form – Annexure 6</b>	
3.	<b>Earnest Money Deposit/ Bid security Form – Annexure 13</b>	
4.	<b>Certificate of Incorporation/ Registration</b>	
5.	<b>MSME Registration</b>	
6.	<b>Copy of PAN</b>	
7.	<b>Copy of GST</b>	
8.	<b>Copy of EPFO Registration</b>	
9.	<b>Copy of ESIC Registration</b>	
10.	<b>Copy of Labour Registration</b>	
11.	<b>Proof of firm having registered office in Jaipur (Rajasthan)</b>	
12.	<b>Copy of Audited Balance Sheet for the completed last three financial years</b>	
13.	<b>Copy of ITR for the last three years</b>	
14.	<b>Experience certificate and Work orders</b>	
15.	<b>Acceptance of the Terms and conditions of Bid as per Annexure – 7</b>	
16.	<b>Notarized affidavit form for relatives and non-conviction under IPC as per Annexure – 8</b>	
17.	<b>Notarized affidavit form for having experience as per Annexure - 9</b>	
18.	<b>Notarized affidavit form for providing required service as per Annexure - 10</b>	
19.	<b>Any other relevant document</b>	